

FILED FOR RECORD
IN MY OFFICE
AT 2:40 O'CLOCK P. M.

DEC 10 2009

CLARA JONES
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 REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 14TH DAY OF DECEMBER, 2009, 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 termination of James Walker as a Senior Detention Officer with the Panola County Sheriff's Department effective November 24, 2009.
- b. To record the appointment of James Farris as a Reserve Deputy with the Panola County Sheriff's Department effective November 24, 2009.

- c. To approve and record the employment of Meghan Tribbey as Reference Librarian with the Sammy Brown Library effective December 15, 2009 at the rate of \$9.83 per hour.

ROAD & BRIDGE

- a. To approve and record a request from Enerpipe Corp. to repair an existing 8" line within the right-of-way of Panola County Road #401.
- b. To accept and record a donation of \$2,500.00 from Conoco/Phillips for use by the Panola County Road and Bridge Department on Panola County Road #130.
- c. To accept and record a donation of \$2,500.00 from Conoco/Phillips for use by the Panola County Road and Bridge Department on Panola County Road #425.
- d. To approve and record a request from Deadwood W.S.C. to cross under Panola County Road #3261 with a 2" line.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of November, 2009.
- b. To record V. G. Young Institute of County Government Certificates of Participation (Educational Training) for Panola County Commissioners Ronnie LaGrone, Douglas M. Cotton, Hermon E. Reed, Jr. and Dale LaGrone.
- c. To authorize the County Auditor to advertise for sealed proposals for Sheriff's Department VHF Radio System. Proposals available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Proposals will be opened at a Regular Session of the Commissioners' Court scheduled for Monday, January 11, 2010 at 9:00 o'clock a.m.
- d. To record American States Insurance Company Continuation Certificate for Public Official-Special Prosecutor Eric Scott McPherson.
- e. To approve and record 2009 Budget Amendment No. 16.

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 Extension Agent-AG/NR Lee Dudley (3); Panola County Treasurer Gloria Portman; Panola County Sheriff's Department Communications Officer Phyllis Griffith; Panola County Sheriff's Department Communications Officer Kendra Griffith; Panola County Commissioner, Precinct #1, Ronnie LaGrone; Panola County Commissioner, Precinct #2, Doug Cotton; Panola County Commissioner, Precinct #3, Hermon E. Reed, Jr.; Panola County Commissioner, Precinct #4, Dale LaGrone; Panola County Wellness

Coordinator Kathy Brown; 9-1-1 Rural Addressing Coordinator Larry Jones; and Panola County Emergency Management Coordinator James Young (2).

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 open sealed bids for Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field for Fiscal Year 2010.
7. To award previously opened bids for Gravel.
8. To award previously opened proposals for Installation and Maintenance of Computers and High-Speed Internet Network Equipment.
9. To discuss and act upon further tabling proposal for Financial Management Data Processing Systems opened on November 23, 2009 to allow for complete evaluation.
10. To discuss, approve, and record commercial property, equipment, vehicle, and liability insurance coverage offered through the Texas Public Entity Group Interlocal Agreement Self-Insurance League pursuant to Chapter 791 of the Texas Government Code.
11. To discuss and act upon allowing The Crisis Center to use one of the office spaces in the National Guard Armory building.
12. To adopt payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2010.
13. To adopt payment schedule for petit jurors and grand jurors for Fiscal Year 2010.
14. To discuss and act upon adopting Order #2009-16 designating a day of the week for regular meetings of the Commissioners' Court each month.
15. To review the County's Investment Policy and discuss and act upon adopting Resolution #2009-08 regarding same.
16. To appoint three (3) members to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2010 and ending December 31, 2011.
17. To appoint two (2) members to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2010 and ending December 31, 2011.
18. To approve and record a promotion from Truck Driver to Operator for Sijon Chhor with the Panola County Road and Bridge Department, Precinct #3, effective December 15, 2009 at the rate of \$13.05 per hour.

19. To approve and record a promotion from Truck Driver to Operator for Johnie Williams with the Panola County Road and Bridge Department, Precinct #3, effective December 15, 2009 at the rate of \$13.05 per hour.
20. To discuss and act upon approving a contract between East Texas Council of Governments and Panola County with regards to the Regional Juvenile Detention Program, CJD Grant No. JA-14235-11.
21. To discuss and act upon authorizing the County Judge to execute an Application for Electric Service from Panola-Harrison Electric Cooperative, Inc. for electricity to the Panola County Road and Bridge Department Precinct #4 pit located on Panola County Road #444; and to discuss and act upon approving a Right-of-Way Easement to Panola-Harrison Electric Cooperative, Inc. for said service.
22. To discuss and act upon adopting Resolution #2009-07 regarding the balance in the Jail Construction Reserve Fund.
23. To discuss and act upon adopting 2010 Mileage Reimbursement Schedule.
24. To discuss and act upon approving a Tax Abatement Agreement between Panola County and Genpak LLC.
25. To discuss and act upon declaring one (1) 2006 Dodge Charger, VIN#2B3KA43H76H504890 as surplus; to accept settlement offer from Travelers Insurance; to authorize its release to Travelers Insurance with reference to Claim #C6E6243; and to authorize the County Auditor to sign title transferring said vehicle to Travelers Insurance.
26. To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1.
27. To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2.
28. To discuss and act upon an increase in salary to \$16.98 per hour for David Cole, a Mechanic with the Panola County Road and Bridge Department, Precinct #2, effective December 15, 2009.
29. To discuss and act upon approving an Easement and Right-of-Way Agreement to Marlin Midstream, LLC with regards to 43.2 acres of land, more or less, situated in the Harrison Davis Survey, Abstract No. 157, Panola County, Texas.

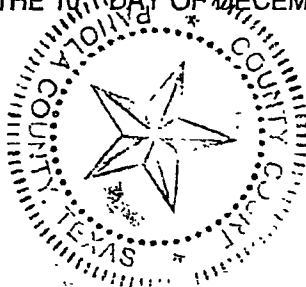
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 10TH DAY
OF DECEMBER, 2009 AT 2:40 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Quinn Woodfin, Deputy

I, CLARA JONES, 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 10TH DAY OF DECEMBER, 2009 AT 2:40 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Quinn Woodfin, Deputy

JAN 13 2010

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Clara Jones ~~DEPUTY~~The State of Texas
The County of Panola County

On this the 14th day of December, A D. 2009 the Commissioners' Court of Panola County, Texas met in a Regular 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 #1
Douglas M. Cotton	Commissioner, Precinct #2
Hermon E. Reed, Jr.	Commissioner, Precinct #3
Dale LaGrone	Commissioner, Precinct #4

and none absent, constituting a quorum of the Court. Also attending were Clara Jones, 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 COMMENT
There were no comments from the citizens in attendance.
2. COMMISSIONERS' REPORTS:
There were no reports from the Commissioners.
3. COUNTY JUDGE'S REPORT
There was no report from the County Judge.
4. CONSENT ITEMS:

PERSONNEL

- ✓ a. To record the termination of James Walker as a Senior Detention Officer with the Panola County Sheriff's Department effective November 24, 2009.
- ✓ b. To record the appointment of James Farris as a Reserve Deputy with the Panola County Sheriff's Department effective November 24, 2009.
- ✓ c. To approve and record the employment of Meghan Tribbey as Reference Librarian with the Sammy Brown Library effective December 15, 2009 at the rate of \$9.83 per hour.

ROAD & BRIDGE

- ✓ a. To approve and record a request from Enerpipe Corp. to repair an existing 8" line within the right-of-way of Panola County Road #401.
- ✓ b. To accept and record a donation of \$2,500.00 from Conoco/Phillips for use by the Panola County Road and Bridge Department on Panola County Road #130.
- ✓ c. To accept and record a donation of \$2,500.00 from Conoco/Phillips for use by the Panola County Road and Bridge Department on Panola County Road #425.

- ✓ d. To approve and record a request from Deadwood W.S.C. to cross under Panola County Road #3261 with a 2" line.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of November, 2009.
- b. To record V. G. Young Institute of County Government Certificates of Participation (Educational Training) for Panola County Commissioners Ronnie LaGrone, Douglas M. Cotton, Hermon E. Reed, Jr. and Dale LaGrone.
- ✓ c. To authorize the County Auditor to advertise for sealed proposals for Sheriff's Department VHF Radio System. Proposals available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Proposals will be opened at a Regular Session of the Commissioners' Court scheduled for Monday, January 11, 2010 at 9:00 o'clock a.m.
- ✓ d. To record American States Insurance Company Continuation Certificate for Public Official-Special Prosecutor Eric Scott McPherson.
- ✓ e. To approve and record 2009 Budget Amendment No. 16.

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- 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 Extension Agent-AG/NR Lee Dudley (3); Panola County Treasurer Gloria Portman; Panola County Sheriff's Department Communications Officer Phyllis Griffith; Panola County Sheriff's Department Communications Officer Kendra Griffith; Panola County Commissioner, Precinct #1, Ronnie LaGrone; Panola County Commissioner, Precinct #2, Doug Cotton; Panola County Commissioner, Precinct #3, Hermon E. Reed, Jr.; Panola County Commissioner, Precinct #4, Dale LaGrone; Panola County Wellness Coordinator Kathy Brown; 9-1-1 Rural Addressing Coordinator Larry Jones; and Panola County Emergency Management Coordinator James Young (2).
- ✓ Commissioner Ronnie LaGrone moved and Commissioner Dale 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 Hermon Reed moved and Commissioner Ronnie LaGrone seconded the motion 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. The motion passed unanimously. SEE COPY OF BILLS ATTACHED.
- ✓ 6. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award the bid for Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field for Fiscal Year 2010 to Avfuel Corporation. The motion passed unanimously. SEE COPY OF BID ATTACHED.
- ✓ 7. Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to award Longview Asphalt everything except 3 x 5 Georgetown Rock FOB it was awarded to Dodson Trucking, Inc. The motion passed unanimously. SEE COPY OF BID ATTACHED.
- 8. Commissioner Ronnie LaGrone moved and Commissioner Doug Cotton seconded the motion to award previously opened proposals for Installation and Maintenance of

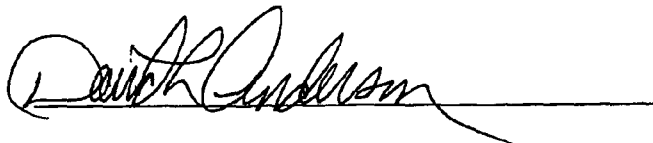
Computers and High-Speed Internet Network Equipment to East Texas Secure Solutions. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

- ✓ 9. Commissioner Doug Cotton moved and Commissioner Dale LaGrone seconded the motion to further table proposal for Financial Management Data Processing Systems opened on November 23, 2009 to allow the County Auditor more time to study for complete evaluation. The motion passed unanimously.
- ✓ 10. Commissioner Dale LaGrone moved and Commissioner Doug Cotton seconded the motion to approve and record commercial property, equipment, vehicle, and liability insurance coverage offered through the Texas Public Entity Group Interlocal Agreement Self-Insurance League pursuant to Chapter 791 of the Texas Government Code. The motion passed unanimously.
- ✓ 11. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to allow The Crisis Center to use one of the office spaces in the National Guard Armory building. The motion passed unanimously.
- ✓ 12. Commissioner Doug Cotton moved and Commissioner Dale LaGrone seconded the motion to adopt payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2010 and to pay \$25.00 for pickup and return. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.
- ✓ 13. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to adopt payment schedule for petit jurors and grand jurors for Fiscal Year 2010. The motion passed unanimously. SEE COPY OF PAYMENT SCHEDULE ATTACHED.
- ✓ 14. Commissioner Doug Cotton moved and Commissioner Hermon Reed seconded the motion to adopt Order #2009-16 designating a day of the week for regular meetings of the Commissioners' Court each month. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.
- ✓ 15. Judge Anderson moved and Commissioner Dale LaGrone seconded the motion to adopt Resolution #2009-08 confirming review of County's Investment Policy. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 16. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to appoint three (3) members to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2010 and ending December 31, 2011. The motion passed unanimously. SEE COPY OF APPOINTMENT ATTACHED.
- ✓ 17. Commissioner Doug Cotton moved and Commissioner Dale LaGrone seconded the motion to appoint two (2) members to the Panola County Emergency Services District No.1 Board of Fire Commissioners for two year terms commencing January 1, 2010 and ending December 31, 2011. The motion passed unanimously. SEE COPY OF APPOINTMENT ATTACHED.
- ✓ 18. Commissioner Hermon Reed moved and Commissioner Ronnie LaGrone seconded the motion to approve and record a promotion for Sijon Chhor from Truck Driver to Operator with the Panola County Road and Bridge Department, Precinct #3, effective December 15, 2009 at the rate of \$13.05 per hour. The motion passed unanimously.
- ✓ 19. Commissioner Hermon Reed moved and Commissioner Doug Cotton seconded the motion to approve and record a promotion for Johnie Williams from Truck Driver to Operator with the Panola County Road and Bridge Department, Precinct #3, effective December 15, 2009 at the rate of \$13.05 per hour. The motion passed unanimously.

- ✓ 20. Commissioner Doug Cotton moved and Commissioner Dale LaGrone seconded the motion to approve and record a contract between East Texas Council of Governments and Panola County with regards to the Regional Juvenile Detention Program, CJD Grant No. JA-14235-11. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
- ✓ 21. Commissioner Dale LaGrone moved and Commissioner Doug Cotton seconded the motion to authorize the County Judge to execute an Application for Electric Service from Panola-Harrison Electric Cooperative, Inc. for electricity to the Panola County Road and Bridge Department Precinct #4 pit located on Panola County Road #444; and to discuss and act upon approving a Right-of-Way Easement to Panola-Harrison Electric Cooperative, Inc. for said service. The motion passed unanimously.
- ✓ 22. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to adopt Resolution #2009-07 regarding the balance in the Jail Construction Reserve Fund. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 23. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to adopt 2010 Mileage Reimbursement Schedule. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.
- ✓ 24. After a short discussion Commissioner Doug Cotton moved and Commissioner Dale LaGrone seconded the motion not to approve a Tax Abatement Agreement between Panola County and Genpak LLC. The motion passed by a vote of 3-2.
- ✓ 25. Commissioner Dale LaGrone moved and Commissioner Doug Cotton seconded the motion to declare one (1) 2006 Dodge Charger, VIN#2B3KA43H76H504890 as surplus; to accept settlement offer from Travelers Insurance; to authorize its release to Travelers Insurance with reference to Claim #C6E6243; and to authorize the County Auditor to sign title transferring said vehicle to Travelers Insurance. The motion passed unanimously.
- ✓ 26. Commissioner Doug Cotton moved and Commissioner Hermon Reed seconded the motion to approve and record Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1 & 4. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 27. Commissioner Hermon Reed moved and Commissioner Dale LaGrone seconded the motion to approve and record Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2 & 3. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 28. Commissioner Doug Cotton moved and Commissioner Ronnie LaGrone seconded the motion to approve and record an increase in salary to \$16.98 per hour for David Cole, a Mechanic with the Panola County Road and Bridge Department, Precinct #2, effective December 15, 2009. The motion passed unanimously.
- ✓ 29. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve and record an Easement and Right-of-Way Agreement to Marlin Midstream, LLC with regards to 43.2 acres of land, more or less, situated in the Harrison Davis Survey, Abstract No. 157, Panola County, Texas. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

The meeting was then adjourned.

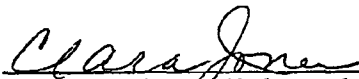
Dated this the 14th day of December, 2009.

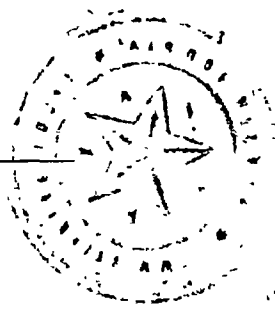


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David L. Anderson, County Judge, Panola County, Texas

ATTEST:


Clara Jones, County Clerk, Panola County, Texas



Commissioners Court Minutes

December 14, 2009

VOL. 68 PAGE 507

Alvin Stetman

Paula Andrews - The Crisis Center

Wesley Sudday - The Crisis Center

Gregory Tugent - Energy Transfer Co - Tiger Pipeline

Ben McMillen

Scott Thorman

Zeckey Barish

VOL. 68 PAGE 508

2010 INSURANCE PROPOSAL

PREPARED FOR:

Panola County

PRESENTED BY:
The Patterson Agency

Account Executive:	Scott Thomas
Address:	P.O. Box 430, Carthage, TX 75633
Phone:	(903) 693-3831
Date:	December 14, 2009

The follow presentation is the renewal information for the Property & Liability Insurance through the Texas Public Entity Group. The Policies are 100% reinsured and administered by The Travelers Insurance Group.

This presentation is designed to give you an overview of the insurance coverages we recommend for your Entity. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

Total Premium Summary

<u>Line of Coverage</u>	<u>Coverage Premium</u>	<u>Terrorism Premium</u>	<u>Total Premium</u>
Property	\$ 63,094.00	\$ 418.00	\$ 63,512.00
Equipment Breakdown	\$ 2,186.00	-	\$ 2,186.00
Inland Marine	\$ 32,458.00	\$ 418.00	\$ 32,876.00
General Liability	\$ 58,101.00	\$ 523.00	\$ 58,624.00
Employee Benefit Plans Administration Liability	\$ 790.00	-	\$ 790.00
Law Enforcement Liability	\$ 67,187.00	\$ 1,252.00	\$ 68,439.00
Public Entity Management Liability	\$ 2,862.00	\$ 61.00	\$ 2,923.00
Public Entity Employment Practices Liability	\$ 50,994.00	\$ 199.00	\$ 51,193.00
Auto Liability	\$ 72,158.00	-	\$ 72,158.00
Auto Physical Damage	\$ 14,936.00	-	\$ 14,936.00
Crime	\$ 1,734.00	-	\$ 1,734.00
Umbrella	\$ 18,027.00	\$ 325.00	\$ 18,352.00
Total Premiums	\$ 384,527.00	\$ 3,196.00	\$ 387,723.00

Three Year Comparison

Coverage	2008	2009	2010
Property	\$ 34,201.00	\$ 35,874.00	\$ 63,512.00
Equipment Breakdown	\$ 1,176.00	\$ 1,236.00	\$ 2,186.00
Inland Marine	\$ 27,567.00	\$ 29,443.00	\$ 32,876.00
General Liability	\$ 58,265.00	\$ 56,095.00	\$ 58,624.00
Employee Benefit Plans Administration Liability	\$ 439.00	\$ 439.00	\$ 790.00
Law Enforcement Liability	\$ 71,791.00	\$ 62,812.00	\$ 68,439.00
Public Entity Management Liability	\$ 3,068.00	\$ 2,838.00	\$ 2,923.00
Public Entity Employment Practices Liability	\$ 50,489.00	\$ 51,164.00	\$ 51,193.00
Auto Liability	\$ 66,357.00	\$ 71,398.00	\$ 72,158.00
Auto Physical Damage	\$ 13,138.00	\$ 14,837.00	\$ 14,936.00
Crime	\$ 1,734.00	\$ 1,734.00	\$ 1,734.00
Umbrella	\$ 17,060.00	\$ 17,301.00	\$ 18,352.00
Total Premiums	\$ 345,285.00	\$ 345,171.00	\$ 387,723.00

Total Net Expenditures Formula

Item	Plus or Minus
Total Budgeted Expenditures	Plus
Total Airport Expenditures	Minus
F.M. & Lateral Road Maintenance	Minus
Road & Bridge Maintenance/Capt. Outlay	Minus
Sheriff	
Corrections	
911 Rural Addressing	
Highway Patrol	
Constable PCT 2&3	
Constable PCT 1&4	
Courthouse Security	
Total Law Enforcement Expenditures	Minus
Environmental Protection	
Road & Bridge Debt Service	
Total Debt Service	Minus
Capital Improvements	Minus
Total Net Expenditures	Equals

ABOUT TRAVELERS

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. As the second-largest commercial U.S. property and casualty insurance company in terms of direct written premium, the company reported 2006 revenues of \$25 billion and total assets of \$114 billion. Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. Travelers is headquartered in St. Paul, Minnesota, with significant operations in Hartford, Connecticut. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 33,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability as of June 30, 2006, are as follows:

A.M. Best	A+	(A+ is the 2nd highest of 16)
Standard & Poor's	AA-	(AA- is the 4th highest of 21)
Moody's	Aa3	(Aa3 is the 4th highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

PUBLIC SECTOR EXPERTISE

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions - including property, liability, auto and professional coverages - designed specifically for local governments.
- Large public entity property business - including schedules in excess of \$250 million total insured values - for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

Underwriting

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

Claim Services

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specialize in representing public entities and understand the complexity of public entity legislation.

Risk Control Services

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

RISK CONTROL RESOURCES

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web site. You will be able to immediately download risk control materials or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses.
www.travelers.com
- Travelers Safety Academy Programs: Travelers offers safety and risk management courses and programs at locations across the country. Tuition is waived for policyholders of Travelers.
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Risk Control Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information.
Ask-Risk-Control@travelers.com
- Employment Practices Liability (EPL) Risk Management Resources: Our EPL resources include:
 1. An Internet-based resource site with a wealth of employment practices information.
 2. An employment practices risk control resource manual with samples of policies, forms and an employee manual.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal

ADDITIONAL RESOURCES

American Appraisal Associates

Adequate values are a crucial element in any well-constructed property insurance program. We are pleased to inform you that American Appraisal Associates will offer Travelers Agents discounts on their services, and will customize their appraisal services to meet the needs of your insured. For additional information, contact Paul Gruenwald at American Appraisal by calling 414-225-2007, or
e-mail pgruenwald@american-appraisal.com.

Property Special

OPTION 1

Coverage	Limit
Blanket Building/Personal Property #1	\$ 19,735,293
Coinsurance: 90 %	
Valuation: Replacement Cost	
Deductible	\$ 1,000

Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

005 Warehouse/Offices (10,000 SQ)	Personal Property	\$ 16,296
005 Warehouse/Offices (10,000 SQ)	Building	\$ 65,184

Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

006 Shop Bldg (6,000 SQ)	Personal Property	\$ 11,458
006 Shop Bldg (6,000 SQ)	Building	\$ 45,831

Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

007 Recycled Asphalt Sys-Equip.	Building	\$ 114,400
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

Coverage	Limit
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008 Library (11,700 SQ)	Personal Property	\$ 108,358
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008 Library (11,700 SQ)	Building	\$ 443,430
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Specified Location Basis

Coinsurance: 90 %

Valuation: Actual Cash Value

Deductible \$ 1,000

The following are included:

009 Probation Offices (4,900 SQ)	Personal Property	\$ 38,272
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009 Probation Offices (4,900 SQ)	Building	\$ 153,088
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Specified Location Basis

Coinsurance: 90 %

Valuation: Actual Cash Value

Deductible \$ 1,000

The following are included:

010 Contents of Bldgs-Airport	Personal Property	\$ 52,000
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Specified Location Basis

Coinsurance: 90 %

Valuation: Actual Cash Value

Deductible \$ 1,000

The following are included:

011 8,000 Gal. Low Lead Fuel Tank	Building	\$ 30,000
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Specified Location Basis

Coinsurance: 90 %

Valuation: Actual Cash Value

Deductible \$ 1,000

The following are included:

012 10,000 Gal. Jet A Fuel Tank	Building	\$ 40,000
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Specified Location Basis

Coinsurance: 90 %

Valuation: Actual Cash Value

Deductible \$ 1,000

The following are included:

Coverage		Limit
013 4,000 Gal. Low Lead Fuel Tank	Building	\$ 10,000
Specified Location Basis		
Coinsurance: 90 %		
Valuation: Actual Cash Value		
Deductible		\$ 1,000
The following are included:		
014 Lunsford Portable Bldg (288 SQ)	Building	\$ 2,798
Specified Location Basis		
Coinsurance: 90 %		
Valuation: Actual Cash Value		
Deductible		\$ 1,000
The following are included:		
015 Terminal Bldg/Office/Lounge (700 SQ)	Building	\$ 26,000
Specified Location Basis		
Coinsurance: 90 %		
Valuation: Actual Cash Value		
Deductible		\$ 1,000
The following are included:		
016 Hangar #1-Enclosed (700 SQ)	Building	\$ 15,600
Specified Location Basis		
Coinsurance: 90 %		
Valuation: Actual Cash Value		
Deductible		\$ 1,000
The following are included:		
017 Hangar #7-Enclosed (700 SQ)	Building	\$ 20,800
Specified Location Basis		
Coinsurance: 90 %		
Valuation: Actual Cash Value		
Deductible		\$ 1,000
The following are included:		
018 Hangar #8-Open (700 SQ)	Building	\$ 6,240
Specified Location Basis		

Coverage	Limit
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

019 Hangar #10-Enclosed (700 SQ)	Building	\$ 12,480
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

020 Hangar #12-Open (700 SQ)	Building	\$ 6,240
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

021 Hangar #13-Enclosed (700 SQ)	Building	\$ 14,560
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

022 Hangar #14-Enclosed (700 SQ)	Building	\$ 6,240
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

The following are included:

023 Hangar #16-Enclosed (700 SQ)	Building	\$ 36,400
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Specified Location Basis	
Coinsurance: 90 %	
Valuation: Actual Cash Value	
Deductible	\$ 1,000

Coverage	Limit
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The following are included:

024 Armory/Storage-Large (16,804 SQ)	Building	\$ 523,500
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Specified Location Basis

Coinurance: 90 %

Valuation: Actual Cash Value

Deductible	\$ 1,000
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The following are included:

025 Armory/Storage-Small (5,700 SQ)	Building	\$ 104,000
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Equipment Breakdown

Included

Coverage is included in the property limit. Property deductible applies.

Sublimits:

Expediting Expense	\$ 250,000
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Pollution Clean-Up	\$ 250,000
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Spoilage	\$ 250,000
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The following additional exclusions apply:

Mold Or Bacteria Exclusion Endorsement.

Program Features and Benefits**PROPERTY**

Property and costs covered only if described in the coverage summary:

- Underground tanks, flues, pipes or drains, and their contents
- Outdoor fences or signs, that are not attached to a covered building or structure, except for the coverage provided in the outdoor property additional benefits.

Additional Coverages- The following are included in the property limit:

- Debris Removal - up to 25% of paid loss
- Preservation of property moved to another location for 30 days

Additional Benefits

The following additional benefits are included. These benefits are in addition to the property limit and are subject to the property deductible.

	Limit
Accounts Receivable	\$ 100,000
Blanket Earnings / Extra Expense	\$ 100,000
Communication Equipment	\$ 50,000
Computer Breakdown	\$ 50,000
Confiscated Property	\$ 100,000
Demolition and Increased Cost of Construction	\$ 100,000*
* or 10 percent of the value of the damaged covered building indicated in the statement of values or schedule, whichever is less.	
Extra Expense	\$ 25,000
Fairs, Exhibits, or Displays	\$ 50,000
Fine Arts	\$ 50,000
Fire Department Service Charge	\$ 25,000
Inventory & Appraisals	\$ 10,000
Money & Securities	
Inside Limit	\$ 10,000
Outside Limit	\$ 5,000
Newly Acquired Property - Building for 180 days	\$ 1,000,000
Newly Acquired Property - Personal Property for 180 days	\$ 500,000
Off-Premises Utility Failure - Direct Damage	\$ 50,000
Other People's Property	\$ 25,000
Outdoor Property - Maximum \$2,500 any one item	\$50,000
Personal Belongings	\$ 50,000
Pollution Clean-Up or Removal	\$ 25,000
Property in Transit	\$ 50,000
Random Attack-Hacking Event or Computer Virus	\$ 10,000
Rewards	\$ 10,000
Sewer Backup or overflow	\$ 50,000
Spoilage	\$ 10,000

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Temporary Location
Valuable Records Research

\$ 50,000
\$ 100,000

Inland Marine**OPTION 1**

Coverage	Valuation	Deductible	Limit
Computer Protection		\$ 1,000	
Equipment Limit	Actual Cash Value		\$ 250,000
Data & Media Limit	Reproduction Cost		\$ 100,000
Breakdown Deductible		\$ 1,000	
Contractors Equipment	Actual Cash Value		
Scheduled Equipment- Total values		\$1,000	\$2,876,766
Catastrophe Limit			\$2,622,834

The following additional exclusions apply:

Computer Protection: Mold Or Bacteria Exclusion Endorsement

Panola County Equipment List 2010

YEAR	MAKE/MODEL	SERIAL #	AMT. OF INSURANCE	ADD EFFECTIVE	DELETE EFF.
1994	JOHN DEERE 770BH MOTOR GRADER	DW770BHE46044	\$ 30,000.00		
1994	JOHN DEERE 770BH MOTOR GRADER	DW770BHE46138	\$ 30,000.00		
1997	JOHN DEERE 650G-LPG DOZER	T0650GW831417	\$ 30,000.00		
1997	JOHN DEERE 310-E BACKHOE LOADER	836088	\$ 25,000.00		
1997	CATERPILLAR 140H MOTORGRADER	9TN00623	\$ 40,000.00		
1997	CATERPILLAR 140H MOTORGRADER	08TN00624	\$ 40,000.00		
1997	CATERPILLAR 140H MOTORGRADER	9TN00625	\$ 40,000.00		
1997	CATERPILLAR 140H MOTORGRADER	22K03065	\$ 40,000.00		
1997	FERGUSON 9-WHEEL PNEUMATIC ROLLER	1480	\$ 20,000.00		
1998	JOHN DEERE 230LC EXCAVATOR	600134	\$ 70,000.00		
1998	JOHN DEERE 6410 TRACTOR	349451	\$ 10,000.00		
1998	JOHN DEERE 6410 TRACTOR	234890	\$ 10,000.00		
1999	BROYCE RJ350 MECHANICAL POWER BROOM	89626	\$ 16,000.00		
2000	CATERPILLAR RR260B ROAD RECLAIMER	Q3RR00194	\$ 100,000.00		
2000	MIXER STABILIZER 260B	5GR237	\$ 100,000.00		
2000	TEREX DOUBLE DRUM ROLLER	SLBT0P5DEV0ZLA004	\$ 12,000.00		
2000	9 WHEEL PNEUMATIC ROLLER	59882	\$ 10,000.00		
2001	ROAD RECLAIMER RR260C	AWG00267	\$ 100,000.00		
2003	MASSEY FERGUSON TRACTOR MOD#471	U250226J	\$ 14,500.00		
2003	TEREX BACKHOES MODEL TX760	H10027939	\$ 50,000.00		
2003	CAT RM260C SOIL STABILIZER	AWG00244	\$ 90,000.00		
2004	JOHN DEERE 310SG	T0310SG827721	\$ 50,000.00		
2004	MASSEY FERGUSON TRACTOR MOD#471	BN18029	\$ 10,000.00		
2004	MASSEY FERGUSON TRACTOR MOD#492	BS01145L	\$ 10,000.00		
2005	JOHN DEERE 310SG BACKHOE	T0310SG842877	\$ 64,002.00		
2005	JOHN DEERE 6415 TRACTOR	L06415B31881	\$ 30,000.00		
2005	Massey Ferg Tractor	BL 34045	\$ 10,000.00		
2005	John Deere 6415 2WD Cab	L06415B440323	\$ 30,000.00		
2005	Alamo Brush AXE	6323	\$ 37,500.00		
2005	CATERPILLAR RM260C RECLAIMER	AWG00374	\$ 200,000.00		
2006	JOHN DEERE 310-SG BACKHOE	T0310SG853076	\$ 71,529.00		
2006	ZETOR TRACTORMOWER	100718	\$ 24,800.00		
2006	HOLT CAT RM 300 RECLAIMER	BWR264	\$ 250,000.00		
2006	6416 JOHN DEERE CAB TRACTOR	L06416B472807	\$ 36,898.00		
2006	ALAMO MACHETE BOOM MOWER	2197	\$ 40,901.00		
2006	KABOTA TRACTOR	62138	\$ 22,000.00	1/2/2007	
2007	JOHN DEERE 770D MAINTAINER	DW770DX611637	\$ 169,225.00	2/22/2007	
2007	JOHN DEERE 6415	L06416B513458	\$ 38,931.00	6/9/2007	
2007	JOHN DEERE 310 SJ CAB TRACTOR	T03103S.J149207	\$ 72,329.00	8/14/2008	
2007	CASE LOADER MODEL#670MXT	JUG0301093	\$ 24,500.00	8/7/2007	
2008	JOHN DEERE BACKHOE	T03103SJ168764	\$ 81,771.00	1/8/2008	

Panola County Equipment List 2010

2008	VOLVO MOTORGRADER	41877	\$	171,094.00	2/13/2008
2008	JOHN DEERE BACKHOE	T0310SJ165857	\$	74,500.00	6/9/2008
2008	KUBOTA TRACTOR W/LOADER	56372-A6909	\$	37,964.00	7/22/2008
2008	ZETOR TRACTOR	SN 1892J	\$	29,495.00	
2009	JOHN DEERE BACKHOE 310 SJ	T0310SJ173065	\$	84,686.39	1/7/2009
2009	John Deere 770G Motor Grader (Pct. 3)	DW770GX624868	\$	197,500.00	3/23/2009
2010	Komatsu WB146-5 Backhoe (Pct. 4)	A24587	\$	68,156.00	9/17/2009
2009	Kubota M704dte-1 (Pct. 2)	81317	\$	29,050.00	12/2/2009
2009	Kubota M07040dte-1with frontend loader (Pct.3)	81084/B6577	\$	34,545.00	12/2/2009
GRAND TOTAL			\$	2,547,515.39	

Public Entity General Liability Occurrence

OPTION 1

Coverage	Limit
General Total Limit	\$ 2,000,000
Products and Completed Work Total Limit	\$ 2,000,000
Personal Injury Each Person Limit	\$ 2,000,000
Advertising Injury Each Person Limit	\$ 2,000,000
Each Event Limit	\$ 2,000,000
The following sub-limits apply:	
Premises Damage	\$ 2,000,000
Medical Expense	Excluded
Sewer Back Up (resulting from negligence)	Excluded
Failure To Supply Services	Excluded
Statutory Cap Limits of Coverage Endorsement	
Texas personal injury each person statutory cap limit	\$ 100,000
Texas personal injury statutory cap total limit	\$ 300,000
Texas advertising injury each person statutory cap limit	\$ 100,000
Texas advertising injury statutory cap total limit	\$ 300,000
Texas bodily injury each person statutory cap limit	\$ 100,000
Texas bodily injury statutory cap total limit	\$ 300,000
Texas property damage statutory cap limit	\$ 100,000

The following additional exclusions apply:

Mold, Other Fungi, Or Bacteria Exclusion Endorsement

Failure to Supply Total Full Exclusion

Excluded Operations and Premises

Airport, including any airfield, runway, hangar, terminal, or other property in connection with aviation activities

Dams, levees, or dikes

Day care, day camp, nursery, or similar facility

Electric utility

Fire district or department

Gas utility

Halfway house, emergency shelter, or other group home

Hospital, nursing home, medical clinic or other type of medical facility

Housing project or authority

Organized or sponsored racing or stunting activity or event involving wheeled vehicles, including skateboards and roller skates

Port, harbor, or terminal district

School district or system
Transportation system
Water utility
Waterpark
Fireworks displays or exhibitions
Rodeo-exclude participants
Unsolicited Communication Exclusion Endorsement
Mobile Equipment Subject To Compulsory or Financial Responsibility Insurance Laws
or Scheduled Under Your Automobile Liability Insurance Redefined as Autos Endorsement

Program Features and Benefits

GENERAL LIABILITY

Coverage Agreement

This agreement is designed to cover the premises and operations exposures of the named insured. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that results from an event, including:

- Extended Bodily Injury
- Broad Form Property Damage
- Products and Completed Operations
- Personal Injury and Advertising Injury
- Premises Damage Legal Liability
- Broad Form Contractual Liability for covered contracts
- Host Liquor Liability
- Intentional Injury or Damage resulting from the use of reasonable force to protect people/property
- Non-Owned Watercraft (less than 75 feet)
- Owned Watercraft (less than 25 feet) - *included on occurrence form only*
- Bodily Injury and Property Damage Pollution Coverage for:
 - Pesticide/herbicide application
 - Application of chlorine or sodium hypochlorite in sewage/water treatment or swimming pools
 - Hostile fire heat, fumes or smoke
 - Mobile equipment operating fluids
 - Fire fighting or emergency response services

Who is Protected

- | | |
|--------------------------------|--|
| Public Entity | Real Estate Managers |
| Elected or Appointed Officials | Landlords |
| Board Members | Operators of Mobile Equipment |
| Employees and Volunteers | Watercraft Users - <i>occurrence form only</i> |

Other

- Coverage for sewer back up, if a limit is shown, is for negligent acts only.
- Your law enforcement activities or operations, including jail premises, are excluded. Coverage may be available under the Law Enforcement Liability agreement.
- Employment-related practices are excluded. Coverage may be available under the Employment Practices Liability-Claims-Made agreement.
- No coverage for injury to volunteer firefighters.
- Fellow employee injury is excluded, unless otherwise indicated on the previous page.
- Taking of private property for public use (eminent domain), diminution in value and inverse condemnation are excluded.

Employee Benefit Plans Administration Liability
Claims-Made**OPTION 1**

Coverage	Limit
Total Limit	\$ 6,000,000
Each Wrongful Act Limit	\$ 2,000,000
Each Wrongful Act Deductible	\$ 1,000
Retro Date: None	

Program Features and Benefits**EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY****Coverage Agreement**

This agreement is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. No Retroactive Date applies. However, coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is Protected

Public Entity
Employees

**Law Enforcement Liability
Occurrence**

OPTION 1

Coverage	Limit
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 2,000,000

Statutory Cap Limits of Coverage Endorsement

Texas bodily injury or personal injury each person statutory cap limit	\$ 100,000
Texas bodily injury or personal injury statutory cap total limit	\$ 300,000
Texas property damage statutory cap limit	\$ 100,000

Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 10,000
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The following additional exclusions apply:
Mold, Other Fungi, Or Bacteria Exclusion Endorsement

Program Features and Benefits

LAW ENFORCEMENT LIABILITY

Coverage Agreement

This coverage was designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that result from the conduct of law enforcement duties by or for your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

Bodily Injury, Personal Injury and Property Damage
Authorized Moonlighting
Canine & Equine Exposures
False Arrest, Detention or Imprisonment
False or Improper Service of Process
Handling and treatment of corpses and dispensing of medication
Injury due to the use of mace, pepper spray or tear gas
Mental Anguish, Emotional Distress, Humiliation
Mutual Aid Agreements
Violation of civil rights protected under any federal, state or local law

Who is Protected

Public Entity	Employees
Elected or Appointed Officials	Volunteer Workers

Other

- Pay on behalf of basis (Deductible options only).
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible options only).
- Punitive damages covered up to full policy limits, if allowed by law.
- Additional Benefit of \$25,000 for personal property of others (Deductible options only).
- All claims involving use of an auto are subject to the automobile insuring agreement.
- Employment-related practices excluded.
- Injury to employees and volunteer workers excluded.

**Public Entity Management Liability
Claims-Made**

OPTION 1

<u>Coverage</u>	<u>Limit</u>
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 2,000,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 25,000

Retro Date: 02/02/1997

The following are included:
Deletion of Settlement Consent Provision Endorsement

Program Features and Benefits

PUBLIC ENTITY MANAGEMENT LIABILITY

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, wrongful employment practice offenses are not covered.

Who is Protected

Public Entity
Elected or Appointed Officials
Board Members

Employees (including employees of the entity's boards)
Estates, Heirs, Legal Representatives or Assigns
Volunteer Workers

Other

- Pay on behalf of basis (Deductible options only).
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible options only).
- Punitive damages covered up to full policy limits, if allowed by law.
- No exclusion for Architects, Engineers or Lawyers.
- Automatic Limited Reporting Period of 60 days after agreement is cancelled or not renewed.
- Health care professional services and law enforcement duties exclusions apply.
- Taking of private property for public use (eminent domain), diminution in value and inverse condemnation are excluded.

**Employment Practices Liability
Claims-Made**

OPTION 1

Coverage	Limit
Total Limit	\$ 2,000,000
Each Wrongful Employment Practice Offense Limit	\$ 2,000,000
Each Wrongful Employment Practice Offense Deductible (Damages and Defense Expenses)	\$ 25,000

Retro Date: 02/02/1997

IMPORTANT NOTICE: This is a claims-made insuring agreement that includes defense expenses within the limits of coverage.

The following are included:
Our Right to Settle Claims Without Your Written Consent Endorsement

Program Features and Benefits

PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury or property damage) any protected person is legally required to pay for covered employment injury to employees or independent contractors that results from a wrongful employment practice offense first committed after the retroactive date. Wrongful employment practice offense is defined to include discrimination, termination, harassment, retaliation, discipline, hiring, supervision, demotion, promotion, defamation, libel, slander, invasion of privacy.

Who is Protected

Public Entity	Employees (including employees of the entity's boards)
Elected or Appointed Officials	Volunteer Workers
Board Members	

Other

- Pay on behalf of basis (Deductible options only).
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- Punitive damages covered up to full policy limits, if allowed by law.
- Administrative proceedings conducted by governmental agencies in which damages are sought are included in the definition of suit.
- Defense costs erode the limit of liability, subject to state exceptions (see Important Notice on preceding page).
- Right, but no duty, to defend any protected person in an administrative proceeding which does not seek damages. Defense costs for these proceedings are in addition to the limit of liability.
- Damages include attorneys' fees of the person bringing the claim if the protected person is legally required to pay them under the law which was violated.
- Declaratory, injunctive or other non-monetary relief costs are excluded.
- Company has the right to settle any claim without the insured's consent.

Automobile Liability Protection**OPTION 1**

Coverage	Each Accident Limit
Liability (Specified Autos, Hired Autos & Non-owned Autos)	2000000
PIP (Owned Autos Which Require No Fault)	Included
PIP Limits	\$2,500
Uninsured Motorist Coverage (All Owned Autos)	
Uninsured/Underinsured Motorist	\$500,000
Statutory Cap Limits of Coverage Endorsement	
Texas bodily injury each person statutory cap limit	\$ 100,000
Texas bodily injury statutory cap total limit	\$ 300,000
Texas property damage or pollution cost or expense statutory cap limit	\$ 100,000
Each Accident Deductible (Bodily Injury/Property Damage)	\$0
Applies to Liability only	
Number of autos, excluding trailers: 97	
Number of trailers: 17	

Program Features and Benefits

AUTOMOBILE

Coverage Agreement

This agreement is designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown.

Who is Protected

Public Entity	Any permitted user
Elected or Appointed Officials	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

- Liability coverage for intentional or expected bodily injury and property damage if the injury or damage results from the reasonable use of force to protect people or property.
- Injury to volunteer workers, including firefighters, is excluded.
- Injury to a fellow employee is excluded, unless otherwise shown on the preceding page.
- Physical damage coverage, if written, is extended to provide the following:
 - Coverage for physical damage to covered autos for intentional or expected damage if the physical damage results from the reasonable use of force to protect people or property.
 - Includes coverage for audio and radar detection equipment, if part of the normal inventory of the insureds emergency vehicles.
 - Accidental inflation of airbags \$1,000.
 - Personal belongings in a stolen vehicle \$250.
 - Automatic coverage for commandeered autos.

Automobile Physical Damage

OPTION 1

Coverage	Valuation	Units	Deductible
Specified Autos			
Comprehensive	Actual Cash Value	102	\$ 1,000
Collision	Actual Cash Value	92	\$ 1,000

The following are included:

Hired Car Physical Damage - Comprehensive/Collision (Deductible: \$250/\$250)

Program Features and Benefits

AUTOMOBILE

Coverage Agreement

This agreement is designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown.

Who is Protected

Public Entity	Any permitted user
Elected or Appointed Officials	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

- Liability coverage for intentional or expected bodily injury and property damage if the injury or damage results from the reasonable use of force to protect people or property.
- Injury to volunteer workers, including firefighters, is excluded.
- Injury to a fellow employee is excluded, unless otherwise shown on the preceding page.
- Physical damage coverage, if written, is extended to provide the following:
 - Coverage for physical damage to covered autos for intentional or expected damage if the physical damage results from the reasonable use of force to protect people or property.
 - Includes coverage for audio and radar detection equipment, if part of the normal inventory of the insureds emergency vehicles.
 - Accidental inflation of airbags \$1,000.
 - Personal belongings in a stolen vehicle \$250.
 - Automatic coverage for commandeered autos.

Emergency Mgt. Vehicles

	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
1	EMER.MGT	2004	TRAILERWELL	1WC200G2742051356		

Juvenile Probation

	DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
1	JUV.PROB	1996	DODGE 12P VAN	2B5WB35Z5TK123852	19,565.00	X	
2	JUV.PROB	2001	CARTEX TRAILER	13KTG12191T002486			
3	JUV.PROB	2005	FORD TAURUS	1FAFP53U75A166413	14,000.00	X	X

Law

DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
1 LAW	1994	Chevrolet 1 ton step van	1GBHP32K9R3303471	3,500.00	X	
2 LAW	1995	FORD 15P VAN	1FBJS31H9SHB90930		X	
4 LAW	2000	CHEVY IMPALAS/KEVIN JONES	2G1WF52E8Y9239661	19,682.00	X	X
5 LAW	2001	FORD F150	1FTRX17W61KF21619		X	X
6 LAW	2002	FORD 1/2 TON CLUB WAGON	1FMRE11WX2HA30253	18,765.00	X	X
7 LAW	2004	Ford F150 Pickup	2FTRX17W74CA72878	17,225.55	X	X
8 LAW	2004	Ford Crown Vic.	2FAFP71W14X172794	20,716.55	X	X
9 LAW	2005	FORD ESCAPE	1FMYU03105KB93382	18,200.00	X	X
10 LAW	2006	C1500 EXTENDED CAB PICKUP	1GCEC19V36Z161027	17,994.71	X	X
11 LAW	2006	Ford F150	1FTRF14516KB39004	18,500.00	X	X
12 LAW	2006	FORD CROWN VICTORIA	2FAFP71W46X120644	13,428.07	X	X
13 LAW	2006	DODGE CHARGER	2B3KA43H78H504890	20,023.00	X	X
14 LAW	2007	DODGE 1500 QUAD CAB	1D7HA18277J553749	17,698.00	X	X
15 LAW	2007	DODGE 1500 QUAD CAB	1D7HA18237J553750		X	X
16 LAW	2007	DODGE 1500 QUAD CAB	1D7HA18257J553751	17,434.00	X	X
17 LAW	2007	DODGE CHARGER	2B3KA53H77H730662	26,318.00	X	X
18 LAW	2007	CHEVY IMPALAS	2G1WS55R679400520	19,570.00	X	X
19 LAW	2008	FORD CROWN VICTORIA	2FAFP71V59X119352	24,100.00	X	X
20 LAW	2008	FORD CROWN VICTORIA	2FAFP71V98X119354	24,100.00	X	X
21 LAW	2008	CHEVROLET PK 1/2 TON	2GCEC130281332035	23,717.25	X	X
22 LAW	2009	U03 ESCAPE XLT UJ STERLING GRAY	1FMCU03G59KA89393	17,817.24	X	X
23 LAW	2009	FORD F150 SUPERCREW 4X2 SS	1FTRW12859FA12959	23,605.55	X	X
24 LAW	2009	FORD F150 SUPERCREW 4X2 SS	1FTRW12819FA12960	20,120.05	X	X
25 LAW	2009	FORD F150 SUPERCREW 4X2 SS	1FTRW12839FA12961	24,720.15	X	X
26 LAW	2009	CROWN VICTORIA	2FAHP71V29X104656	25,517.10	X	X
27 LAW	2009	DODGE CHARGER	2B3LA43TX9H638514	22,966.00	X	X
28 LAW	2009	FORD CROWN VICTORIA	2FAHP71V49X149002	20,362.58	X	X
29 LAW	2009	FORD CROWN VICTORIA	2FAHP71V29X149001	26,262.56	X	X
30 LAW	2010	F150 CREW 4X2 OXFORD WHITE	1FTEW1C8XAF60667	27,775.94	X	X

Const. 14

	DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
1	LAW/CONST 1&4	2005	FORD 139 SUPERCREW 4X4	1FTPW14545KC55965	25,627.00	X	X
2	LAW/CONST 1&4	2009	FORD EXPEDITION	1FMFU15579LA12548	27,297.00	X	X
3	LAW/CONSTABLE	2005	CHEVY IMPALAS	2G1WF55K659192255	17,500.00	X	X

Const. 2 3

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DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
3 LAW/CONST 2&3	2009	F150 Super Cab Pickup	1FTPW14V19FA65085	37,413.46	X	X
4 LAW/CONST 2&3	2006	Dodge	3D75S28D25G780355	24,759.00	X	X

Seized

DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision
1 LAW/SEIZED	1981	FORD PKUP	2FTCF10E9BCA21308	SEIZED	UNABLE TO GET TITLE	
2 LAW/SEIZED	1999	GMC SUBURBAN	3GKEC16R8XG544622	SEIZED		
3 LAW/SEIZED	2005	HONDA ELEMENT	5J6YH18635L015604	SEIZED	X	X
4 LAW/SEIZED	2006	CHEVY AVALANCHE	3GNEK12Z26G139690	SEIZED	X	X
5 LAW/SEIZED	2008	FORD PKUP	1FTWW33RX8EC15954	SEIZED	X	X

Panola County Vehicle List 2010

DEPARTMENT	YEAR	MAKE/MODEL	VIN #	COST NEW	Comp.	Collision	ADDED
1 R & B	1970	HOMEMADE TRAILER	TR182933				
2 R & B	1989	CARTEX TRAILER	13KTG1015KT000447		X		X
3 R & B	1991	MACK TRUCK	1M2AA13YXMW012986	20,000.00	X		
4 R & B	1993	FORD F6000	1FDNK64P8PVA00539	20,696.00	X		
5 R & B	1993	MACK 6H613	1M2AA14Y1PW025953	18,000.00	X		
6 R & B	1994	FLOWBOY TRAILER	1H9SS4227RN102154	18,000.00	X		X
7 R & B	1995	FORD DUMP TRUCK	1FDYW82EXSVA96768		X		
8 R & B	1996	FORD 2 TON WINCH	1FDWF80CITVA20360	31,427.00	X		
9 R & B	1997	FORD F160 TRUCK	1FTDX1763VND41268	20,186.00	X		
10 R & B	1998	FORD F160	1FTZX18W3WKB36539	22,635.00	X		X
11 R & B	1998	FORD 2TON DUMP	1FDXN80F2WVA13312	39,119.00	X		
12 R & B	1998	TOP HAT UTILITY	4R7FS1625WT017809		X		X
13 R & B	1998	CARTEX TRAILER	26841620000032398	6,400.00	X		X
14 R & B	1999	FORD F350	1FDWF36F6XED32992	22,782.00	X		X
15 R & B	1999	FORD F-350	1FDWF36F6XED32993	22,782.00	X		X
16 R & B	1999	FORD F-350	1FDWF36F6XED32994	22,782.00	X		X
17 R & B	1999	CARTEX GOOSENECK	25840452000022399	8,000.00	X		X
18 R & B	2000	FORD F160	1FTPX18L2YNC23914	30,000.00	X		X
19 R & B	2000	FORD DUMP TRUCK	3FDXF75H4YMA06702	43,120.00	X		X
20 R & B	2001	CARTEX TRAILER	13KTG1212YT002436	645.00	X		X
21 R & B	2001	DODGE 1 TON	3B6MC36681M525641	24,000.00	X		X
22 R & B	2001	DODGE 1 TON	3B6MC3661M525643	24,000.00	X		X
23 R & B	2001	DODGE 1 TON	3B6MC36661M525640	24,000.00	X		X
24 R & B	2001	CARTEX 18FT. TRAIL	13KEP18281T002522	1,150.00	X		X
25 R & B	2002	FORD F150	1FTRF17L02NAB8873	15,061.00	X		X
26 R & B	2002	FORD F250	1FTNX20F22EB92061	22,867.00	X		X
27 R & B	2002	FORD F750	3FDXF75H22MA17950	37,995.00	X		X
28 R & B	2002	FORD F750	3FDXF75H42MA17951	37,995.00	X		X
29 R & B	2002	FORD F750	3FDXF75H62MA17952	37,995.00	X		X
30 R & B	2002	FORD 1 TON	1FDSF34F62EC07078	24,821.00	X		X
31 R & B	2002	FORD 1 TON	1FDWF36F72EA70733	24,896.00	X		X
32 R & B	2003	FORD F150	1FTRX17W03NB32816	30,000.00	X		X
33 R & B	2003	CARTEX TRAILER	13KTG08171T002794				
34 R & B	2004	FORD F750	3FRXF76864V52191	39,308.00	X		X
35 R & B	2004	FORD F-750	3FRXF76PX4V684713	39,674.00	X		X
36 R & B	2004	FORD F-750	3FRXF76P64V684711	39,674.00	X		X
37 R & B	2004	FORD F-750	3FRXF76P84V684712	39,674.00	X		X
38 R & B	2005	Dodge 3500 Reg Cab	3D7MR46C65G820690	22,679.00	X		X
39 R & B	2005	DODGE RAM 2500	3D7KS28C28G760601	29,000.00	X		X
40 R & B	2005	Chevrolet C1500 CrewCab	2GCEC13T561275044	22,148.00	X		X
41 R & B	2006	Dodge 1 Ton	3D7ML48CX6G207598	31,838.00	X		X

Panola County Vehicle List 2010

42	R & B	2006	DODGE 1 TON	3D7ML48C66G207601	31,838.00	X	X
43	R & B	2006	FORD F-750 DUMP TRUCK	3FRXF75P76V356685	49,950.00	X	X
44	R & B	2006	FORD F-750 DUMP TRUCK	3FRXF75P96V356686	49,950.00	X	X
45	R & B	2006	FORD F-750	3FRXF75S06V243844	48,810.00	X	X
46	R & B	2007	CHEVY TRUCK SILVERADO	1GBJK34D27E155129	31,633.00	X	X
47	R & B	2007	FORD F 750	3FRXF75S87V479417	50,800.00	X	X
48	R & B	2007	DODGE 3500 QUAD CAB CHASSIS	3D6WH48A57G773846	33,496.00	X	X
49	R & B	2007	DODGE 1 TON PICKUP	3D6WG46A67G780874	28,000.00	X	X
50	R & B	2007	TOP HAT CARTEX UTILITY	4R7G030207T078372	50,000.00	X	X
51	R & B	2007	PITTS LOWBOY TRAILER	5JVLB52357P071290	44,475.00	X	X
52	R & B	2008	FORD DUMP TRUCK	3FRXF75S08V572742	55,950.00	X	X
53	R & B	2008	FORD DUMP TRUCK	3FRXF75S78V048004	55,771.00	X	X
54	R & B	2008	FORD DUMP TRUCK	3FRXF75S08V048006	55,771.00	X	X
55	R & B	2008	FORD DUMP TRUCK	3FRXF75S98V048005	55,771.00	X	X
56	R & B	2008	DODGE PICK UP	3D7KS26A98G234679	33,322.15	X	X
57	R & B	2008	NECKOVER TRAILER	1N9GF32248T263180	10,000.00	X	X
58	R & B	2008	DODGE CAB & CHASSIS	3D6WG46A08G233973	28,203.37	X	X
59	R & B	2008	GMC DUMP TRUCK	1GDS8C1B08F401958	64,627.00	X	X
60	R & B	2009	DODGE 3/4	3D7KR26L09G530835	32,679.00	X	X
61	R & B	2009	KENWORTH DUMPTRUCK	1NKWL49X69J260196	103,746.00	X	X
62	R & B	2009	GMC TON 1/2 PICKUP	1GDE4C1949F410055	39,347.00	X	X
63	R & B	2009	FORD F-250 SUPER 4X4	1FTSX21R98EA85868	27,793.42	X	X
64	R & B	2009	Chevy 3/4 ton	1GCHC44K49F161393	20,985.00	X	X
65	R & B	2009	Dodge RAM 5500 CAB & CHASSIS	3D6WC76LX9G507390	31,895.28	X	X
66	R & B	2009	FORD F750 DUMP TRUCK	3FRXF75D29V179067	57,600.00	X	X
67	R & B	2009	DODGE RAM 2500 QUAD CAL	1T3D7KS28L78G647620	37,970.00	X	X
68	R & B	2009	TOP HAT 30' TANDEM DUAL GOO	4R7G030258T091670	8,260.00	X	X
69	R & B	2010	T370 Kenworth Dump Truck	2NKH1H8X2AM265016	69,463.00	X	X
70	R & B	2010	30' TOPHAT TRAILER	4R7G03022AT098095	8,635.00	X	X
71	R & B	2010	83"x20" D&P tandem axle UT	13KBU20209T004001	3,495.00	X	X
72	R & B						

Commercial Crime

OPTION 1

Coverage	Limit
Employee Theft - Per Employee Coverage, Discovery Form	\$ 250,000
Deductible	\$ 2,500
Forgery or Alteration	\$ 10,000
Deductible	\$ 2,500
Inside Premises - Theft of Money & Securities	\$ 10,000
Deductible	\$ 2,500

The following additional exclusions apply:

Treasurer or tax collector excluded under Employee Theft.

Employees required by law to be individually bonded excluded under Employee Theft.

Umbrella Occurrence

OPTION 1

Coverage	Limit
General Total Limit	\$ 1,000,000
Products & Completed Work Total Limit	\$ 1,000,000
Personal Injury Each Person Limit	\$ 1,000,000
Advertising Injury Each Person Limit	\$ 1,000,000
Law Enforcement Liability Each Wrongful Act Limit	\$ 1,000,000
Each Event Limit	\$ 1,000,000
Deductible Per Event	\$ 10,000

Coverage is provided over the following underlying each event or each wrongful act limit:

General Liability (Occurrence)	\$ 2,000,000
Auto Liability	\$ 2,000,000
Law Enforcement Liability (Occurrence)	\$ 2,000,000
The following are included:	
Government Unit Endorsement	
Law Enforcement Liability Endorsement	

The following additional exclusions apply:

Asbestos Exclusion Endorsement
 Mold, Other Fungi, Or Bacteria Exclusion Endorsement
 Employment Related Practices Exclusion Endorsement
 Failure to Supply Services Total Exclusion Endorsement
 Health Care Professional Services Exclusion Endorsement
 Injury to Volunteer Firefighters Exclusion Endorsement
 Public Use of Property Exclusion Endorsement (eminent domain exclusion)
 Property Damage Change & Intellectual Prop Exclusion
 Unsolicited Communication Exclusion Endorsement
 Mobile Equipment Subject To Compulsory or Financial Responsibility Insurance Laws or
 Scheduled Under Your Automobile Liability Insurance Redefined as Autos Endorsement
 Excluded Operations and Premises
 Airport, including any airfield, runway, hangar, terminal, or other property in connection with
 aviation activities
 Dams, levees, or dikes
 Day care, day camp, nursery, or similar facility
 Electric utility
 Fire district or department
 Gas utility
 Halfway house, emergency shelter, or other group home
 Hospital, nursing home, medical clinic, or other type of medical facility
 Housing project or authority
 Organized or sponsored racing or stunting activity or event involving wheeled vehicles,

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including skateboards and roller skates
Port, harbor, or terminal district
School district or system
Transportation system
Water utility
Waterpark
Fireworks displays or exhibitions
Rodeo Participants

Program Features and Benefits

UMBRELLA EXCESS LIABILITY

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a broader than primary basis.

Who is Protected

Follows the primary.

Other

- Sewer back up and failure to supply services are excluded.
- Coverage does not apply over Employee Benefit Plans Administration Liability, Public Entity Management Liability or Health Care Professional Liability.
- Deductible applies only to losses covered by the Umbrella Excess but not covered under the primary.

Excess Errors and Omissions Liability
Claims-Made

OPTION 1

Coverage	Limit
Total Limit	\$ 1,000,000

Coverage is provided over the following underlying each wrongful act limit:

Public Entity Management Liability (Claims-Made)	\$ 2,000,000
Employee Benefit Plans Administration Liability	\$ 2,000,000

Program Features and Benefits

EXCESS ERRORS AND OMISSIONS LIABILITY

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for damages *other than* bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each wrongful act limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a following form over primary basis.

Who is Protected

Follows the primary.

Other

- Coverage does not apply over General Liability, Auto Liability, Law Enforcement Liability or any other coverage providing bodily injury, property damage, personal injury or advertising injury.

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ADDITIONAL INFORMATION REQUIRED

The following information is needed on this account.

TRAVELERS Cynthia Figueroa
Fax: 210-527-2800

ACCOUNT PREMIUM

Panola County, Texas
Patterson Agency, The

The following is the premium breakdown for this account. If both Property and General Liability have been quoted, they include a package credit. If both are not bound, the premiums below do not apply.

To bind coverage:

- Place a checkmark in the box next to the lines of business to be bound;
- Indicated the effective date;
- Sign this form; and
- Fax this form to the underwriter.

PACKAGE POLICY

Property	\$ 63,094	<input checked="" type="checkbox"/>
Equipment Breakdown	\$ 2,186	<input checked="" type="checkbox"/>
Inland Marine	\$ 32,458	<input checked="" type="checkbox"/>
Public Entity General Liability	\$ 58,101	<input checked="" type="checkbox"/>
Employee Benefit Plans Administration Liability	\$ 790	<input checked="" type="checkbox"/>
Law Enforcement Liability	\$ 67,187	<input checked="" type="checkbox"/>
Public Entity Management Liability	\$ 2,862	<input checked="" type="checkbox"/>
Employment Practices Liability	\$ 50,994	<input checked="" type="checkbox"/>
Automobile Liability Protection	\$ 72,158	<input checked="" type="checkbox"/>
Automobile Physical Damage	\$ 14,936	<input checked="" type="checkbox"/>
Commercial Crime	\$ 1,734	<input checked="" type="checkbox"/>
Umbrella	\$ 18,027	<input checked="" type="checkbox"/>
Total Package Premium	TBD	
Taxes, Surcharges, and Fees	TBD	

Note - Terrorism Coverage is not included in the premiums outlined above.

IMPORTANT NOTE REGARDING POLICY MINIMUM PREMIUM

The lines of business shown above are subject to a \$5,000 policy minimum premium. If the line(s) of business selected for binding do not total at least \$5,000, then the premiums shown above for those lines of

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business will be adjusted to total \$5,000 .

Payment Plan

Billing Type: Agency Bill

Payment Type: , Full Pay - Full payment due at inception.

Service Charge: None

Signature: David L. Anderson Policy term: _____

TRAVELERS Cynthia Figueroa
Fax: 210-527-2800**Terrorism Risk Insurance Act of 2002 Disclosure**

Panola County, Texas
Patterson Agency, The
Effective: 01/01/2010 to 01/01/2011

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(1) of the Act to mean any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the Federal Government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for coverage's other than workers' compensation, are automatically provided at the additional premiums shown below. The charge for this exposure for workers' compensation is an additional premium, which is reflected separately within this proposal. The charge for each coverage does not include any charge for the portion of losses covered by the Federal Government under the Act.

Line of Business	Option	Premium
Property	Option 1	\$ 392
Property	Option 5	\$ 418
Inland Marine	Option 1	\$ 418
Public Entity General Liability	Option 1	\$ 523
Law Enforcement Liability	Option 1	\$ 1,252
Public Entity Management Liability	Option 1	\$ 61
Employment Practices Liability	Option 1	\$ 199
Umbrella	Option 1	\$ 325

OTHER INFORMATION

GENERAL CONDITIONS

No warranty is made or implied with respect to the total compliance with bid specifications or applications. It is your responsibility to review the bid specifications or applications and the Travelers quote to determine if all coverages have been provided. Please contact us if you have any questions about the coverages offered.

This proposal highlights certain features and benefits of the Travelers Public Sector Services program. Final terms, conditions, and exclusions are contained in each individual policy.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website:

http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

D0148 Ed 5 - 08

SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION
UNINSURED/UNDERINSURED MOTORISTS COVERAGE

TEXAS

(To be completed and signed by Named Insured)

IMPORTANT - PLEASE READ CAREFULLY

Please read this document carefully. Your coverage options are explained below.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Unless rejected in writing, Texas law (Texas Insurance Code, section 1952.101) requires that all automobile liability or motor vehicle liability policies delivered or issued for delivery in Texas provide coverage in at least the limits prescribed in the Texas Motor Vehicle Safety Responsibility Act (Texas Transportation Code, Ch. 601) for the protection of insureds there under who are legally entitled to recover damages from owners or operators of uninsured or underinsured motor vehicles. Refer to your policy for the prevailing coverage provisions.

Your automobile liability or motor vehicle liability policy shall automatically include Uninsured/Underinsured Motorists Coverage at limits equal to your bodily injury and property damage liability policy limits, unless you reject Uninsured/Underinsured Motorists Coverage or select lower limits below, but not less than the Minimum Financial Responsibility Limits.

- ☐ I hereby reject Uninsured/Underinsured Motorists Coverage for all vehicles covered by my policy.
- ☐ I select the Minimum Financial Responsibility Limits of \$25,000 each person/\$50,000 each accident for bodily injury and \$25,000 each accident for property damage; or \$75,000 combined single limit, for all vehicles covered by my policy. The Uninsured/Underinsured Motorists Coverage limits will be either split (each person/each accident) or a combined single limit (CSL) consistent with the liability limits on your policy.
- ☒ I select other limits of Uninsured/Underinsured Motorist Coverage (not to exceed the bodily injury and property damage liability limits of my policy) for all vehicles covered by my policy. (Specify)
- | | |
|--|---|
| <input type="checkbox"/> \$100,000 each accident (CSL); | <input type="checkbox"/> \$750,000 each accident (CSL); |
| <input type="checkbox"/> \$250,000 each accident (CSL); | <input type="checkbox"/> \$1,000,000 each accident (CSL); |
| <input type="checkbox"/> \$300,000 each accident (CSL); | <input type="checkbox"/> \$ _____ |
| <input type="checkbox"/> \$350,000 each accident (CSL); | |
| <input checked="" type="checkbox"/> \$500,000 each accident (CSL); | |

Please note that Uninsured/Underinsured Motorists Coverage for property damage is subject to a \$250 deductible. However, if you have elected to purchase a large deductible rating plan, the deductible rating plan amount shown on the deductible endorsement in your policy shall apply.

I understand that my coverage election shall apply on the policy(ies) in effect at the time this form is executed and to all future renewals thereof until I notify the Company IN WRITING of any changes. My signature below evidences my actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits I have selected, rejected or accepted by default.

SIGNATURE OF NAMED INSURED



DATE

12-15-09

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CONSENT ITEMS

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



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JACK ELLETT
SHERIFF

PANOLA COUNTY SHERIFF'S DEPARTMENT


11/24/09

Judge David Anderson
Panola County Commissioner's Court

Please record the termination of James Walker as a Senior Detention Officer, effective 11/24/09.

Please record the appointment of James Farris as a Reserve Deputy, effective 11/24/09.

Yours truly,


Jack Ellett
Sheriff

HONESTY - INTEGRITY - DEDICATION

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Sammy Brown Library

522 W. College
Carthage, Texas 75633
Phone 903-693-6741
Fax 903-693-4503

December 3, 2009

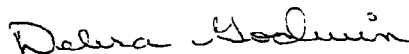
The Honorable David Anderson
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Judge Anderson:

Please add the following request to the December 14, 2009 agenda schedule
Commissioner's meeting:

1) Record the employment of Meghan Tribbey as the Sammy Brown Library
Reference Librarian effective as of December 15, 2009. At the rate of 9.83 per hour.

Sincerely,



Debra Godwin
Sammy Brown Library
Director

CC: Sidney Burns
Gloria Portman

DG

12/3/2009

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND /OR UTILITY LINESTO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Enerpipe Corp. (Enterprise P.L.C.) Proposes to place a
(COMPANY NAME)Repair - 8" - LNG - (existing) Line within the Right-of-Way
(PIPE SIZE)of County Road: 401 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 45'.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 2nd day of
December 2009.FIRM: Enerpipe Corp.
BY: Eddie Clark
TITLE: Supt.
ADDRESS: 15937 Ridlon
Channelview Texas 77530
PHONE: (281) 457 6600
409 789 1327

**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.

Commissioners:

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

APPROVAL

December 14, 2009

TO: Mr. Eddie Clark
Enerpipe Corp.
15937 Ridlon
Channelview, Texas 77530

RE: CR# 401

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" 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.

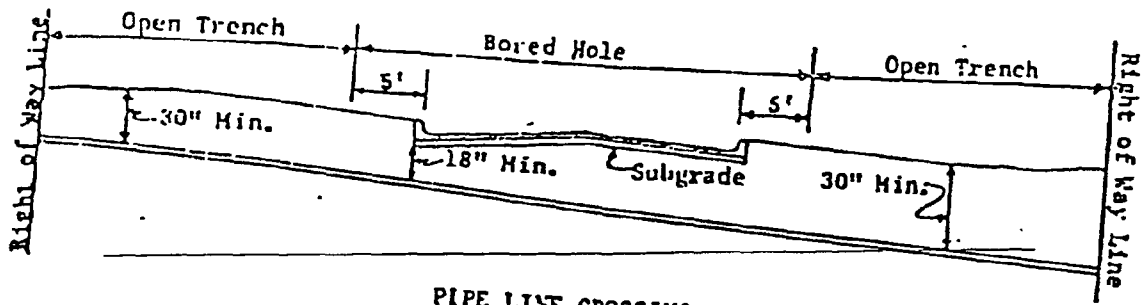
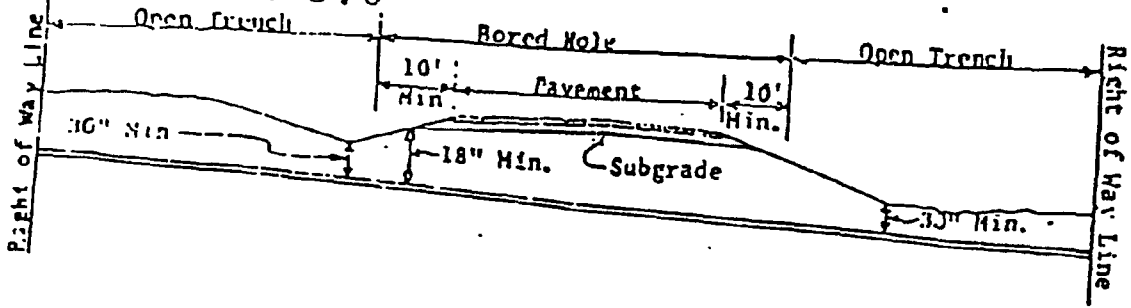
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in 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: _____

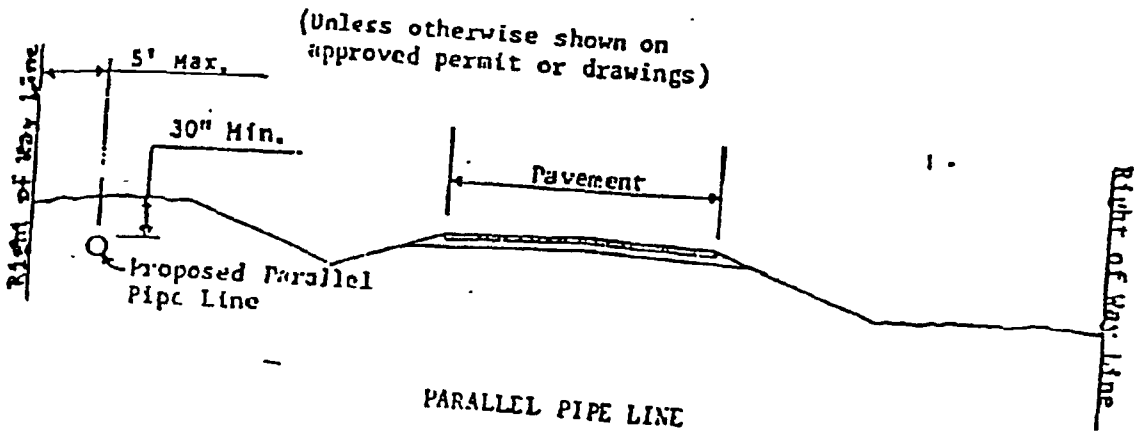
COUNTY JUDGE

COMMISSIONERS:

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

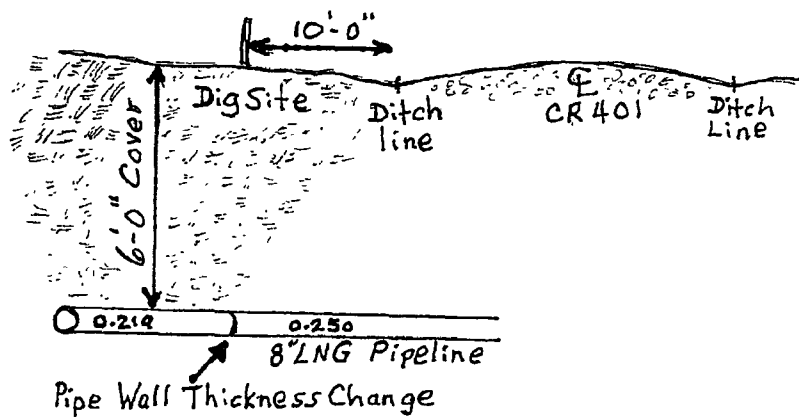
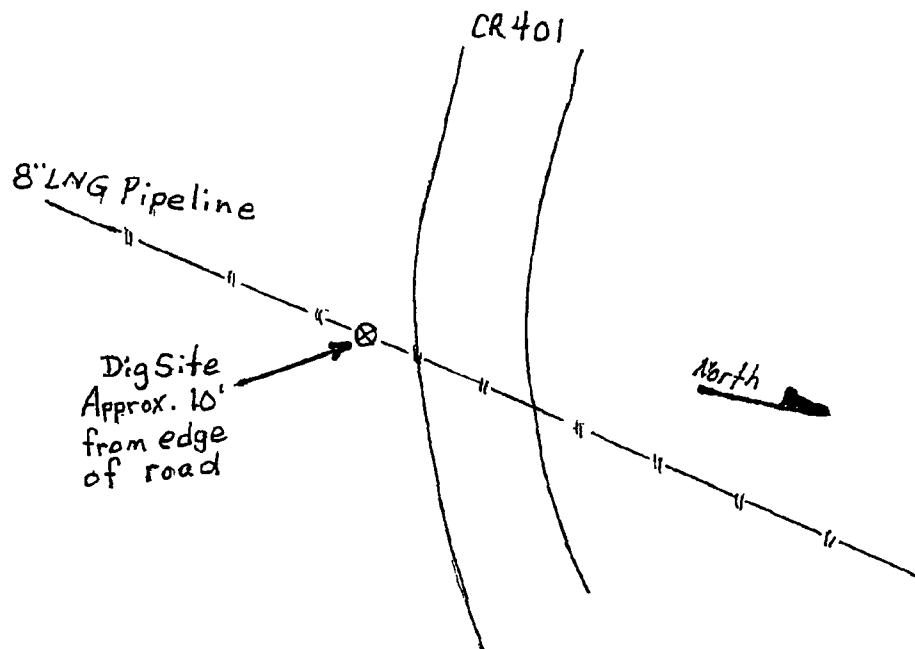


PIPE LINE CROSSING



Dig Site for repair to
Enterprise 8" LNG Pipeline

VOL. 68 PAGE 571



VOL. 68 PAGE 572

ConocoPhillips

ConocoPhillips Company
Property Tax, Real Estate, Right of Way
and Claims
c/o Eddie Toth
1422 Bowsprit Pt.
Willis, TX 77318-8414

PRW32071

December 2, 2009

Dale LaGrone
Panola County Commissioner
Panola County Courthouse
Carthage, TX 75633

Re: Panola Unit 2 Well No. 18
County Road 130

Dear Commissioner LaGrone,

According to our previous discussions, you will find enclosed payment associate with the reference well and county road. Kindly contact me in the event you have any questions.

Sincerely,



Eddie Toth
Agent
936.689.2707

Donation

Date 12/7/09

The undersigned has secured a contribution from CONOCO/PHILLIPS to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 2500. ⁰⁰/_{2x} and/or

material of the following type and amount _____

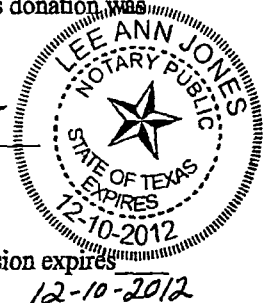
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 130, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employees of Panola County. I further certify that this donation was give freely and voluntarily.

[Signature] Commissioner, Precinct # 4

Sworn and subscribed to this 7th day of December 2009

Lee Ann Jones, Notary Public, State of Texas, My commission expires



12-10-2012

(Panola County Commissioner' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 14th day of December 2009
County Judge David L. Anderson

David L. Anderson

VOL. 68 PAGE 574

ConocoPhillips

ConocoPhillips Company
Property Tax, Real Estate, Right of Way
and Claims
c/o Eddie Toth
1422 Bowsprit Pt.
Willis, TX 77318-8414

PRW31721

December 3, 2009

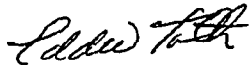
Dale LaGrone
Panola County Commissioner
Panola County Courthouse
Carthage, TX 75633

Re: Panola A Unit Well No. 16
County Road 425

Dear Commissioner LaGrone,

According to our previous discussions, you will find enclosed payment associate with the reference well and county road. Kindly contact me in the event you have any questions.

Sincerely,



Eddie Toth
Agent
936.689.2707

Donation

Date 12/7/09

The undersigned has secured a contribution from CONOCO/PHILIPS to Panola County for use in the Panola County Road and Bridge Fund. This contribution consists of:

\$ 2500.00 and/or
material of the following type and amount _____

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 425, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employees of Panola County. I further certify that this donation was give freely and voluntarily.

Dale L. Thompson Commissioner, Precinct # 4

Sworn and subscribed to this 7th day of December, 2009

Lee Ann Jones, Notary Public, State of Texas, My commission expires 12-10-2012



(Panola County Commissioner' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 7th day of December, 2009
County Judge David L. Anderson

David L. Anderson

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:

Deadwood W.S.C. Proposes to place a
(COMPANY NAME)
2" Line within the Right-of-Way
(PIPE SIZE)

of County Road: 3261 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 40'

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 3 day of
December 2009.

FIRM: Deadwood W.S.C.
BY: Wade Allums
TITLE: Operator / Manager
ADDRESS: P.O. Box 412
Carthage, TX 75633
PHONE: (903) 678-9073

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.

VOL. 68 PAGE 578

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.

APPROVAL

December 14, 2009

TO: Mr. Wade Allums
Deadwood W.S.C.
P. O. Box 412
Carthage, Texas 75633

RE: CR# 3261

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 2" 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:

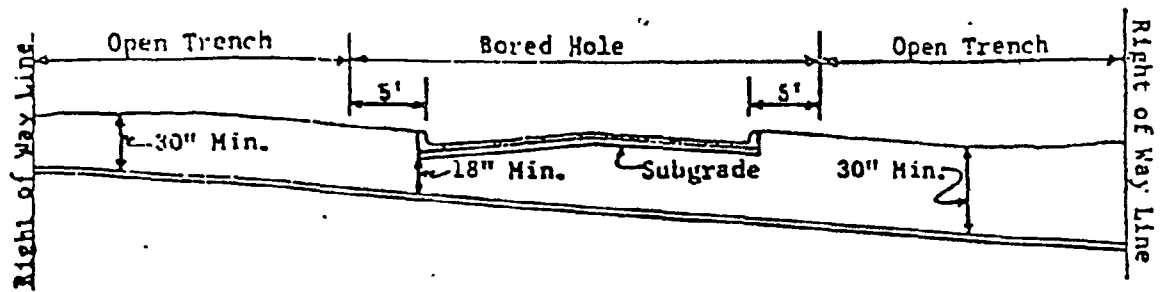
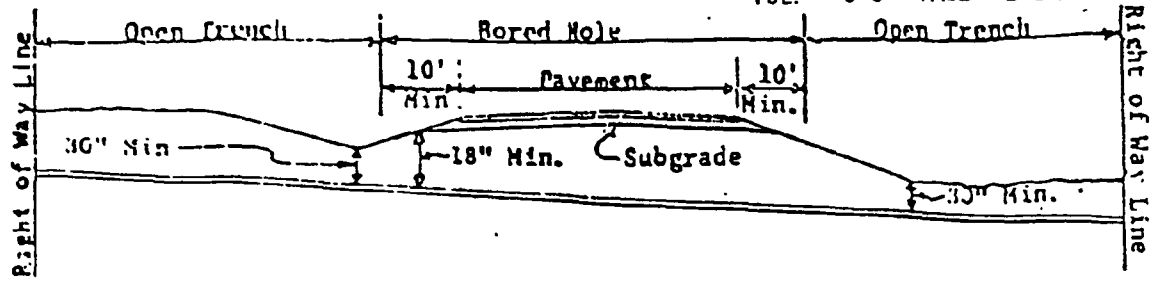
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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: 
COUNTY JUDGE

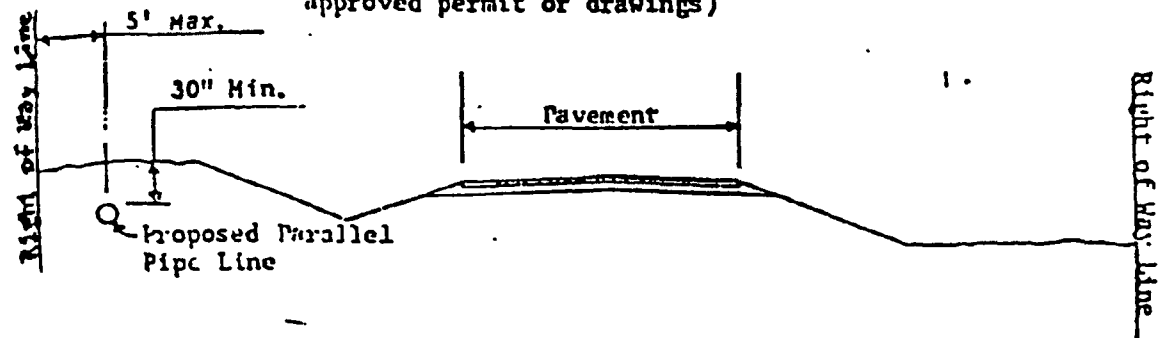
COMMISSIONERS:

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

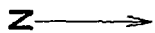


PIPE LINE CROSSING

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE



C.R. 326

C.R. 3261

600 ft

40ft Bore & PVC Casing

Deadwood W. S. C.

Date: 12/3/2009

Drafted By:

Checked By:

Panola County, TX

C.R. 3261 Road Bore

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Ronnie LaGrone

For Successfully Completing 17 Hours of Educational Training

During the

87th Annual County Judges and Commissioners Association of Texas


Conference

October 5-8, 2009

Corpus Christi, Texas


Ed Smith, Director, Texas Agrilife Extension Service


AgriLIFE EXTENSION
Texas A&M System


Rick Avery, Director, V.G. Young Institute of County Government


J. Lee, President, County Judges and Commissioners Association of Texas


V.G. YOUNG
Institute of
County
Government

This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Douglas M. Cotton

For Successfully Completing 16 Hours of Educational Training


During the

87th Annual County Judges and Commissioners Association of Texas
Conference

October 5-8, 2009
Corpus Christi, Texas


Ed Smith, Director, Texas Agrilife Extension Service

 **AGRI LIFE EXTENSION**
Texas A&M System


Rick Avery, Director, V.G. Young Institute of County Government


President, County Judges and Commissioners Association of Texas

 **V.G. YOUNG
Institute of
County
Government**

This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Herman E. Reed, Jr.

For Successfully Completing 18 Hours of Educational Training

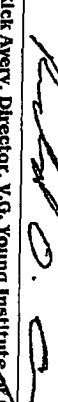
During the

87th Annual County Judges and Commissioners Association of Texas
Conference

October 5-8, 2009
Corpus Christi, Texas


 **AgriLIFE EXTENSION**
Texas A&M System


Ed Smith, Director, Texas AgriLife Extension Service


Rick Avery, Director, V.G. Young Institute of County Government


James S. Jones, President, County Judges and Commissioners Association of Texas

This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

 V.G. YOUNG
Institute of
County
Government

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Dale LaGrone

For Successfully Completing 16 Hours of Educational Training

During the

87th Annual County Judges and Commissioners Association of Texas
Conference

October 5-8, 2009
Corpus Christi, Texas

Edward J. Smith
Ed Smith, Director, Texas Agrilife Extension Service

Rick O. Avery
Rick Avery, Director, V.G. Young Institute of County Government

James S. Burgett
President, County Judges and Commissioners Association of Texas



AgriLIFE EXTENSION
Texas A&M System

This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

PANOLA COUNTY, TEXAS

REQUEST FOR PROPOSAL

RETURN PROPOSAL TO:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND PROPOSAL SHEET are for your convenience in submitting an offer for the enclosed referenced service for Panola County.

Sealed proposals shall be received no later than:

9:00 A.M., MONDAY, JANUARY 11, 2010

MARK ENVELOPES

"SHERIFF'S DEPARTMENT VHF RADIO SYSTEM"

Proposer shall sign and date the proposal on each page. Proposals which are not signed and dated can be rejected. Proposals must be submitted on the enclosed form and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Request for Proposal and specifications should be directed to Captain Byron McMillen, at (903) 693-0333.

Signature

REQUEST FOR PROPOSAL

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners' Court of Panola County, Texas, sealed proposals will be received for:

SHERIFF'S DEPARTMENT VHF RADIO SYSTEM

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interests of Panola County. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted to:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 9:00 a.m., Monday, January 11, 2010

Mark Envelopes:

"SHERIFF'S DEPARTMENT VHF RADIO SYSTEM"

ALL PROPOSALS MUST BE RECEIVED BEFORE OPENING DATE AND TIME.

Signature

**REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT**

FUNDING: Funds for payment will be provided through the Panola County Budget Amendment adopted by the Commissioners' Court for Fiscal Year 2010.

LATE PROPOSALS: Proposals received after submission deadline will be considered void and unacceptable. County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING PROPOSALS: Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the offerer without the permission of county for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submission of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiation.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

SALES TAX: County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales tax.

CONTRACT: This proposal, accompanying documents and any negotiated terms, when properly accepted by county, shall constitute a contract equally binding between the successful offerer and county. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to county.

Signature

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with VTCA, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of county.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and shall hold the offerer responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of county.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

ADDENDA: Any interpretations, corrections or changes in this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in county. Addenda will be mailed to all who are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;

Signature

5. be otherwise qualified and eligible to receive an award.

County may request any other information sufficient to determine offerer's ability to meet these minimum standards listed above.

PROPOSAL SELECTION: The proposal award shall be based on the following percentage evaluation factors:

- 15% Offerer's Qualifications/Experience and Financial Status
- 25% Proposed Pricing
- 30% Meets Needs and Requirements of Panola County As Well As Future Needs Through Enhancements and Upgrades
- 30% Offerer's Support/Service-Including Skills, Number and Availability of Support and Service Personnel

REFERENCES: County may request offerer to supply a list of at least three (3) references where like services/products have been supplied by their firm.

OFFERER SHALL PROVIDE with this proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL OFFERER SHALL defend, indemnify and save harmless county and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from contract award. Successful offerer indemnifies and will indemnify and save harmless county from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offerer shall pay any judgment costs which may be obtained against county growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best offerer as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best

Signature

interest of the county in the event of breach or default of this contract. County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes county to award another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, county shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

TERMINATION: It is Panola County's intent to pay the consideration herein set forth for the full term of contract. However, in order to not create a debt and be in compliance with the Texas Constitution, Panola County reserves the right to terminate contract at the end of the budget years.

Bidder, in submitting this bid, agrees county shall not be liable to prosecution for damages in the event that county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful offerer by county shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful offerer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

CONTRACT ADMINISTRATION: County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between county and the successful offerer.

PAYMENT will be made upon receipt of a valid invoice for services to be rendered, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

Signature

REMEDIES: The successful offerer and county agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful offerer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of county.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Signature

**PANOLA COUNTY, TEXAS
SHERIFF'S DEPARTMENT VHF RADIO SYSTEM
PROPOSAL**

PROJECTS

The RFP consists of Project #1 and Option A. The county may choose to except or reject proposals for either Project #1 or Project #1 with Option A included. Therefore a separate proposal for each is requested.

Note: This RFP is funded by a Grant from the United States Department of Homeland Security, all Hardware and Labor costs must meet Grant Requirements.

PROPOSAL DETAILS

Vendor will attach to the bid proposal, a detailed list of all major hardware components to be installed as part of each project. This must include manufacture's name and model number for each piece of hardware. Upon request by the county, the vendor must supply detailed specification for each piece of hardware listed.

Vendor will supply in writing any warrant information, for both hardware and labor costs, related to the projects.

Vendor shall provide either in writing or by a diagram, a description of how the projects will be designed and their operation.

PROJECT COMPLETION DATE

Vendor completion date for projects should be no more than six months from the time the bids are awarded. If a time extension is required, it must be requested in writing for the county.

**PANOLA COUNTY, TEXAS
SHERIFF'S DEPARTMENT VHF RADIO SYSTEM
PROPOSAL**

PROJECT # 1

1. GENERAL REQUIREMENTS

Panola County, hereinafter referred to as "county", is requesting a proposal for the purchase and installation of a VHF radio system, for the County's Sheriff's Department. The county requests the Vender to configure a system that will meet the County's needs based upon the Vender's expertise in County government systems and the minimum specifications within the RFP. Note: This system will require a new frequency. Vender will be responsible for obtaining a new FCC License.

2. SPECIFICATIONS

VHF radio system that will provide complete coverage of the Panola County Geographic area.

System to include:

Two control stations and associated equipment to be located in the Sheriff's Dispatch Center, 314 W. Wellington St. Carthage, Texas.

Complete Repeater system, including Duplexer, Power Amplifier, all other equipment, associated cables and mounting racks.

DB 224 Antenna or equivalent and mounting brackets.

Cox Cable and associated protection equipment

(29) Mobile Radio units

(18) Portable Radios including Rapid Chargers.

Repeater and all Radios are to be Project compatible.

3. LABOR

Installation and setup of Repeater system

Installation of Control stations

Tower Labor

Installation of new mobile radios

Reprogramming of existing mobile and portable radios

FCC License & Fees

4. TOWER

The Repeater and Antenna are to be placed on a tower owned by: East Texas Medical Center. Tower will be located near the intersection of South Adams St. and the Loop, Carthage, Texas. Tower will be about 430 Feet tall.

Vender will be responsible for coordinating with ETMC personal during the installation process.

OPTION (A)**1. GENERAL REQUIREMENTS**

Panola County, hereinafter referred to as "county", is requesting a proposal for the Relocation of the existing VHF radio system, for the County's Sheriff's Department. The county requests the Vender to configure a relocation that will meet the County's needs based upon the Vender's expertise in County government systems and the minimum specifications within the RFP. Note: This relocation will require updating current FCC license.. Vender will be responsible obtaining update to FCC License.

2. SPECIFICATIONS

Relocate the Panola County Sheriff's Department existing VHF radio system to ETMC Tower from the Panola County Courthouse.

System to include:

Two control stations and associated equipment to be located in the Sheriff's Dispatch Center, 314 W. Wellington St. Carthage, Texas

DB 224 Antenna or equivalent and mounting brackets.

Cox Cable and associated protection equipment

3. LABOR

Relocate and setup of Repeater system

Installation of Control stations

Tower Labor

FCC License & Fees

4. TOWER

The Repeater and Antenna are to be placed on a tower owned by: East Texas Medical Center. Tower will be located near the intersection of South Adams St. and the Loop, Carthage, Texas. Tower will be about 430 Feet tall.

Vender will be responsible for coordinating with ETMC personal during the installation process.

PROPOSAL

SHERIFF'S DEPARTMENT VHF RADIO SYSTEM

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned declares that the only person or persons interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to offerers, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the proposal should include delivery to the Panola County Courthouse in Carthage, Texas.

PROJECT #1: \$ _____

PROJECT #1 AND OPTION A: \$ _____

Exceptions to specifications: _____

NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

VOL. 68 PAGE 599

COUNTY JUDGE

DATE



VOL 68 PAGE 600

Liberty Mutual

CONTINUATION
CERTIFICATE

Liberty Mutual Surety
1001 4th Avenue
Suite 1700
Seattle, WA 98154

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. 6182632

dated effective 09/01/2002
(MONTH-DAY-YEAR)

on behalf of ERIC SCOTT MCPHERSON
(PRINCIPAL)

and in favor of COUNTY OF PANOLA
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 09/01/2009
(MONTH-DAY-YEAR)

and ending on 09/01/2010
(MONTH-DAY-YEAR)

Amount of bond TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)

Description of bond PUBLIC OFFICIAL-SPECIAL PROSECUTOR

Premium: \$100.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on July 6, 2009

(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY
1001 4th Avenue Suite 1700 Seattle, WA

1-888-844-2663

By

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Vice President

Agent: THE PATTERSON AGENCY
PO BOX 430
CARTHAGE, TX 75633-0430

(903) 693-3831



PANOLA COUNTY
2009
BUDGET AMENDMENT #16

VOL. 68 PAGE 601

GENERAL FUND
LINE ITEM TRANSFERS AND NEW REVENUES

REVENUES

Sheriff	(2,700)	
Justices of the Peace	(4,000)	
Interest Earnings	36,700	
Emergency Management	(151,087)	
Total Revenues		<u>(121,087)</u>

EXPENDITURES

Treasurer

Professional Services	(6,000)	
Furniture & Equipment	6,000	
Office Supplies & Repairs	600	
Conferences & Dues	(600)	
Total Expenditures		0

County Judge

Conferences & Dues	246	
Office Supplies & Repairs	(246)	
Total Expenditures		0

Sheriff

Homeland Security Equipment	(151,087)	
Parts, Repairs, Gas, and Trans. Exp.	(22,500)	
Furniture & Equipment	22,500	
Total Expenditures		(151,087)

Health & Paupers Care

Attorney Fees	30,000	
Total Expenditures		30,000

Miscellaneous & Non-Departmental

Miscellaneous	300	
Furniture & Equipment	(300)	
Total Expenditures		0

Justice of the Peace 2 & 3

Office Supplies & Repairs	195	
Furniture & Equipment	(195)	
Total Expenditures		0

PANOLA COUNTY
2009
BUDGET AMENDMENT #16

Criminal District Attorney		
Law Books	800	
Furniture & Equipment	<u>(800)</u>	
Total Expenditures		0

County Auditor		
Furniture & Equipment	46	
Miscellaneous	<u>(46)</u>	
Total Expenditures		

GRAND TOTAL GENERAL FUND		<u>(121,087)</u>
--------------------------	--	------------------

ROAD & BRIDGE FUND
LINE ITEM TRANSFER AND NEW REVENUE

REVENUES

Current Taxes	21,146	
State & Lateral Road Fund	1,279	
Miscellaneous	6,575	
County, District, & J.P. Court Fines	<u>(57,000)</u>	
Weight & Axle Fees	12,000	
Interest Earnings	<u>21,000</u>	
		<u>5,000</u>

EXPENDITURES

Pct.1		
Repair & Maintenance Supplies	(1,200)	
Road Oil, Pre Mix & Gravel	<u>1,200</u>	

Pct.2		
Repair & Maintenance Supplies	(1,200)	
Road Oil, Pre Mix & Gravel	<u>1,200</u>	

Pct. 3		
Furniture & Equipment	(38,000)	
Road Oil, Pre Mix & Gravel	<u>38,000</u>	

Pct.4		
Repair & Maintenance Supplies	(1,200)	
Road Oil, Pre Mix & Gravel	<u>6,200</u>	

GRAND TOTAL ROAD & BRIDGE FUND		<u>5,000</u>
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PANOLA COUNTY
2009
BUDGET AMENDMENT #16

VOL. 68 PAGE 603

RESERVE DETENTION CENTER CONSTRUCTION FUND

REVENUE

Interest Earnings	<u>(24)</u>	
Total Revenue		(24)

Expenditures

Transfer to General Fund	<u>(24)</u>	
Total Expenditures		(24)

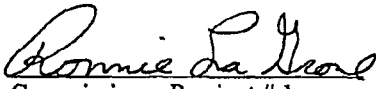
GRAND TOTAL RESERVE DETENTION CENTER CONST. FUND		<u>(24)</u>
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PANOLA COUNTY
2009
BUDGET AMENDMENT #16

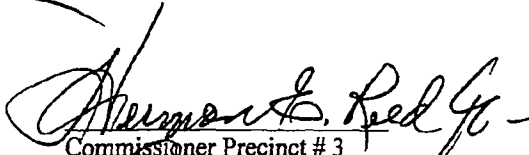
We hereby amend the Panola County Budget for the Fiscal Year 2009 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2009.

Signed on this 14th day of December, 2009.


County Judge

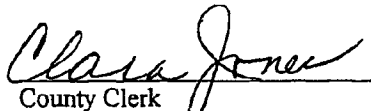

Commissioner Precinct # 1


Commissioner Precinct # 2


Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 14th day of December, 2009 as the same appears on file in the office of the County Clerk of Panola County.

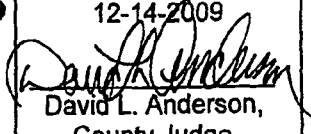

County Clerk



PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-14-2009


David L. Anderson,
County JudgeNAME: Lee DudleyPOSITION: County Extension Agent-AG/NRDEPARTMENT: Extension OfficeDATE: November 23, 2009CONFERENCE: San Antonio Livestock ShowLOCATION: San Antonio, TexasDATES: February 9, 2010 to February 13, 2010NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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? 6Do you have sufficient funds in your budget for this conference? YesWrite a short statement explaining the public purpose that will be met by your
attendance at this conference: (continue on the back if necessary.)To chaperone and assist 4-H members with their livestock projects at the San Antonio
Livestock Show.

VOL. 68 PAGE 606

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME: Lee Dudley
POSITION: County Extension Agent-AG/NR
DEPARTMENT: Extension Office
DATE: November 23, 2009

CONFERENCE: Houston Livestock Show
LOCATION: Houston, Texas
DATES: March 17, 2010 to March 21, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? 10

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

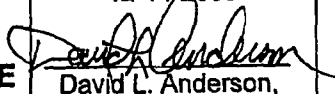
Write a short statement explaining the public purpose that will be met by your
attendance at this conference: (continue on the back if necessary.)

To chaperone and assist 4-H members with their livestock projects at the Houston
Livestock Show.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-14-2009


David L. Anderson,
County Judge

NAME: Lee Dudley

POSITION: County Extension Agent-AG/NR

DEPARTMENT: Extension Office

DATE: November 23, 2009

CONFERENCE: Star of Texas Livestock Show

LOCATION: Austin, Texas

DATES: March 22, 2010 to March 26, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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? 13

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

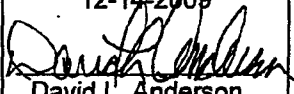
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

To chaperone and assist 4-H members with their livestock projects at the Star of Texas Livestock Show.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009


David L. Anderson,
County Judge

NAME: Gloria Portman
POSITION: County Treasurer
DEPARTMENT: County Treasurer
DATE: December 1, 2009

CONFERENCE: Region 10 C.T.A.T. - Semi-annual Meeting
LOCATION: Nacogdoches, Texas (tentatively)
DATES: February 2010 to —
(date uncertain)
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? NoneHow 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? Yes

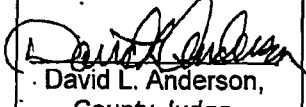
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This is a networking session of seventeen
treasurers.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009


David L. Anderson,
County Judge

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

December 6, 2009

CONFERENCE:

44th Annual County Treasurers Continuing Education Seminar

LOCATION:

College Station, Texas

DATES:

April 12, 2010 to April 13, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

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

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? YesWrite a short statement explaining the public purpose that will be met by your
attendance at this conference: (continue on the back if necessary.)This is the annual County Treasurers' Continuing
Education Seminar. It is designed to help us
meet our educational needs for certification.

VOL. 68 PAGE 610

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME:

Gloria Portman

POSITION:

County Treasurer

DEPARTMENT:

County Treasurer

DATE:

December 1, 2009

CONFERENCE:

Region 10 CTAT - Semi-annual Meeting

LOCATION:

Nacogdoches, Texas (tentatively)

DATES:

August 2010 to
(date uncertain)

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

1

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?


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?

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 is a networking session of seventeen treasurers.

APPROVED
12-14-2009PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE
David L. Anderson,
County Judge

NAME: Phyllis Griffith
POSITION: Communications Officer
DEPARTMENT: Sheriff
DATE: 12/7/09

CONFERENCE: 9/11 Training
LOCATION: Palestine, Tx
DATES: 10/29/09 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? 4 hrsHow 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.)

In-service Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME: Kendra Griffith
POSITION: Communications Office
DEPARTMENT: Sheriff
DATE: 12/7/09

CONFERENCE: 9/11 Training
LOCATION: Palatka, Tx
DATES: 10/29/09 to _____
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? 4 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.)

In service Training

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson,
County Judge

NAME:

Ronnie LaGrone

POSITION:

Commissioner Pct 1

DEPARTMENT:

Commissioners

DATE:

December 8, 2009

CONFERENCE:

52nd Annual County Judge & Commissioners
Conference

LOCATION:

College Station Tx

DATES:

Feb 8, 2010 to Feb 11th, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

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?

N/A

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.)

Conference where we get our 16 hrs -
training required

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME:

Doug Cotton

POSITION:

Commissioner Pct 2

DEPARTMENT:

Commissioners

DATE:

December 8, 2009

CONFERENCE:

52nd Annual County Judge

LOCATION:

College Station TX Commissioners Conference

DATES:

Feb 8, 2010 to Feb 11, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

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?

N/A

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.)

*Conference where we get our 16 hrs
training required*

APPROVED

12-14-2009

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

NAME:

Hermon Reed Jr

POSITION:

Commissioner Pct 3

DEPARTMENT:

Commissioners

DATE:

December 8, 2009

CONFERENCE:

52nd Annual County Judges & Commissioners
Conference

LOCATION:

College Station Tx

DATES:

Feb 8, 2010 to Feb 11, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

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?

N/A

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.)

Conference where we get our 16 hrs
training required.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME:

Dale LaGrone

POSITION:

Commissioners Pct 1

DEPARTMENT:

Commissioners

DATE:

December 8, 2009

CONFERENCE:

52nd Annual County Judge & Commissioners

LOCATION:

College Station TX

Conference

DATES:

Feb 8, 2010 to Feb 11, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

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?

N/A

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.)

*Conference where we get our 16 hrs
Training required*

12-14-2009

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCEDavid L. Anderson,
County Judge

NAME:

Kathy Brown

POSITION:

Wellness Coordinator

DEPARTMENT:

Commissioners

DATE:

December 8, 2009

CONFERENCE:

2010 Healthy County Training

LOCATION:

Austin Tx

DATES:

Feb 3, 2010 to Feb 5, 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

3

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?

N/A

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.)

This training required for the wellness
Coordinator by Texas Association
of Counties

VOL. 68 PAGE 618

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson
David L. Anderson,
County Judge

NAME: HARRY JONES

POSITION: -

DEPARTMENT: RURAL ADDRESSING

DATE: 12-8-09

CONFERENCE: EAST TEXAS GEOSPATIAL CONFERENCE

LOCATION: STEPHEN F. AUSTIN, NACOGDOCHES, TEXAS

DATES: JANUARY 26 to JANUARY 30 2010

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? 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 conference will bring together GIS professionals,
educators, public safety officials, economic development
groups and natural resource managers to discuss
advancements in: Geospatial Applications and
issues and how these may be applied to Panola
County.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009

David L. Anderson,
County Judge

NAME: JAMES YOUNG
POSITION: EMERGENCY MANAGEMENT COORDINATOR
DEPARTMENT: EMERGENCY MANAGEMENT
DATE: 12-10-09

CONFERENCE: HOMELAND SECURITY ADVISORY COMMITTEE
LOCATION: ETCOG, 3800 STONE RD, KILGORE, TEXAS
DATES: DECEMBER 3, 2009 to

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1/2Does 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? MONTHLY OBLIGATIONHow many days have you been away from your job this year for conferences, not counting this conference? 6Do 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.)

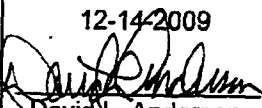
THIS MONTHLY MEETING ALLOWS US TO
KEEP ABBREAST OF GRANTS, DIRECTIONS AND
REGIONAL PLANS ASSOCIATED WITH THE
STATE AND NATIONAL DEPARTMENTS OF EMERGENCY
MANAGEMENT AND HOMELAND SECURITY.

VOL. 68 PAGE 620

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

12-14-2009


David L. Anderson,
County Judge

NAME: JAMES YOUNG
POSITION: EMERGENCY MANAGEMENT COORDINATOR
DEPARTMENT: EMERGENCY MANAGEMENT
DATE: 12-10-09

CONFERENCE: HOMELAND SECURITY ADVISORY COMMITTEE
LOCATION: ETCOG, 3800 STONE RD., KILGORE, TEXAS
DATES: JANUARY 7, 2010 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? MONTHLY OBLIGATION

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.)

THIS MONTHLY MEETING ALLOWS US TO KEEP
ABREAST OF GRANTS, DIRECTIVES AND REGIONAL PLANS
ASSOCIATED WITH THE STATE AND NATIONAL
DEPARTMENTS OF EMERGENCY MANAGEMENT
AND HOMELAND SECURITY.

ACTION ITEMS

Panola County
14 Dec 2009
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM

07:58:19am

Open Invoices thru 12/14/09

PAGE 1

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

* Due 177-A T & T	\$589.00		\$0.00		\$ 589.00
* Due 3772-A T & T (INTERNET)	\$310.12		\$0.00		\$ 310.12
* Due 3566-A T & T LONG DISTANCE	\$361.47		\$0.00		\$ 361.47
* Due 3591-ABC AUTO PARTS - R&B	\$46.39		\$0.00		\$ 46.39
* Due 4084-ACE HARDWARE	\$53.60		\$0.00		\$ 53.60
* Due 3308-ADAM JONES	\$105.00		\$0.00		\$ 105.00
* Due 4153-ADVANCED PEST TECHNOLOGY	\$545.00		\$0.00		\$ 545.00
* Due 87-AFFILIATED COMPUTER SERVICE	\$260.28		\$0.00		\$ 260.28
* Due 3464-AMERICAN ELECTRIC POWER	\$109.92		\$0.00		\$ 109.92
* Due 4640-AMERICAN TIRE DIST. (R&B)	\$532.00		\$0.00		\$ 532.00
* Due 229-ANDERSON TRACTOR SALES	\$292.00		\$0.00		\$ 292.00
* Due 2833-AUTO EXPRESS LUBE	\$370.35		\$0.00		\$ 370.35
* Due 4580-AUTO GLASS EXPRESS	\$250.00		\$0.00		\$ 250.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

PAGE 2

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 2498-AVFUEL CORP	\$24321.07			\$0.00			\$ 24321.07
* Due 1635-BASKIN'S MARSHALL	\$139.75			\$0.00			\$ 139.75
* Due 4165-BAXTER SALES - JAIL ACCT.	\$88.00			\$0.00			\$ 88.00
* Due 562-BAXTER SALES CO INC.	\$619.07			\$0.00			\$ 619.07
* Due 1036-BEST BUY GOV/ED LLC	\$788.24			\$0.00			\$ 788.24
* Due 305-BLAZER CONSTRUCTION INC	\$56364.00			\$0.00			\$ 56364.00
* Due 4530-BOBCAT SPECIALITIES LLC	\$140.00			\$0.00			\$ 140.00
* Due 738-BRAC'S STEAKHOUSE	\$436.68			\$0.00			\$ 436.68
* Due 4825-BRANDY BRIDGES	\$415.00			\$0.00			\$ 415.00
* Due 157-BROOKSHIRE BROTHERS, INC.	\$6.98			\$0.00			\$ 6.98
* Due 3154-BUCK'S PIZZA	\$113.86			\$0.00			\$ 113.86
* Due 4005-BUSINESS CARD/PLATINUM P	\$516.83			\$0.00			\$ 516.83
* Due 4016-BUSINESS CARD/PLATINUM P	\$103.82			\$0.00			\$ 103.82

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

PAGE 3

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

Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 2887-C & W FIRE & SAFETY INC \$215.10			\$0.00			\$ 215.10
* Due 3312-C. LILES TRUCKING CO., \$22500.00			\$0.00			\$ 22500.00
* Due 6-CAIN HARDWARE AND LUMBER CO \$206.56			\$0.00			\$ 206.56
* Due 209-CAR-TEX TRAILER COMPANY, \$170.40			\$0.00			\$ 70.40
* Due 95-CARTHAGE OFFICE SUPPLY, \$2100.78			\$0.00			\$ 2100.78
* Due 158-CASSITY JONES HARDWARE \$660.39			\$0.00			\$ 660.39
* Due 4200-CECILIA BATES \$385.00			\$0.00			\$ 385.00
* Due 63-CENTERPOINT ENERGY \$996.03			\$0.00			\$ 996.03
* Due 753-CHEN-SERV INC. \$494.45			\$0.00			\$ 494.45
* Due 4256-CHRIS ERVIN \$2750.00			\$0.00			\$ 2750.00
* Due 97-CITY OF CARTHAGE \$28702.84			\$0.00			\$ 28702.84
* Due 4824-CLARISSA MCLENORE \$315.00			\$0.00			\$ 315.00
* Due 4659-CNS IP TECHNOLOGIES \$267.00			\$0.00			\$ 267.00
* Due 4790-COLOR GRAPHICS CO. \$202.50			\$0.00			\$ 202.50

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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

* Due 7-COMTECH CONSTRUCTION PRODU	\$2397.60		\$0.00		\$ 2397.60
* Due 3661-COOK TIRE & SERVICE CENT	\$515.45		\$0.00		\$ 515.45
* Due 195-COREY BANKHEAD	\$1400.00		\$0.00		\$ 1400.00
* Due 4428-COURTNEY CONSTRUCTION	\$51143.40		\$0.00		\$ 51143.40
* Due 3562-CPU WHOLESALE COMPUTER PA	\$69.00		\$0.00		\$ 69.00
* Due 28-CRAIG ELECTRIC	\$910.72		\$0.00		\$ 910.72
* Due 4523-CSET WORLDWIDE	\$285.00		\$0.00		\$ 285.00
* Due 4795-CURTICE HODDER	\$315.00		\$0.00		\$ 315.00
* Due 2606-CUSTOM PRODUCTS CORPORAT	\$214.20		\$0.00		\$ 214.20
* Due 43-D & C CLEANING, INC.	\$4798.00		\$0.00		\$ 4798.00
* Due 452-DALLAS COUNTY TREASURER	\$4241.00		\$0.00		\$ 4241.00
* Due 4823-DANIEL & TIFFANY GUERRER	\$405.00		\$0.00		\$ 405.00
* Due 3341-DAVID ANDERSON	\$485.26		\$0.00		\$ 485.26

Panola County
THE SOFTWARE GROUP, INC.A C C O U N T S P A Y A B L E S Y S T E M
Open Invoices thru 12/14/89

14 Dec 2009

PAGE 5

	Gross Amount.	Req.	Req.	Discount Req.	Req.	Net Amt.....
* Due 775-DAVID BROOKS	\$100.00			\$0.00		\$ 100.00
* Due 4064-DAVID TOMPKINS	\$56.00			\$0.00		\$ 56.00
* Due 3240-DEBBIE'S BEST WATER STOR	\$177.00			\$0.00		\$ 177.00
* Due 4798-DODSON TRUCKING INC.	\$8750.42			\$0.00		\$ 8750.42
* Due 4475-DODGETT MACHINERY SERVI	\$3095.11			\$0.00		\$ 3095.11
* Due 3887-EAST TEXAS ALARM INC.	\$22.00			\$0.00		\$ 22.00
* Due 3857-EAST TEXAS PEACE OFFICERS	\$15.00			\$0.00		\$ 15.00
* Due 3834-EQUIPMENT SUPPORT SERVI	\$1676.79			\$0.00		\$ 1676.79
* Due 3026-ETOX	\$74.31			\$0.00		\$ 74.31
* Due 93-EXCEL FORD LINCOLN MERCURY	\$86.61			\$0.00		\$ 86.61
* Due 4820-FARM PLAN	\$234.40			\$0.00		\$ 234.40
* Due 3555-FEDEX	\$21.78			\$0.00		\$ 21.78
* Due 14-FIRKIN'S OFFICE CITY	\$1463.68			\$0.00		\$ 1463.68

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 127-FLEET SERVICES	\$197.56			\$0.00			\$ 197.56
* Due 816-FOLEY RENTALS INC.	\$60.00			\$0.00			\$ 60.00
* Due 3899-FRESH COUNTRY FOOD SERV	\$5228.06			\$0.00			\$ 5228.06
* Due 320-GALLS, AN ARAMARK COMPAN	\$1047.78			\$0.00			\$ 1047.78
* Due 4826-GALLS, AN ARAMARK COMPAN	\$88.89			\$0.00			\$ 88.89
* Due 654-GLORIA R. PORTMAN	\$42.35			\$0.00			\$ 42.35
* Due 242-GOLDEN EYE ASSOCIATES	\$200.00			\$0.00			\$ 200.00
* Due 688-GT DISTRIBUTORS INC.	\$608.27			\$0.00			\$ 608.27
* Due 616-HARRISON COUNTY	\$2700.00			\$0.00			\$ 2700.00
* Due 546-HANTHORN FUNERAL HOME	\$634.00			\$0.00			\$ 634.00
* Due 2853-HEATHER GREEN	\$420.64			\$0.00			\$ 420.64
* Due 4827-HILLARY ANNE	\$100.00			\$0.00			\$ 100.00
* Due 4688-HOLLEY SERVICES, INC. #1	\$75.00			\$0.00			\$ 75.00
* Due 4815-HOWARD COUNTY	\$526.00			\$0.00			\$ 526.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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

* Due 3210-INDIGENT HEALTHCARE SOL	\$1398.00			\$0.00	\$ 1398.00

* Due 3740-INTERSTATE BRANDS CORP.	\$356.41			\$0.00	\$ 356.41
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* Due 930-J & L GEO SYSTEMS	\$157.50			\$0.00	\$ 157.50
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* Due 3349-J. E. KINGHAM CONSTRU	\$396673.79			\$0.00	\$ 396673.79
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* Due 4821-JAMES EVANS	\$285.00			\$0.00	\$ 285.00
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* Due 4816-JAMES K. WALKER	\$37.61			\$0.00	\$ 37.61
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* Due 2806-JAMES KEITH KNIGHT	\$25.00			\$0.00	\$ 25.00
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* Due 4312-JAMES M. CALLOWAY	\$210.00			\$0.00	\$ 210.00
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* Due 3802-JASON PHILLIPS NDPA	\$1820.00			\$0.00	\$ 1820.00
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* Due 4828-JOSTENS STUDENT CENTER	\$298.28			\$0.00	\$ 298.28
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* Due 1925-JUSTICES OF THE PEACE & C	\$60.00	S 0	F TEX	\$0.00	\$ 60.00
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* Due 3865-KAREN SCOTT	\$54.03			\$0.00	\$ 54.03
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* Due 4029-KATIE NIELSEN	\$1600.00			\$0.00	\$ 1600.00
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Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 5-KEN TURNER PHARMACY	\$3685.88	_____	_____	\$0.00	_____	_____	\$ 3685.88
* Due 4811-KENDRA GRIFFITH	\$10.70	_____	_____	\$0.00	_____	_____	\$ 10.70
* Due 4796-KIFFANY HIGGINS	\$385.00	_____	_____	\$0.00	_____	_____	\$ 385.00
* Due 217-KILGORE COLLEGE	\$100.00	_____	_____	\$0.00	_____	_____	\$ 100.00
* Due 4253-LA FIESTA	\$192.71	_____	_____	\$0.00	_____	_____	\$ 192.71
* Due 4763-LARRY & MARY JOHNSON	\$405.00	_____	_____	\$0.00	_____	_____	\$ 405.00
* Due 405-LARRY FIELDS	\$5756.25	_____	_____	\$0.00	_____	_____	\$ 5756.25
* Due 4650-LAURA M. CARPENTER	\$3450.00	_____	_____	\$0.00	_____	_____	\$ 3450.00
* Due 4769-LAVEDA CHAPPELL	\$505.99	_____	_____	\$0.00	_____	_____	\$ 505.99
* Due 4595-LEE DUDLEY	\$1128.60	_____	_____	\$0.00	_____	_____	\$ 1128.60
* Due 443-LINNER PERKINS	\$94.00	_____	_____	\$0.00	_____	_____	\$ 94.00
* Due 4631-LOVE ELECTRIC, INC.	\$2502.00	_____	_____	\$0.00	_____	_____	\$ 2502.00
* Due 583-LOWE TRACTOR & EQUIPMENT	\$63595.00	_____	_____	\$0.00	_____	_____	\$ 63595.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1092-MARTHA BAZER	\$32.08			\$0.00		\$	32.08
* Due 4514-MIKE PERRY MOTOR CO.	\$470.26			\$0.00		\$	470.26
* Due 4819-NATALIE WIGGINS	\$40.00			\$0.00		\$	40.00
* Due 3027-NATIONAL PEN COMPANY	\$254.90			\$0.00		\$	254.90
* Due 4286-NORTH TEXAS J.P.C.A	\$25.00			\$0.00		\$	25.00
* Due 3596-O'REILLY AUTO PARTS-S.O.	\$2.29			\$0.00		\$	2.29
* Due 4719-OFFICE DEPOT	\$249.19			\$0.00		\$	249.19
* Due 3202-OLMSTED-KIRK PAPER COMP	\$1268.86			\$0.00		\$	1268.86
* Due 4300-PACIFIC TELEMAGEMENT	\$153.00			\$0.00		\$	153.00
* Due 512-PANOLA COUNTY GENERAL	\$523977.35			\$0.00		\$	523977.35
* Due 1190-PANOLA COUNTY JUVENILE	\$16403.00			\$0.00		\$	16403.00
* Due 771-PANOLA COUNTY ROAD & BRID	\$773.22			\$0.00		\$	773.22
* Due 737-PANOLA WATCHMAN	\$1408.50			\$0.00		\$	1408.50
* Due 4227-PATRICIA HARRISON, CSR	\$250.00			\$0.00		\$	250.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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

* Due 103-PEGUES-HURST MOTOR CO.	\$874.35		\$0.00		\$ 874.35
* Due 4417-PHYLLIS GRIFFITH	\$114.42		\$0.00		\$ 114.42
* Due 2969-PIERCE CONSTRUCTION INC	\$22866.10		\$0.00		\$ 22866.10
* Due 660-POSTMASTER	\$100.00		\$0.00		\$ 100.00
* Due 252-PRO-MED SYSTEMS	\$43.88		\$0.00		\$ 43.88
* Due 3475-R. COLLIN UNDERWOOD	\$1150.00		\$0.00		\$ 1150.00
* Due 2765-R. L. POLK & CO	\$300.00		\$0.00		\$ 300.00
* Due 2839-RANDALL DODGE-CHRYSLER-J	\$353.60		\$0.00		\$ 353.60
* Due 4724-RAY & JOYCE DAVIDSON	\$415.00		\$0.00		\$ 415.00
* Due 4817-REEDER'S AUTO REPAIR	\$523.00		\$0.00		\$ 523.00
* Due 525-RICK MCPHERSON	\$6075.00		\$0.00		\$ 6075.00
* Due 2652-SAM HOUSTON STATE UNIVER	\$235.00		\$0.00		\$ 235.00
* Due 4822-SARA SHARPLESS	\$315.00		\$0.00		\$ 315.00

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 4556-SARAH JONES	\$59.88			\$0.00			59.88

* Due 1550-SCHWAAB	\$95.99			\$0.00			95.99
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* Due 198-SHENANDOAH INSURANCE COMP	\$132.85			\$0.00			132.85
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* Due 2955-SHREVEPORT HACK SALES INC	\$307.26			\$0.00			307.26
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* Due 730-SIDNEY BURNS	\$42.35			\$0.00			42.35
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* Due 2711-STEPHEN C. HARAFFEY	\$350.00			\$0.00			350.00
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* Due 1358-STEPHEN ENDLEY	\$281.49			\$0.00			281.49
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* Due 4652-SUSSER PETROLEUM CO.,	\$32249.21			\$0.00			32249.21
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* Due 2456-SW MENTAL HEALTH TESTING	\$80.00			\$0.00			80.00
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* Due 29-TEO'S SAW SHOP	\$1709.80			\$0.00			1709.80
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* Due 4818-TEXAS DEPT. OF STATE HEA	\$510.00			\$0.00			510.00
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* Due 620-TEXAS JUVENILE PROBATION	\$107.37			\$0.00			107.37
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* Due 3009-TEXAS PARKS & WILDLIFE	\$179.05			\$0.00			79.05
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Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

PAGE 12

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

* Due 2500-TEXAS WILDLIFE DAMAGE	\$2200.00			\$0.00		\$ 2200.00
<hr/>						
* Due 231-THE PATTERSON INSURANCE	\$2900.00			\$0.00		2900.00
<hr/>						
* Due 1-TOLEDO AUTOMOTIVE	\$2265.22			\$0.00		2265.22
<hr/>						
* Due 4382-TRACTOR SUPPLY CREDIT PLA	\$47.27			\$0.00		47.27
<hr/>						
* Due 854-TRACY ANDERSON	\$175.45			\$0.00		175.45
<hr/>						
* Due 4809-TRAVIS DAVIS	\$315.00			\$0.00		315.00
<hr/>						
* Due 1990-TRI-STATE FASTENERS & SUP	\$58.59			\$0.00		58.59
<hr/>						
* Due 2874-TX. ASSOC. OF COUNTIE	\$174056.60	I		\$0.00		174056.60
<hr/>						
* Due 123-TYSON FOODS, INC.	\$42.00			\$0.00		42.00
<hr/>						
* Due 1896-UNIFIRST HOLDINGS, INC.	\$692.62			\$0.00		692.62
<hr/>						
* Due 1650-USPS DISBURSING OFFICER	\$306.75			\$0.00		306.75
<hr/>						
* Due 4753-VERIZON WIRELESS (CDA)	\$200.91			\$0.00		200.91
<hr/>						
* Due 4748-VERIZON WIRELESS (CONS 1&	\$39.36			\$0.00		39.36
<hr/>						
* Due 4750-VERIZON WIRELESS (CRTHSE	\$38.79			\$0.00		38.79

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 12/14/09

14 Dec 2009

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

* Due 4747-VERIZON WIRELESS (DPS)	\$92.32		\$0.00		\$ 92.32
* Due 4749-VERIZON WIRELESS (DPS)	\$82.03		\$0.00		82.03
* Due 4738-VERIZON WIRELESS (JUVV)	\$121.20		\$0.00		121.20
* Due 4743-VERIZON WIRELESS (R&B)	\$479.06		\$0.00		479.06
* Due 477-VULCAN, INC.	\$2155.68		\$0.00		2155.68
* Due 3428-WALMART COMM PCCPS	\$92.56		\$0.00		92.56
* Due 2971-WALMART COMMUNITY SO	\$680.02		\$0.00		680.02
* Due 1031-WAUKESHA-PEARCE INDUSTRI	\$704.94		\$0.00		704.94
* Due 2533-WEST PAYMENT CENTER	\$1987.00		\$0.00		1987.00
* Due 149-WHOLESALE SUPPLY INC	\$175.00		\$0.00		175.00
* Due 64-XEROX CORPORATION	\$1188.44		\$0.00		1188.44
Totals	\$1533188.37		\$0.00		\$ 1533188.37

380 records listed.

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216-A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 14, 2009

MARK ENVELOPES

"BID. AVIATION AND JET A FUEL"

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Invitation to Bid and specifications should be directed to John DePresca, Jr., Airport Manager, at (903) 693-7856.



Signature of Bidder

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners' Court of Panola County, Texas, sealed bids will be received for:

AVIATION AND JET A FUEL

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all bids to any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 9:00 a.m., Monday, December 14, 2009

Mark Envelopes:

"BID, AVIATION AND JET A FUEL"

**BIDS RECEIVED AFTER OPENING DATE
AND TIME WILL NOT BE CONSIDERED**


Signature of Bidder

INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2010.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales tax.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of Panola County.

CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

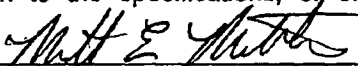
CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering



Signature of Bidder

substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Panola County may request any other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any


Signature of Bidder

character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wags and benefits as required by Federal and/or State law.

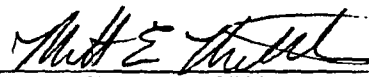
TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any or all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.



Signature of Bidder

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATION: Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the county. If item is not picked up within one (1) week after notification, the item will become a donation to the county for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.


Signature of Bidder

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.


ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Airport Manager John DePresca, Jr. at (903) 693-7856.


Signature of Bidder

FUEL SPECIFICATIONS

AVIATION GASOLINE - 100LL Minimum knock value lean (octane number) 100 minimum.

Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be refused at no cost to Panola County.

JET A FUEL - Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be refused at no cost to Panola County.

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Airport-Sharpe Field.

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 11/23/09. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

Invoices submitted for payment must include refinery rack price verification by one of the following methods:

- 1) Documentation from the refinery stating the rack price on the delivery date;
- 2) Vendor may provide Panola County with a phone number for the refinery rack prices.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance with the foregoing specifications. Commodities not meeting the specifications shall be removed by the supplier and will not be paid for.

The estimated quantity to be purchased in 2010 is 80,000 gallons of aviation gasoline and 10,000 gallons of Aviation Jet A. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = REFINERY RACK PRICE + FEES + TAXES + BIDDER'S MARK UP

ESTIMATED ANNUAL COST = BID PRICE (AVIATION GASOLINE) *80,000

ESTIMATED ANNUAL COST = BID PRICE (JET A FUEL) *15,000

THE BID FOR GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST ESTIMATED ANNUAL COST.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to John DePresca, Jr., Airport Manager at 903-693-7856.

BID FORM AND CONTRACT **AVIATION & JET A FUEL**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE PANOLA COUNTY AIRPORT - SHARPE FIELD, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2009, Aviation gasoline for the following price:

- * a) Aviation Gasoline 100LL at \$.103 cents per gallon over refinery rack price.
Refinery rack price on 11-23-09 \$2.43148 cents/gallon.
- * b) Additional Freight Charges for Bobtail Load **** cents per gallon.
- * c) Jet A at \$.104 cents per gallon over refinery rack price. + \$.0175/gal for premix fuel
Refinery rack price on 11-23-09 \$2.0060 cents/gallon.
- * d) Additional Freight Charges for Bobtail Load ***** cents per gallon.
- **** b) 6,000 gallons = \$.125/gal 4,000 gallons = \$.15/gal 2,000 gallons = \$.30/gal
- ***** d) 6,000 gallons = \$.125/gal 4,000 gallons = \$.15/gal 2,000 gallons = \$.30/gal

Exceptions To Specifications: The above prices do not include any local, state or federal taxes.

Currently FET taxes on Jet A fuel are \$.2452/gallon and \$.19591/gal on Avgas 100LL.

Matt & Thelma
SIGNATURE
1941 Navajo Circle
ADDRESS
(800)351-1393
TELEPHONE NUMBER

Avfuel Corporation
COMPANY NAME
Abilene, Texas 79602
CITY STATE ZIP
December 9, 2009
DATE

ACCEPTED:

David Anderson
COUNTY JUDGE

12-14-09
DATE

Prices are base on full truckload orders. Avgas 100LL and Jet A fuel pricing is based on fuel coming out of Tyler Texas

* PLEASE SEE "ATTACHMENT A" FOR DETAILED PRICING



JET-A SPECIAL PRICING

DATE	LOW	HIGH	AVERAGE	
11/16/2008	2.0000	2.0031	2.00155	MONDAY
11/17/2008	2.0000	2.0075	2.00325	TUESDAY
11/18/2008	2.0075	2.0125	2.01000	WEDNESDAY
11/19/2008	1.9950	1.9900	1.99250	THURSDAY
11/20/2008	1.9213	1.9263	1.92380	FRIDAY
		AVERAGE	1.97688	

EFFECTIVE DATE: NOVEMBER 17-23, 2009

TUESDAY

11/17/09 - 11/23/09

PLATT'S AVERAGE
DIFFERENTIAL
SPECIAL PRICE

1.97688
0.02912
2.00600

→ 2.0060

** w/ FEE additive

2.01258 **

[Handwritten signature]

AVGAS SPECIAL PRICE

DATE	BY UL PREVIOUS WEEK'S PLATTS				13.5 RVP
	LOW	HIGH	AVERAGE		
10/26/08	1.8218	1.8228	1.82240	MONDAY	
10/27/08	1.8308	1.8348	1.83280	TUESDAY	
10/28/08	1.8478	1.8488	1.84830	WEDNESDAY	
10/29/08	1.8648	1.8652	1.86500	THURSDAY	
10/30/08	1.8640	1.8650	1.86450	FRIDAY	
			AVERAGE	1.81148	

EFFECTIVE DATE: NOVEMBER 17-23, 2009 TUE-MON

PLATT'S AVERAGE	1.81148
DIFFERENTIAL	0.62300
SPECIAL PRICE	2.43448

11/17/09 - 11/23/09

2.43148

MM



The Nation's Leading Independent Supplier of Aviation Fuels

December 9, 2009

"ATTACHMENT A "
DETAILED PRICING

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

INVITATION TO BID
"BID, AVIATION AND JET A FUEL"

Dear County Judge,

Avfuel Corporation is agreeing to supply the county with Avgas 100LL and Jet A fuel as outlined in the bid form. We have based this pricing upon product being picked up at Delek Refining in Tyler, Texas. This is the best location when considering price and transportation for fuel to come out of. In the event this fuel is not available at Tyler, due to fire, loss of production or being out of product, we will go to our next available racks. In this case your Avgas 100LL will come out of Nedarland, Texas and will cost an additional \$.06 per gallon. Jet A Fuel will come out of Motiva Dallas at an additional \$.085 per gallon. This additional cost is based upon the added cost of freight.

In the event product is not available at either of these locations, Avfuel will pull fuel from the next available rack at a formula price of cost (verified via refiners letterhead) plus a markup constant of \$.05 per gallon plus the cost of freight (verified by bill from trucking company) plus all applicable taxes. By not building these costs into our bid price we are able to supply you with the cheapest price possible at the most competitive rack, which is Tyler, Texas. If such an event were to occur, you will be notified at time of fuel order so that we can proceed with satisfying your order. At that time we will give you pricing off of the backup racks and a reason why fuel not available at Tyler, and when it is expected to be available so as a decision can be made to go with the backup rack or wait until Tyler is back up.

If you have any questions regarding this information please call me.

Sincerely,

AVFUEL CORPORATION

Matt Matthews
District Manager

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, NOVEMBER 23, 2009.

MARK ENVELOPE

"GRAVEL"

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.


SIGNATURE OF BIDDER
Longview Asphalt Inc.
P.O. Box 3681
Longview, Texas 75606

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas sealed bids will be received for:

GRAVEL

TO PROVIDE for an annual contract commencing **January 1, 2010** and continuing to **December 31, 2010**.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:


**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than **9:00 A.M., MONDAY, NOVEMBER 23, 2009**.

MARK ENVELOPES:

"GRAVEL"

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE
BEFORE OPENING DATE AND TIME**


SIGNATURE OF BIDDER
**Longview Asphalt Inc.
P.O. Box 3661
Longview, Texas 75606**

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2010 to December 31, 2010.**

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

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BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

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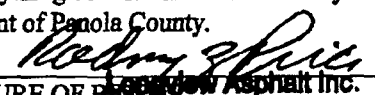
CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.


SIGNATURE OF **RODNEY ELLIS**

Longview Asphalt Inc.
P.O. Box 3661
Longview, Texas 75606

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

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SIGNATURE OF BIDDER


Longview Asphalt Inc.
P.O. Box 3881
Longview, Texas 75606

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

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2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.


 SIGNATURE OF **Longview Asphalt Inc.**
P.O. Box 3861
Longview, Texas 75606

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

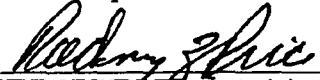
PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.


SIGNATURE OF ~~Longview~~ Asphalt Inc.
P.O. Box 3661
Longview, Texas 75606

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

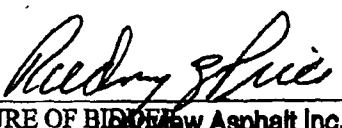
VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to John DePresca, Coordinator at (903) 693-3763.


SIGNATURE OF **Reedmy Shue**
Longview Asphalt Inc.
P.O. Box 3881
Longview, Texas 75606

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of CUBIC YARDS on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of CUBIC YARDS picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS 2000 YARDS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.



Longview Asphalt Inc.
P.O. Box 3661
Longview, Texas 75606

SPECIFICATIONS AND BID FORM FOR GRAVEL

<u>Item</u>	<u>TYPE</u>	<u>F.O.B.</u>	<u>DELIVERED</u>
<u>1</u>	Arkansas SB-2 (PER YARDS)	\$ 25 ⁰⁰ /ton	QAS 33 ⁰⁰ /ton
<u>2</u>	Arkansas 1 1/2" C-Ballast (PER YARDS)	\$ 27 ⁰⁰ /ton	QAS 35 ⁰⁰ /ton
<u>3</u>	Arkansas 2 1/2" D-Ballast (PER YARDS)	\$ 27 ⁰⁰ /ton	QAS 35 ⁰⁰ /ton
<u>4</u>	Arkansas Rip Rap (PER YARDS)	\$ 30 ⁰⁰ /ton	QAS 38 ⁰⁰ /ton
<u>5</u>	3"x5" Crushed Stone (PER YARDS)	\$ 26 ⁰⁰ /ton	QAS 34 ⁰⁰ /ton

EXCEPTIONS All unit prices are per ton
weighed on certified scales at our hot mix
plants or rail spurs. Item #5, 3"x5",
will be from North Marietta @ Malvern, AR.
Conversion Factor = Approx. 1.4 - 1.5 Tons/cy.

F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.

In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (.50) per yard/per mile as a cost to the County for materials to be picked up at the plant.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

Redmy Shie

Longview Asphalt Inc.
P.O. Box 3881
Longview, Texas 75606

DATE: 11-19-09

FIRM: LONGVIEW ASPHALT, INC.

BY: Redmy & Ric

ADDRESS P. O. Box 3661

Longview, TX 75606

PHONE NUMBER: 903-758-0065

DATE: 12-14-09

PANOLA COUNTY, TEXAS

BY: David L. Anderson

Longview Asphalt Inc.
P.O. Box 3661
Longview, Texas 75606

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, NOVEMBER 23, 2009.

MARK ENVELOPE

"GRAVEL "

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.


SIGNATURE OF BIDDER

**PANOLA COUNTY
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas sealed bids will be received for:

GRAVEL

TO PROVIDE for an annual contract commencing January 1, 2010 and continuing to December 31, 2010.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 9:00 A.M., MONDAY, NOVEMBER 23, 2009.

MARK ENVELOPES:

"GRAVEL"

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE
BEFORE OPENING DATE AND TIME**


SIGNATURE OF BIDDER

INVITATION TO BID
INSTRUCTIONS / TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for January 1, 2010 to December 31, 2010.

LATE BIDS: Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

SALES TAX: Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales taxes.

BID AWARD: Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

CONTRACT: This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.


SIGNATURE OF BIDDER

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.


SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.


SIGNATURE OF BIDDER

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.


SIGNATURE OF BIDDER

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.


VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **John DePresca, Coordinator** at (903) 693-3763.


SIGNATURE OF BIDDER

Bids shall be provided on this sheet.

The successful bidders will supply Panola County with a ticket indicating the number of **CUBIC YARDS** on each load delivered to Panola County at the time of the delivery. If the County picks up the material, the successful bidder shall provide necessary personnel and equipment to load the product along with a ticket, indicating the number of **CUBIC YARDS** picked up.

Samples of the above commodities may be taken as delivered or picked up at any time and submitted to a commercial testing laboratory for compliance. Commodities not meeting the above described specifications must be removed by the supplier and will not be paid for.

ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.

THE ESTIMATED QUANTITY TO BE PURCHASED IS 2000 YARDS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR.

SPECIFICATIONS AND BID FORM FOR GRAVEL

TYPE	F.O.B.	DELIVERED
Arkansas SB-2 (PER YARDS)	\$ 34 ⁰⁰	\$ 38 ⁰⁰
Arkansas 1 ½" C-Ballast (PER YARDS)	\$ N/A	\$ N/A
Arkansas 2 ½" D-Ballast (PER YARDS)	\$ N/A	\$ N/A
Arkansas Rip Rap (PER YARDS)	\$ N/A	\$ N/A
3"x5" Georgetown rock (PER YARDS)	\$ 26 ⁵⁰	\$ 35 ⁵⁰

EXCEPTIONS _____

F.O.B. (picked up) shall be to the closest location to the Panola County Warehouse. Delivery shall be to within a 25 mile radius of the Panola County Warehouse.

In determining the lowest and best bid, the Commissioners Court will consider the pick up and delivery locations of the cost to the County of delivering or hauling the material to be purchased. So as to determine the most economical cost of the materials, Panola County will factor in a rate of fifty cents (.50) per yard/per mile as a cost to the County for materials to be picked up at the plant.

If the Commissioners Court considers awarding a contract to a bidder who is not the lowest bidder meeting specifications, the lowest dollar bidder will be given notice of the proposed award and will be given an opportunity to appear before the Commissioners Court to present evidence on the bidders behalf before the proposed bid is awarded.

Panola County shall provide as much advance notice as possible, however, supplier must be able to provide 90% of the orders as requested with a twelve (12) hour notice.

DATE: 11-9-09

FIRM: Dodson Trucking Inc

BY: Joe Dodson

ADDRESS 18543 CR 2213A
Tatum TX 75691

PHONE NUMBER: 903 6581437

DATE: 12-14-09

PANOLA COUNTY, TEXAS

BY: David L. Anderson

PANOLA COUNTY, TEXAS
REQUEST FOR PROPOSAL

RETURN PROPOSAL TO:

COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS AND PROPOSAL SHEET are for your convenience in submitting an offer for the enclosed referenced service for Panola County.

Sealed proposals shall be received no later than:

9:00 A.M., MONDAY, NOVEMBER 23, 2009

MARK ENVELOPES

**"INSTALLATION AND MAINTENANCE OF COMPUTERS
AND HIGH-SPEED INTERNET NETWORK EQUIPMENT
FOR ALL COUNTY FACILITIES"**

Proposer shall sign and date the proposal on each page. Proposals which are not signed and dated can be rejected. Proposals must be submitted on the enclosed form and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners' Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this Request for Proposal and specifications should be directed to County Judge David L. Anderson, at (903) 693-0391.


Signature

REQUEST FOR PROPOSAL

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners' Court of Panola County, Texas, sealed proposals will be received for:

**INSTALLATION AND MAINTENANCE OF COMPUTERS
AND HIGH-SPEED INTERNET NETWORK EQUIPMENT
FOR ALL COUNTY FACILITIES**

IT IS UNDERSTOOD that the Commissioners' Court of Panola County, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interests of Panola County. The award of this contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors.

PROPOSALS SHALL include this RFP and all additional documents submitted. Each proposal shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: Sealed proposals shall be submitted to:

**COUNTY JUDGE
PANOLA COUNTY COURTHOUSE, ROOM 216A
CARTHAGE, TEXAS 75633**

Not later than 9:00 a.m., Monday, November 23, 2009

Mark Envelopes:

**"INSTALLATION AND MAINTENANCE OF COMPUTERS
AND HIGH-SPEED INTERNET NETWORK EQUIPMENT
FOR ALL COUNTY FACILITIES"**

ALL PROPOSALS MUST BE RECEIVED BEFORE OPENING DATE AND TIME.



Signature

**REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT**

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2010.

LATE PROPOSALS: Proposals received after submission deadline will be considered void and unacceptable. County is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING PROPOSALS: Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the offerer without the permission of county for a period of ninety (90) days following the date designated for the receipt of proposals, and offerer so agrees upon submission of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date and time stated above. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiation.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

SALES TAX: County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include sales tax.

CONTRACT: This proposal, accompanying documents and any negotiated terms, when properly accepted by county, shall constitute a contract equally binding between the successful offerer and county. No different or additional terms will become a part of this contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County Judge.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to county.


Signature

DELIVERY: All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such cost, fee or charge will be paid.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with VTCA, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The offerer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of county.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and shall hold the offerer responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of county.

DESCRIPTIONS: Any reference to model and/or make/maker used in specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

ADDENDA: Any interpretations, corrections or changes in this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in county. Addenda will be mailed to all who are known to have received a copy of this RFP. Offerers shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS: A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;


Signature

5. be otherwise qualified and eligible to receive an award.

County may request any other information sufficient to determine offerer's ability to meet these minimum standards listed above.

PROPOSAL SELECTION: The proposal award shall be based on the following percentage evaluation factors:

- 15% Offerer's Qualifications/Experience and Financial Status
- 25% Proposed Pricing
- 30% Meets Needs and Requirements of Panola County As Well As Future Needs Through Enhancements and Upgrades
- 30% Offerer's Support/Service-Including Skills, Number and Availability of Support and Service Personnel

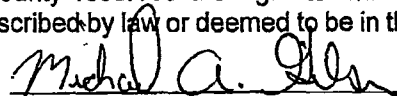
REFERENCES: County may request offerer to supply a list of at least three (3) references where like services/products have been supplied by their firm.

OFFERER SHALL PROVIDE with this proposal all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

SUCCESSFUL OFFERER SHALL defend, indemnify and save harmless county and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from contract award. Successful offerer indemnifies and will indemnify and save harmless county from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful offerer shall pay any judgment costs which may be obtained against county growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to the next lowest and best offerer as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best


Signature

interest of the county in the event of breach or default of this contract. County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes county to award another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, county shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

TERMINATION: It is Panola County's intent to pay the consideration herein set forth for the full term of contract. However, in order to not create a debt and be in compliance with the Texas Constitution, Panola County reserves the right to terminate contract at the end of the budget years.

Bidder, in submitting this bid, agrees county shall not be liable to prosecution for damages in the event that county declared the bidder in default.

NOTICE: Any notices provided by this bid (or required by law) to be given to the successful offerer by county shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful offerer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

CONTRACT ADMINISTRATION: County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between county and the successful offerer.

PAYMENT will be made upon receipt of a valid invoice for services to be rendered, in accordance with State of Texas Prompt Payment Act, V.T.C.S. Article 601f. Successful bidder is required to pay subcontractors within ten (10) days. Successful bidder for maintenance will be paid on a quarterly basis. For Fiscal Year 2010 payment will be made by the 15th of the beginning of each calendar quarter.


Signature

REMEDIES: The successful offerer and county agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

ASSIGNMENT: The successful offerer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of county.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.


Signature

Network Specifications

Panola County Equipment Upkeep Inventory:

Maintain the following equipment:

- Cisco Modular Access Router
- Cisco PIX 515E Firewall
- Cisco 2800 Modular Access Router
- Adtran CSU
- Motorola Canopy/Advantage 5.7 GHz
- T1/FT1 Network Interface Modular
- NetVanta 3305 T1/FT1 NIM VPN
- Motorola Canopy/Advantage 5.2 GHz
- Maintain & Troubleshoot all desktop computers
- Maintain updates on all software ie. Virus protection
- Contractor must be able to Install and maintain fiber.

Proprietary Software

Contractor must be able to work professionally with 3rd party vendors that provide proprietary software to Panola County. This includes troubleshooting and installing software and hardware.

New Projects

None at this time.

Network Specifications

Panola County Equipment Upkeep Inventory:

Maintain the following equipment:

- Cisco Modular Access Router
- Cisco PIX 515E Firewall
- Cisco 2800 Modular Access Router
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- Maintain & Troubleshoot all desktop computers
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- Contractor must be able to install and maintain fiber.

Proprietary Software

Contractor must be able to work professionally with 3rd party vendors that provide proprietary software to Panola County. This includes troubleshooting and installing software and hardware.

New Projects

None at this time.

Services that should be provided

- Provide technical knowledge and resources to all Panola County employees' computer stations.
- Provide expertise in a broad range of networking environments and technologies, including voice, video, and data communications
- Create a proactive support environment with software updates to help keep network reliable and up-to-date
- Provide remote technical support with onsite hardware replacement options to provide the correct mix of support where and when needed.
- Ongoing system software updates that enable Panola County to efficiently evolve its network infrastructure to address ever changing business needs and to help increase the return on its original investment
- Rapid technical problem support with around-the-clock expert technical engineers to resolve network problems
- Standard, next-business-day advance hardware replacement on all warranty hardware
- Priority, 24x7x4 onsite or phone network and hardware technical support
- Software updates and maintenance that include bug fixes and minor/major software releases
- Onsite hardware repair
- Provide consulting services at no charge with the client and third party vendors
- Weekly preventive maintenance
- Provide technical briefs to discuss directions and implications for system upgrades
- Encrypt and secure Panola County's network from unwanted intrusion
- Share printers and files
- Install all patches and critical updates
- Optimize computers on the network to suit needs of end user
- Repair damaged or corrupt operating systems
- Maintain an accurate database of all user information for disaster recovery of the network
- Provide physical safeguards to guard data integrity, confidentiality, and availability

Optional Service Request

- Weekly checks on all switches, firewalls, and routers.
 - Run weekly network diagnostic test on all switches, firewalls, and routers.
 - Weekly backups of router configuration files.
 - Check for virus and intrusions.
 - Weekly maintenance on network servers and software.
 - Check event logs.
 - Update virus software
-

BID PROPOSAL

INSTALLATION AND MAINTENANCE OF COMPUTERS AND HIGH-SPEED INTERNET NETWORK EQUIPMENT FOR ALL COUNTY FACILITIES

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING
AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, IN
ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisements, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Courthouse in Carthage, Texas.

For services rendered January 1, 2010 through December 31, 2010:

PANOLA COUNTY EQUIPMENT UPKEEP

(See Network Specifications)

PROPRIETARY SOFTWARE

(See Network Specifications)

NEW PROJECTS (See Network Specifications)

SERVICES (See Network Specifications)

OPTIONAL SERVICE REQUEST

(See Network Specifications)

ANNUAL

\$ 30,000.00

Exceptions to specifications: _____

NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY,
WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN
LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS
AND ADEQUATE LIABILITY LIMITATIONS.

Michael A. Stiles

SIGNATURE

843 Hilburn Road

ADDRESS

903-985-7500

TELEPHONE NUMBER

East Texas Secure Solutions

COMPANY NAME

Kilgore Texas 75662

CITY

STATE

ZIP

11/16/09

DATE

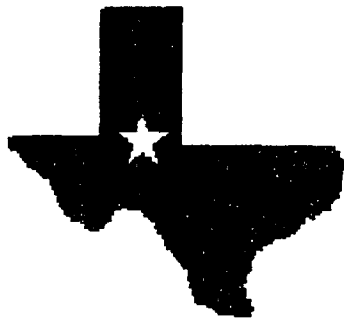
ACCEPTED:

Douglas Anderson

COUNTY JUDGE

12-14-09

DATE



**East Texas Secure Solutions
Service Specification**

**Maintenance of High-Speed Internet Network
and Extension for Fiber and Termination**

**Panola County Courthouse, 110 S. Sycamore St., Carthage, Texas
Juvenile & Adult Probation, County Jail & 911 Rural Addressing**

**12 Months – Including 24/7 Technical Assistance of all
high speed computer installations.**

Prepared on:
Nov 10, 2009

Prepared by:
Michael A. Gibson

Contact information:
Phone 903-985-7500
e-mail magibson@uscommtech.com
website www.uscommtech.com

Service Specification

Introduction

THIS SERVICES AGREEMENT is made and entered into as of the Effective Date as set forth on the signature page hereto, by and between East Texas Secure Solutions and Panola County.

Privacy Statement

East Texas Secure Solutions takes great pride in implementing the following ACTS:

- HIPAA
- Computer Fraud and Abuse Act (Public Law 99-474)
- Computer Security Act (Public Law 100-235)
- Computer Crimes Act
- Copyright Law (Title 17 of the U.S. Code)

Advantages

- Improves uptime
- Increases productivity
- Protects investment
- Helps ensure hardware availability
- Reduces the total cost of ownership of software applications
- Maximizes network/application availability, reliability, and stability

Changing business demands and new application requirements increase the complexity of your network environment. As network complexity grows, so does the number and the skill level of resources required to maintain high-quality network performance and availability. Whether you are a large organization, a commercial business, or a service provider, you need the kind of support expertise that can help maximize the return on your network investment. East Texas Secure Solutions technical support service will help to ensure that your network operates efficiently, remain highly available, and benefit from the most up-to-date system software to assist you in effectively managing your network service while controlling operational costs.

Privacy Statement

East Texas Secure Solutions takes great pride in implementing the following ACTS:

- HIPAA
- Computer Fraud and Abuse Act (Public Law 99-474)
- Computer Security Act (Public Law 100-235)
- Computer Crimes Act
- Copyright Law (Title 17 of the U.S. Code)

Services offered

- Provide technical knowledge and resources to all employee's
- Provide expertise in a broad range of networking environments and technologies, including voice, video, and data communications
- Create a proactive support environment with software updates to help keep your network reliable and up-to-date
- Provide remote technical support with onsite hardware replacement options to provide the correct mix of support where and when you need it
- Ongoing system software updates that enable you to efficiently evolve your network infrastructure to address ever changing business need and to help increase the return on your original investment
- Rapid technical problem support with around-the-clock expert technical engineers to resolve network problems
- Standard, next-business-day advance hardware replacement on all warranty hardware
- Priority, 24x7x4 onsite or phone network and hardware technical support
- Software updates and maintenance that include bug fixes and minor/major software releases
- Onsite hardware repair
- Provide consulting services at no charge with the client and third party vendors
- Weekly preventive maintenance
- Provide technical briefs to discuss directions and implications for system upgrades
- Encrypt and secure your network from unwanted intrusion
- Share printers and files

Service Specification

- Install all patches and critical updates
- Optimize computers on the network to suit needs of end user
- Repair damaged or corrupt operating systems
- Maintain a accurate database of all user information for disaster recovery of the network
- Provide physical safeguards to guard data integrity, confidentiality, and availability

Fees, payments, and service terms

Maintenance	Fee	Service term	Period Start Date	Primary contact
24x7 12 months	\$30,000.00	One Year	January 1, 2010	Michael A. Gibson 903-985-7500

This will be broken down into 4 quarterly payments:

1st payment of \$7,500.00 due on 1/1/2010

2nd payment of \$7,500.00 due on 4/1/2010

3rd payment of \$7,500.00 due on 7/1/2010

4th payment of \$7,500.00 due on 10/1/2010

Weekly Preventive Maintenance

Consider having expert IT personnel taking care of your computer systems around the clock for a fraction of the cost. No hassles to hire, train, and retain staff. No capital outlay for building the internal IT structures. No extra complexity to manage. No unpredictable costs. Some of the world's leading companies have made the decision to focus their time and energy on their core business rather than on their infrastructure. We offer a complete solution which enables you to:

- Weekly checks on all switches, firewalls, and routers.
- Run weekly network diagnostic test on all switches, firewalls, and routers.
- Weekly backups of router configuration files.
- Proactively resolve problems.
- Check for virus and intrusions.
- Weekly maintenance on network servers and software.
- Check event logs.
- Update virus software.
- Backup tapes are inspected and tested for restorability.

Disclaimer

Virus updates will only be provided if East Texas Secure Solutions provided the virus protection software.

Backups and inspection will only be performed if East Texas Secure Solutions provided the backup system.

To repair damage operating systems client must provide East Texas Secure Solutions with the original software.

Indemnity

East Texas Secure Solutions shall not be held liable in performance of any equipment failure that is caused by a Force Majeure Event.

East Texas Secure Solutions shall not be held liable for any network down time due to the Customers ISP.

East Texas will correct any problems encountered in the hardware during the life of Agreement, or replace hardware if required if still under warranty for no charge. East Texas Secure Solutions will not be responsible for Service Support if the product has been materially modified or altered in any way by the customer or third party vendor.

The parties will defend, indemnify and hold each other harmless from any and all losses, damages, claims, liabilities and expenses (including attorneys' fees and costs), whether based in contract or tort (include strict liability) to the extent arising out of or resulting from (a) the other party's negligent acts or omissions, or those of persons furnished by it, or (b) the failure to the other party to fully comply with the terms and conditions of this agreement.

Network Specifications

Panola County Equipment Upkeep Inventory:

East Texas Secure Solutions agrees to and will maintain the following equipment:

- Cisco Modular Access Router
- Cisco PIX 515E Firewall
- Adtran CSU
- Motorola Canopy/Advantage 5.7 GHz
- T1/FT1 Network Interface Modular
- NetVanta 3305 T1/FT1 NIM VPN
- Motorola Canopy/Advantage 5.2 GHz
- Maintain & Troubleshoot all desktop computers
- Maintain updates on all software ie. Virus Protection

Proprietary Software

East Texas Secure Solutions agrees to and will work professional with 3rd party vendors that provide proprietary software to Panola County. This includes troubleshooting and installing software and hardware.

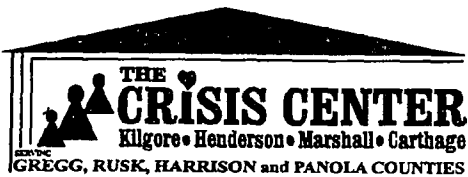
New Projects

None at this time.

Optional Service Request

East Texas Secure Solutions agrees to and will provide the following services to meet the needs of Panola County and remote offices.

- Weekly checks on all switches, firewalls, and routers.
- Run weekly network diagnostic test on all switches, firewalls, and routers.
- Weekly backups of router configuration files.
- Install Fiber to and from new jail.
- Check for virus and intrusions.
- Weekly maintenance on network servers and software.
- Check event logs.
- Update Virus Software.



A United Way Agency

November 23, 2009

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

RE: Crisis Center

Dear Judge Anderson,

The Crisis Center has been helping victims of domestic violence and sexual assault in Panola County for many years. In recent times the Crisis Center was not able to afford an office in the county. In the last year one of our advocates, Darla Andries, who resides in Carthage, has returned, and is now seeing victims of domestic violence and sexual assault from the county in Carthage. Both the city and county have been generous in offering space for Mrs Andries to see these clients. However, a permanent office is needed.

I am requesting that Panola County allow the Crisis Center to use one of the office spaces in the old armory building rent free. The Crisis Center is a nonprofit organization that exists to serve those in need of its services, and is not a for profit entity.

Your kind consideration of this request is appreciated.

Sincerely yours,

Eugene Davis
Executive Director

KILGORE
P.O. Box 3394
Kilgore, TX 75663
903-984-3019

HENDERSON
1773 Hwy 79 S.
Suite B
Henderson, TX 75652
903-657-7363

MARSHALL
505 Travis, Suite 201
Marshall, TX 75670
903-927-1712

VOL. 68 PAGE 688

Texas Administrative Code

Next Rule>>

<u>TITLE 1</u>	ADMINISTRATION
<u>PART 4</u>	OFFICE OF THE SECRETARY OF STATE
<u>CHAPTER 81</u>	ELECTIONS
<u>SUBCHAPTER F</u>	PRIMARY ELECTIONS
<u>RULE §81.120</u>	Compensation for Election-Day Workers

(a) Except as provided by subsection (b) of this section, the compensation paid to polling-place judges, clerks, early-voting-ballot board members, or persons working at the central counting station for the 2010 general-primary and primary-runoff elections shall be \$8.50 per hour, and all workers must attend a training class certified by the Secretary of State, online pollworker training classes are available on the Secretary of State website.

(b) The county chair may pay technical support personnel at the central counting station (appointed under Texas Election Code §§127.002, 127.003, or 127.004) compensation which is more than \$8.50 per hour, but costs may not exceed those paid to county staff for comparable work.

(c) Except as provided by this section, a judge or clerk may be paid only for the actual time spent on election duties performed in the polling place or central counting station. If an election worker elects to donate his or her compensation to the county party, signed documentation referencing that fact, by the election worker and chair, must be placed in the primary records.

(d) The county chair may allow one election worker from each polling place up to one hour before election day to annotate the precinct list of registered voters.

(e) The county chair is authorized to pay members of the early-voting-ballot board.

(1) Members of the early voting ballot board may only be compensated for the actual number of hours worked.

(2) Additionally, members may reconvene to process provisional or late ballots. The provisional ballot/late counting process must be completed not later than the 7th day after the primary or primary runoff elections.

(f) Compensation for the election judge or clerk who delivers and picks up the election records, equipment, and unused supplies may not exceed \$15 per polling place location.

(g) Except as provided by subsection (f) of this section the county chair may not pay an election-day worker for travel time, delivery of supplies, or attendance at the precinct convention.

**2010 PAYMENT SCHEDULE
FOR
ELECTION WORKERS**

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 14th day of December, 2009, in order to be in compliance with federal and state law, do hereby adopt the following payment schedule for election workers in elections supervised by Panola County, beginning with the Primary Election on March 2, 2010 and continuing for the remainder of Fiscal Year 2010:

ELECTION JUDGES - \$ 8.50 PER HOUR
ALTERNATE ELECTION JUDGES - \$ 8.50 PER HOUR
ELECTION CLERKS - \$ 8.50 PER HOUR

PERSON WHO PICKS UP AND RETURNS
ELECTION MATERIALS TO RECEIVE AN ADDITIONAL \$ 25.00

ADOPTED UNANIMOUSLY this 14th day of December, 2009 in open court.


David L. Anderson, County Judge

2010 PAYMENT SCHEDULE FOR PETIT JURORS AND GRAND JURORS

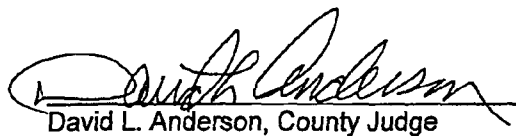
We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 14th day of December, 2009 do hereby adopt the following payment schedule for petit jurors and grand jurors for Fiscal Year 2010:

PETIT JURORS - \$ 10⁰⁰ PER DAY FOR REPORTING
- \$ 40⁰⁰ PER DAY WHILE SERVING PER SB 1704
- \$ 10⁰⁰ FOR LUNCH WHILE SERVING

GRAND JURORS - \$ 10⁰⁰ PER DAY FOR REPORTING
- \$ 40⁰⁰ PER DAY WHILE SERVING PER SB 1704
- \$ 10⁰⁰ FOR LUNCH WHILE SERVING

Said payment schedule is effective January 1, 2010.

ADOPTED UNANIMOUSLY this 14th day of December, 2009 in open court.


David L. Anderson, County Judge

ORDER #2009-16


WHEREAS, Local Government Code, Section 81.005 requires the designation of a day of the week for regular meetings of the Commissioners' Court each month; and


WHEREAS, the same section requires that the designation be made at the last regular session of the fiscal year;


NOW, THEREFORE, the Panola County Commissioners' Court, meeting in a properly called and posted meeting on this the 14th day of December, 2009, does hereby enter the following Order:

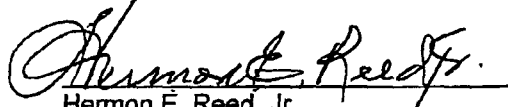
1. Regular meetings of the Court shall occur on the second Monday of each month; and
2. In the event that the second Monday is a holiday or that the Courthouse is closed for any other reason on that day, the regular session shall be held on Tuesday following the second Monday of each month.


PASSED, APPROVED, and ADOPTED in Open Court on this the 14th day of December, 2009.


David L. Anderson, County Judge



Ronnie LaGrone
Commissioner, Precinct 1


Doug Cotton
Commissioner, Precinct 2


Hermon E. Reed, Jr.
Commissioner, Precinct 3


Dale LaGrone
Commissioner, Precinct 4

ATTEST:


Clara Jones, County Clerk



RESOLUTION #2009-08

WHEREAS, the Panola County Commissioners' Court adopted Order 1995-13 on November 13, 1995 as Panola County's Investment Policy as required by VTCA Government Code, Section 2256.005; and

WHEREAS, the same policy has been reviewed annually as required by VTCA Government Code, Section 2256.005(e) and the same policy has been annually re-approved by vote of the Commissioners' Court; and

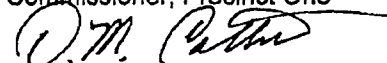
WHEREAS, the annual review of the policy for 2009 is now due;

NOW, THEREFORE, IT IS RESOLVED, by the Commissioners' Court of Panola County, Texas meeting in Regular Session on December 14, 2009 that the Investment Policy as found in Order 1995-13 has been reviewed and is accepted without change.

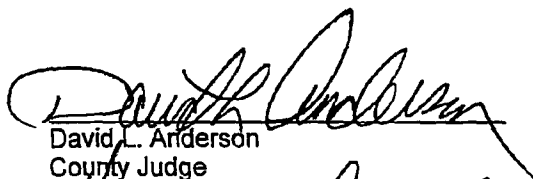
PASSED, APPROVED AND ADOPTED this 14th day of December, 2009 in Open Court.



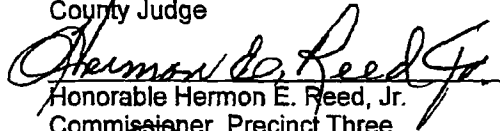
Honorable Ronnie LaGrone
Commissioner, Precinct One



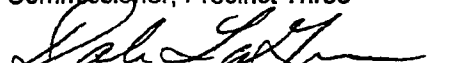
Honorable Douglas M. Cotton
Commissioner, Precinct Two



David L. Anderson
County Judge



Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three



Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:



Clara Jones, County Clerk



ORDER 1995-13

BE IT REMEMBERED AT A MEETING OF the Commissioners Court of Panola County, Texas held on the 13th day of November, 1995 on motion made by Jimmy Davis and seconded by Dick Haynes, with all voting in favor of the Order and 0 voting against, 0 abstentions and 0 absent, the following Order was adopted:

WHEREAS, the Commissioners Court of Panola County, Texas desires the establishment of prudent investment policies; and

WHEREAS, the Commissioners Court has reviewed the following investment policy and believes its enactment would be to the financial benefit of Panola County, Texas;

NOW, THEREFORE, It is hereby ADJUDGED and DECREED that the Panola County Treasurer implement the following investment policy:

POLICY PURPOSE

This policy serves to satisfy the statutory requirements of the Texas Government Code Annotated, Title 10, Section 2256, Public Funds Investment Act, to define and adopt a formal investment policy.

It is the objective of Panola County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

It is the County's policy to provide periodic training in investments for all applicable personnel through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the applicable personnel in making investment decisions, in compliance with Section 2256.008 of the Public Funds Investment Act.

INVESTMENT SCOPE

Texas Government Code Annotated, Section 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds. The governing body shall conduct an annual review of its investment policy and investment strategy. County funds include all financial assets of all funds of the County of Panola, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Panola County and any depository bank.

This policy governs the investment of all financial assets of all funds of Panola County, and are to be managed in compliance with this policy and applicable state and federal laws.

INVESTMENT STRATEGY

All funds of Panola County that are invested are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing investment options available in this policy. It is the intent to invest most of the funds needed for current year operations in time deposits, certificates of deposit or security repurchase agreements in accordance with the depository contract. Other funds which are not expected to be used for current year operations may be

invested in other safe United States government investments if the yield is significantly greater than the rate guaranteed in the depository contract. However it is important that these other investments are backed by the full faith and credit of the United States government.

RESPONSIBILITY AND CONTROL

It shall be the responsibility of the County Treasurer to make actual purchase of the investments upon written authority of the County Auditor and County Judge. The County Treasurer, County Auditor, County Judge and County Commissioners will act as Advisory Committee implementing this investment policy.

OBJECTIVES AND PRIORITIES

The investment objectives and priorities of the Panola County Treasurer shall be as follows:

1. To understand the suitability of the investment to the financial requirements of the entity.
2. To ensure the preservation and the safety of Panola County funds and to avoid speculative investing.
3. To provide funds to meet the liquidity and cash needs of Panola County, Texas.
4. To ensure the marketability of the investment if the need arises to liquidate the investment before maturity.
5. To ensure the diversification or maturity date of investment portfolio.
6. To earn the maximum interest rate yield allowed through prudent and legal investing of county funds consistent with the current Bank Depository Contract and federal and state law.
7. To provide for the safety of capital, securities and collateral.
8. The County Treasurer shall make re-investments upon written approval of the County Auditor and the County Judge.
9. The County Treasurer shall receive and provide for the safekeeping of all pledged securities as collateral for invested funds.
10. The County Treasurer shall comply with the laws of the State of Texas as defined in the Government Code, Chapter 2256, known as the "PUBLIC FUNDS INVESTMENT ACT" concerning the investment of county funds.

INVESTMENT METHODS

The Panola County Treasurer shall use any or all of the following types of investments consistent with federal and state law and the current Bank Depository Contract:

1. Time Deposits
2. Certificates of Deposit
3. Security Repurchase Agreements
4. Money Market Investment Accounts
5. Negotiable Order of Withdrawal (NOW) Accounts
6. United States Treasury Bills
7. United States Government Securities

The County shall require appropriate documentation showing that the county has adequate control of the investments.

INVESTMENT INSTITUTIONS

The Panola County Treasurer shall invest county funds with or through the County's depository bank consistent with federal and state law and the current Bank Depository Contract.

INVESTMENT COLLATERAL

The Panola County Treasurer shall insure that all county funds are fully collateralized consistent with federal and state law and the current Bank Depository Contract, without exception, in one or more of the following manners:

1. United States Government Bonds, Notes and Bills
2. Securities of United States Agencies
3. Federal Housing Authority Bonds
4. Farmer's Home Administration Notes
5. Federal National Mortgage Association Bonds
6. Municipal Securities Bearing Moody's A or Better Rating

Such securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or an independent investment institution under an appropriate legal contract. The amount of securities so pledged shall be determined by their market value.

MATURITY AND DIVERSIFICATION

The Treasurer of Panola County shall strive to retain enough liquidity in investments to cover the cash needs of the county and shall also strive to diversify the investments consistent with the objectives of this policy.

STANDARD OF CARE

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority; preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the county's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with the written investment policy of the county.

AUDIT CONTROL

The Panola County Treasurer is subject to audit by the Panola County Auditor. In addition, it is the policy of the Panola County Commissioners Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Panola County Treasurer and the County's investment procedures shall be subject to the annual and any special audits as required.

The County Treasurer shall not be responsible for any loss of the county funds through the failure or negligence of any depository; but nothing in this shall release any County Treasurer for any loss resulting from any official misconduct or negligence on his or her part nor from any responsibility for the funds of the county until a depository shall be selected and the funds deposited therein, nor for any misappropriations of such funds by him or her.

INVESTMENT REPORTING

It shall be the duty of the Treasurer of Panola County, Texas to notify the Commissioners Court of any significant changes in current investment methods and procedures prior to their implementation. In accordance with Texas Government Code, Title 10, Section 2256.023, the Panola County Treasurer will report quarterly the portfolio statistics listing.

DONE IN OPEN COURT this 13th day of November, 1995.

John Cordray
County Judge

Herbert H. [unclear]
Commissioner, Precinct 1

Buddy Harris
Commissioner, Precinct 2

Wick [unclear]
Commissioner, Precinct 3

Jimmy E. Davis
Commissioner, Precinct 4

ATTEST:

Sue Grafton
County Clerk

By: Martha R. Beyer, Deputy

CERTIFICATION

I hereby certify that I have personally read and understand the investment policy and strategy of Panola County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this bank and Panola County will be directed towards precluding imprudent investment activities and protecting the County from any loss.

All authorized officers of this bank dealing with Panola County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This bank pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this bank.

FIRST STATE BANK & TRUST COMPANY

(Name)

(Title)

(Signature)

(Date)

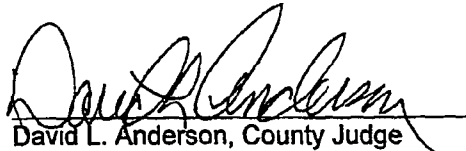
**PANOLA COUNTY AIRPORT
SHARPE FIELD ADVISORY BOARD
APPOINTMENTS**

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session
this 14th day of December, 2009 do hereby appoint the following persons to two (2) year
terms on the **PANOLA COUNTY AIRPORT - SHARPE FIELD ADVISORY BOARD**

**JACK REEVES
LYNN VINCENT
VAN PATTERSON**

Said appointments commence January 1, 2010 and end December 31, 2011.

PASSED UNANIMOUSLY this 14th day of December, 2009 in Open Court.


David L. Anderson, County Judge

**PANOLA COUNTY EMERGENCY
SERVICES DISTRICT NO. 1
BOARD OF COMMISSIONERS APPOINTMENT**

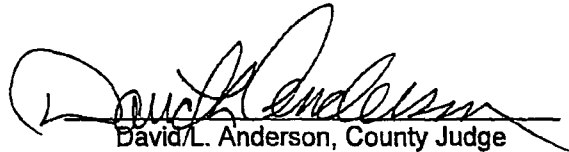
We, the Commissioners Court of Panola County, Texas meeting in Regular Session this 14th day of December, 2009 do hereby appoint the following persons to two (2) year terms on the **PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS:**

PALMER FUSELIER

REBECCA JOFFRION

Said appointments commence January 1, 2010 and ends December 31, 2011.

PASSED UNANIMOUSLY this 14th day of December, 2009 in open court.


David L. Anderson, County Judge

PERSONNEL CHANGE REQUEST

Name: SIGON CHAOR

Department: ROB PET #3

Position: TRUCK DRIVER

New Position
(if applicable): OPERATOR

Current wage or salary

\$ 11.15
11.22

New wage or salary

\$ 13.05
23

Effective date of change

12/15/09


Elected Official/Department Head
Signature

12-14-09
Date Signed

PERSONNEL CHANGE REQUEST

Name: JOHNIE WILLIAMS
Department: R+B PCS #3
Position: ~~OFF~~ TRUCK DRIVER
New Position
(if applicable): OPERATOR

Current wage or salary

\$ 11.15
22

New wage or salary

\$ 13.05
24

Effective date of change

12/15/09

Herbert A. Reed Jr.
Elected Official/Department Head
Signature

12-14-09
Date Signed



3800 STONE ROAD
KILGORE, TEXAS 75662 • 903/984-8641 • FAX 903/983-1440

SERVING A FOURTEEN COUNTY REGION

November 20, 2009

Judge David L. Anderson
Panola County Court
110 S. Sycamore St.
Carthage, TX 75670

RE: ETCOG Regional Juvenile Detention project FY 2010, CJD grant #JA-14235-11.

Dear Judge Anderson:

Texas Governor Rick Perry's office, Criminal Justice Division, has awarded the East Texas Council of Governments a FY 2009 grant from the Juvenile Justice and Delinquency Prevention fund, in the amount of **\$44,095.00**, to be used to provide safe and appropriate detention services for juveniles who must be detained outside their home counties. The project period is September 1, 2009, through August 31, 2010.

The majority of these grant funds, \$36,000.00, has been allocated among thirteen (13) of the ETCOG Counties, as follows:

<u>County</u>	<u>Allocation</u>
Anderson	\$ 3,371
Camp	\$ 960
Cherokee	\$ 2,373
Harrison	\$ 3,117
Henderson	\$ 3,912
Marion	\$ 1,044
Panola	\$ 1,528
Rains	\$ 1,047
Rusk	\$ 2,616
Smith	\$ 8,332
Upshur	\$ 2,091
Van Zandt	\$ 2,760
Wood	\$ 2,571

The amount of this allocation is derived from an equal base amount (\$500.00) to all counties, plus one dollar (\$1) per child residing in the county, as estimated by the U.S. Census Bureau, per www.TexasQuickFacts.com, as of the date that the grant application was prepared.

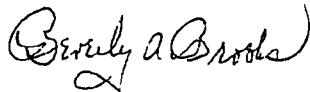
Regional Juvenile Detention project FY 2009, CJD grant #JA-14235-10
November 20, 2009
Page Two of Two

Enclosed please find a copy of the proposed contract for the Regional Juvenile Detention project FY 2010. Please return one fully executed copy to ETCOG, no later than **December 31, 2009**, to secure the benefits of your county's allocation under this grant program. The attachments should be given to your local Juvenile Detention Services, for future submission.

As with all grant programs, grant funds provided may not be used to supplant funding previously allocated through the County's budget for similar purposes (in this case, for purchase of juvenile detention services). By submitting a request for reimbursement to ETCOG under this program, the County official signing such reimbursement request certifies that the County's local budget for the purchase of juvenile detention services has been exceeded, and that the grant funds requested are needed to supplement the County's budget in this area.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Beverly A. Brooks
Criminal Justice and Homeland Security Planner

Enclosure: Contract in aid of Regional Juvenile Detention program for FY 2010.

State of Texas
County of PANOLA

1. This contract is by and between East Texas Council of Governments (ETCOG) and PANOLA County (hereinafter referred to as County), and is in aid of CJD Grant No. JA-14235-11, titled Regional Juvenile Detention Program. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2009, and shall end on August 31, 2010, unless extended or terminated as otherwise provided for in this contract.
2. ETCOG is responsible for closely monitoring the County and the exercise of reasonable care to enforce all terms and conditions of the grant. The County agrees to fully cooperate in the monitoring process.
3. Requirements of the *Uniform Grant and Contract Management Standards* (UGCMS) promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB, of the above standards. ETCOG shall keep all project records.
4. The County will furnish the following:
 - a. Invoices for services rendered.
 - b. Information for progress reports.
5. The County will comply with the following:
 - a. **Return this executed contract to ETCOG by December 31, 2009, or forfeit County's funding allocation. ETCOG staff shall redistribute any forfeited funds to participating counties.**
 - b. Special Limitations on Detentions (Attachment A to Contract).
 - c. Submission of signed Payment Voucher (Attachment B to Contract), copy of bill(s) for detention purchased, and Certification form to request reimbursement (Attachment C to Contract).
 - d. The Texas Family Code, as may be amended from time to time.
6. Payment under this contract will be made as follows: The County shall purchase secure or residential juvenile detention services as needed, from a facility or facilities **outside the County**, during the grant period beginning September 1, 2009, and ending on August 31, 2010. Funds to be reimbursed to each county shall be subject to the Special Limitations on Detention (Attachment A to Contract) and total reimbursements to all participating Counties shall not exceed the total amount available in the current grant (\$44,095.00). The County shall submit to ETCOG the Purchase Voucher with original signature (Attachment B to Contract), a copy of the bill for detention purchased, and the Certification form with original signature (Attachment C to Contract) when making a request for reimbursement. Reimbursement will normally be made to County within 30 days of receipt by ETCOG.

7. If the County has not exhausted its own, locally-budgeted detention funds on or before May 31, 2010, said County shall notify ETCOG that it may be unable to use its allocated grant funds under this contract, so that ETCOG may plan for the possibility of redistribution. If the County has not exhausted its budgeted detention funds on or before July 31, 2010, said County shall notify ETCOG of that fact, and shall release its unused grant funds for redistribution no later than August 7, 2010. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 4, 2010. The final report for this grant is due to CJD by September 15, 2010. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.
8. In the event of a default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for all services properly provided prior to the cancellation date.
9. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the County. Failure to comply with this requirement shall be treated as a default.
10. This contract shall automatically terminate on the grant expiration date (August 31, 2010) or any extension date thereof granted by CJD, or upon the termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period. ETCOG shall not reimburse for any services billed under the grant unless the County bills such services to ETCOG within 10 days following the grant expiration date (August 31, 2010); i.e., by September 10, 2010.
11. The County agrees and understands that the choice of the facility, conditions of confinement, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG shall have no liability or responsibility for conditions of confinement or treatment of individual juvenile offenders.
12. The County agrees that juvenile detention services shall be reimbursed from funds on a cost reimbursement basis, and claims for reimbursement shall reflect the actual costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that cost reimbursement for actual costs shall not exceed the maximum amount established by the State.
13. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this contract or operation, selection of, or placement of juveniles in juvenile detention services under this contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out of or in any way related to juvenile detention services, or to the expenditure by the County or its subcontractor of funds under this contract. More specifically, County

shall indemnify and hold harmless ETCOG and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of the County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, the County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement, and said tax shall be assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.


EXECUTED this 14th day of December, 2009.


Signature of County Judge

Panola County
Name of County

110 S. Sycamore, Room 216-A
Address (street or post office box)

Carthage, TX 75633 (903) 693-0391
City State Zip Telephone #


Signature of Authorized Official
For ETCOG

East Texas Council of Governments
Name of Grantee Agency

3800 Stone Road
Address (street or post office box)

Kilgore, TX 75662 (903) 984-8641
City State Zip Telephone #

Attachment A

- I. Reimbursement will be made only for secure and residential detention which is provided by a facility located outside the county requesting reimbursement through this program.
- II. Grant funds provided through this program may not be used to supplant funding previously allocated through the County's budget for juvenile detention purposes. By submitting a request for reimbursement to ETCOG, the County official signing such reimbursement request certifies that the County's budget for juvenile detention has been exceeded, and that the grant funds requested are needed to supplement the County's budget in this area.
- III. Reimbursement for each county will be limited to the amount specified below, plus any funds which might be forfeited and redistributed as a result of a county or counties not returning an executed contract to ETCOG, or as a result of a county or counties de-obligating unused funds.

<u>County</u>	<u>Allocation *</u>
Anderson	\$3,371
Camp	\$960
Cherokee	\$2,373
Gregg	\$0
Harrison	\$3,117
Henderson	\$3,912
Marion	\$1,044
Panola	\$1,528
Rains	\$1,047
Rusk	\$2,616
Smith	\$8,332
Upshur	\$2,091
Van Zandt	\$2,760
Wood	\$2,571
Totals	\$35,722

* Allocation is derived as follows: \$500.00 base amount to each participating county, plus \$1 per child residing in that county, per 2008 population estimates of the U.S. Census Bureau, as found on www.TexasQuickFacts.com, as of the date the grant application was prepared.

Attachment C

CERTIFICATION OF SERVICES PROVIDED

PANOLA COUNTY

I hereby certify that PANOLA County purchased the services indicated on the attached itemized statement, and requests reimbursement from the East Texas Council of Governments via Texas Criminal Justice Division grant JA-14235-11. I further certify that the services were purchased according to the rules and regulations specified in the Texas Criminal Justice Division Maximum Rate Schedule, and that the funds requested will not be used to supplant previously budgeted County funds.

County Official, Signature

County Official, Printed Name & Title

Date

**PANOLA-HARRISON ELECTRIC COOPERATIVE, INC.
APPLICATION FOR ELECTRIC SERVICE**

(Please complete - type or print)

APPLICANT INFORMATION

Name Panola County Road & Bridge Dept., Pct. #4
 Billing Address 1120 E. Sabine
 City/State/Zip Carthage, TX 75633
 Social Security No. _____
 Drivers License No. _____
 Home Telephone No. _____
 Employer _____
 Address _____
 City/State/Zip _____
 Work Phone No. _____

SPOUSE INFORMATION

Name _____
 Social Security No. _____
 Drivers License No. _____
 Employer _____
 Address _____
 City/State/Zip _____
 Work Phone No. _____

INITIAL CONNECTION CHARGES

Membership Amount \$ _____
 Consumer Deposit \$ _____
 Connect Fee \$ _____
 Delinquent Amount \$ _____
 Other \$ _____

TOTAL \$ _____

PRIOR ELECTRIC SERVICE

Utility Name _____
 Address Served _____

Dates of Service _____
 Have you ever had service with
 Panola-Harrison Elec. Co-op.? yes no

SERVICE REQUESTED FOR:

1. Residence (Own) yes no
 2. Residence (Rent) yes no
 Name of Owner _____
 Address _____
 City/State/Zip _____
 Owner's Phone No. _____

3. Mobile Home (Own) yes no
 4. Mobile Home (Rent) yes no
 Name of Owner _____
 Address _____
 City/State/Zip _____
 Owner's Phone No. _____

5. Commercial yes no
 Type Service _____
 A. Sole Proprietorship yes no
 B. Partnership yes no
 General Partners' Names: _____

C. Corporation yes no
 6. Other yes no
 Type Service Government

Comments: _____

Signature David L. Anderson Date December 14, 2009
 David L. Anderson, County Judge

PLEASE READ REVERSE SIDE CAREFULLY. SIGN AND DATE BOTH SIDES.

**PANOLA-HARRISON ELECTRIC COOPERATIVE, INC.
MEMBER SERVICE CONTRACT**

(PLEASE READ THOROUGHLY BEFORE SIGNING BELOW)

The undersigned, (hereafter called Member), requests Panola-Harrison Electric Cooperative, Inc., (hereafter called Cooperative), to furnish electric service to the location designated on the Application for Membership. Member agrees that, if and as such service is furnished, to pay the rate fixed by the Board of Directors of the Cooperative at the time specified by said Board, and to comply with, and be bound by, the provisions of the charter, by-laws, regulations, and rules from time to time adopted by the Cooperative. Member further agrees that employees of the Cooperative shall have complete and safe access to Member's premises at all times for the purpose of installing, reading, inspecting, and removing meters or any other equipment the Cooperative may require on Member's premises, inspection and maintenance of easements and rights-of-way, and any other purpose incidental to furnishing electric service. Member further agrees that he will not permit anyone, except employees of the Cooperative, to tamper with or any way interfere with, the meter or other property of the Cooperative. Member further agrees to inform the Cooperative, in writing, of any change in the characteristics of his requirement for electric energy, of any change in the status of the information provided in the Application for Membership, or of any change or condition that might alter the terms of this agreement.

The Cooperative agrees to deliver electric energy to the point where Member's service is tapped to the Cooperative's distribution lines, but in no event is the Cooperative to be held liable for loss or damage caused by, but not limited to, the following: (a) interruption in service, (b) changes in characteristics of electric service caused by actions of nature, weather, sabotage, equipment failure, unavoidable accident, or any other act associated with delivery of electric service which the Cooperative could not have reasonably guarded against, (c) leakage or loss of electricity after it has passed into Member's service, (d) acts of Member in any way contributing to loss or damages.

If Member shall default in any said payments for twenty-six (26) days after issuance of a bill, or shall make default in the performance of any covenant hereunder or hereafter agreed upon, the Cooperative may at any time during the continuance of such default, following proper notification, without liability therefor, discontinue electric service to Member hereunder until such default is cured. Such discontinuance of electric service and removal of Cooperative equipment may, without additional warning, at the Cooperative's option, terminate its obligations hereunder.

While the prospective consumer is herein referred to as "Member," it is understood that he is not a member of the Cooperative unless and until his membership application is completed in full, and following proper investigation thereof, is accepted in accordance with the charter, by-laws, and rules of the Cooperative. False information provided in the Application for Membership shall revoke this contract, without notice, and subject Member to immediate discontinuance of electric service.

"I, the undersigned, hereby agree to be bound by this member service contract, and the charter, by-laws, and rules of the Cooperative. I further agree, that in the event of default in payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay an additional charge equal to the costs of collection including agency and attorney fees, court costs, and administrative costs incurred and permitted by laws governing these transactions."

This member service contract cancels all prior written and oral agreements, promises, representations or inducements except the application for membership which shall remain in full force and effect insofar as the same is not revoked by the instrument.

Signature David L. Anderson
David L. Anderson, County Judge

Date December 14, 2009

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned David L. Anderson,

County Judge of Panola County for a good and valuable consideration of an electric line, the receipt whereof is hereby acknowledged, by these presents TRANSFERS, ASSIGNS and SETS OVER to the PANOLA-HARRISON ELECTRIC COOPERATIVE, INC., a corporation whose postoffice address is Marshall, Texas, its successors and assigns, the right, privilege and perpetual easement to construct, operate and maintain a transmission or distribution line, both overhead and underground, consisting of a line of poles, and/or buried conduit, with such wires, and appurtenances thereto as may be necessary for the transmission or distribution of electric energy, together with a right-of-way 15 Feet feet in width on each side of a center line of said line, and the right to open, clear and maintain said right-of-way and to control underbrush, trees, shrubbery and other obstructions by chemical or mechanical methods which, in the judgment of the Grantee might interfere with or constitute a hazard to the operation of said line or conduits (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the method of control employed) with the right of ingress and egress upon said right-of-way from Grantor's lands abutting thereto for the purpose of constructing, maintaining, repairing, replacing, operating or removing said line or conduits and appurtenances thereto, upon, over and across the lands described to wit:

Panola County Road and Bridge Department Precinct #4 Pit located on Panola County Road #444

The undersigned agree that all poles, conduits, wires and other facilities installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.


All minerals of all and every kind and character whatever in any wise appurtenant to the lands described herein are excepted from this grant; and said right-of-way in whole or in part granted herein shall never be fenced by Grantee. In the event said transmission or distribution line be abandoned after construction or cease to be used for the transmission or distribution and conveyance of electric power, the right-of-way and easement granted herein shall cease and terminate and revert to the Grantor or successors in title.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens; of whatsoever character, except those held by the following persons:

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 14th day of December, in the year 2009.

Signed, sealed and delivered in the presence of:

 (L. S.)
David L. Anderson, County Judge

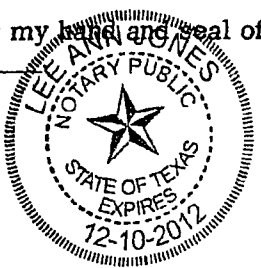
(L. S.)

(Notary Acknowledgments on Reverse Side)

STATE OF TEXAS
COUNTY OF PANOLA
PARISH _____

Before me, the undersigned authority, on this day personally appeared County
Judge David L. Anderson, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of December,
in the year 2009



Lee Ann Jones
Notary Public, Panola County,
Parish,

STATE OF _____
COUNTY OF _____
PARISH _____

Before me, the undersigned authority, on this day personally appeared _____
_____, wife of _____, known
to me to be the person whose name is subscribed to the foregoing instrument, and
having been examined by me privily and apart from her husband and having the same
by me fully explained to her, she, the said _____,
acknowledged such instrument to be her act and deed and declared that she had willingly
signed the same for the purposes and consideration therein expressed and that she did
not wish to retract it.

Given under my hand and seal of office this _____ day of _____,
in the year _____.

Notary Public, _____ County,
Parish,

WHEREAS, the Panola County Commissioners' Court, at a Regular Session of the Court on February 13, 2006 voted to approve a contract for an architect to prepare plans for a new Panola County Detention Center; and

WHEREAS, the Court voted to limit project costs at 9 million for such construction; and

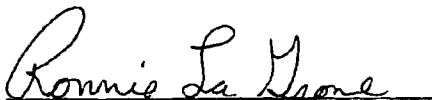
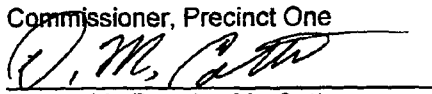
WHEREAS, the Panola County Detention Center is complete with a Certificate of Substantial Completion being executed and approved by this Court at its Special Session on July 27, 2009; and

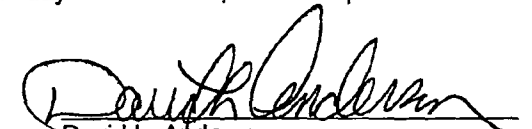
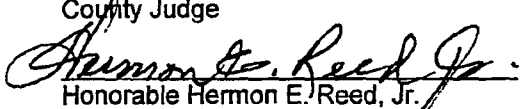

WHEREAS, the construction costs of the Panola County Detention Center were less than the estimated project costs leaving a balance in the designated Jail Construction Reserve Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Panola County Commissioners' Court as follows:


1. The Jail Construction Reserve Fund remaining balance of **FIVE HUNDRED TWENTY-THREE THOUSAND, NINE HUNDRED SEVENTY-SEVEN AND 35/100 (\$523,977.35) DOLLARS** plus other accumulated interest earnings on this balance is hereby ordered transferred to the Panola County General Fund.

APPROVED AND ADOPTED this 14th day of December, 2009 in Open Court.


Honorable Ronnie LaGrone
Commissioner, Precinct One

Honorable Douglas M. Cotton
Commissioner, Precinct Two


David L. Anderson
County Judge

Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three

Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:


Clara Jones, County Clerk



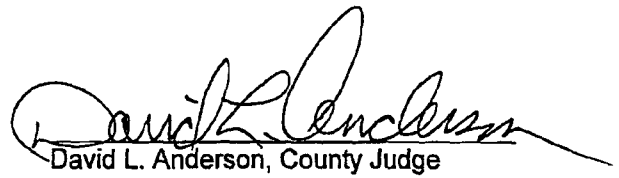
2010 MILEAGE REIMBURSEMENT SCHEDULE

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 14th day of December, 2009 do hereby adopt the following mileage reimbursement schedule for Fiscal Year 2010:

REIMBURSE AT .50 PER MILE

Said mileage reimbursement schedule is effective January 1, 2010.

ADOPTED UNANIMOUSLY this 14th day of December, 2009 in open court.


David L. Anderson, County Judge

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



JACK ELLETT
SHERIFF

PANOLA COUNTY SHERIFF'S DEPARTMENT

9/28/08

Panola County Commissioner's Court
Panola County Courthouse
Carthage, Texas 75633

Dear Sirs:

I am requesting the following vehicle be declared surplus. This vehicle is to be release to Travelers Insurance, reference Claim # C6E6243.

2006 Dodge Charger #2B3KA43H76H504890

Thank you


Jack Ellett
Sheriff

Cc. Sidney Burns

HONESTY - INTEGRITY - DEDICATION


TRAVELERS

Charles Bolf
215 Shuman Blvd.
Naperville IL 60563-7095
630-961-8695 Office
877-223-8835 Attn: CRB Fax

December 8, 2009

RE: Our Insured: Panola County
Our Claim No.: C6E6243
Date of Loss: 11/24/2009

To Whom It May Concern:

We have determined the actual cash value of your total loss vehicle from CCC, a computerized valuation service, using current market data. The actual cash value of your vehicle, including options, has been determined to be:

Actual Cash Value:	11819.00
Tax:	exempt
Fees:	75.00
Additional Equipment:	1751.04
Deductible:	(1000.00)
Total:	12645.04

In order for St. Paul Fire and Marine to comply with the salvage title law, this offer of settlement is contingent upon our receipt of the properly endorsed lien free title to the vehicle. Such title must presently be issued in the name (s) of the person (s) to whom we are obligated to make payment. Our settlement check cannot be issued until we receive the executed title from you or your lien holder(s).

We recognize it may take time for you to secure and present the title to us. We will pay reasonable tow and storage charges incurred to date.

Upon receipt of the correctly signed title and the vehicle has been moved to our salvage facility, a check will be sent to you as outlined above, less your lien holder's payoff amount if there is a lien on the vehicle.

Very truly yours,

Charles Bolf
St. Paul Fire and Marine
Total Loss Claim Handler

Cc: file

KellPro Software License and Maintenance Agreement

Please sign and return one copy to KellPro. Keep one copy for your records.

This agreement between Panola Justice of Peace #1 ("Customer") and KellPro, Inc. ("KellPro") licenses Customer to use KellPro Software and/or Imaging on the number of workstations and in the manner specified below from 1/1/2010 to 12/31/2010. KellPro agrees to provide maintenance of its software under the terms and conditions specified herein from 1/1/2010 to 12/31/2010. KellPro agrees to provide these services to Customer for consideration in the amount of \$2,475.00.

<u>Qty</u>	<u>Description</u>
1	Court System Site With 1st Station
2	Court System Additional Station

Software License

KellPro grants to Customer and Customer accepts a limited, non-transferable, non-assignable license to use KellPro Software for Customer's internal use only during the period provided herein. Use of this KellPro Software without this license is prohibited. Customer may use the Software listed on this document only on the number of stations and in the manner designated herein. Customer shall not copy, distribute, rent, lease, loan, or transfer the Software. Customer shall not, nor shall permit any third party to, translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software. All patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of KellPro, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. Customer will not take any action that jeopardizes KellPro's proprietary rights, nor does Customer acquire any right in the Software. KellPro does not warrant that the operation of the Software will be uninterrupted or error free. Neither KellPro nor its employees will be liable for any incidental or consequential economic damages including, but not limited to, loss of anticipated income, loss of profits, or loss of data caused by the Software or its components. KellPro makes no expressed or implied warranties with respect to this Software, including, but not limited to, the implied warranties of merchantability and fitness-for-a-particular-purpose or use by Customer. KellPro does not guarantee the renewal of this license at the end of the period specified herein.

Support

Customer shall receive free telephone technical support to resolve problems with KellPro Software during normal KellPro business hours from 8:00 A.M. to 5:00 P.M., Central Standard Time. Telephone technical support requested outside of normal business hours shall be billable to Customer at KellPro's then current after-hours support rate. If attempts to resolve a KellPro software problem have failed on-line and over the phone, Customer shall receive free on-site support for KellPro Software if Customer has functional and KellPro-compatible remote control access software, and if KellPro shall have sold and installed Customer's hardware and network. If Customer has incompatible remote control access software or if KellPro does not maintain Customer's hardware, any on-site support for Customer will be billable at KellPro's then current rates.

Requesting Enhancements

Customer shall be a member of any KellPro Software Users Group established for the Software System(s) licensed by Customer. Customer shall submit enhancement requests to the KellPro Software Users Group who will approve and prioritize all such requests for future development. If Customer desires an enhancement that is not approved or highly prioritized by the Users Group, Customer may submit such requests to KellPro for development at then current development rates. All title, intellectual property, ownership, and distribution rights to any enhancement shall vest solely and exclusively in KellPro. Customer's sole interest in any enhancement is a limited license to use the enhancement subject to the terms of this agreement.

Enhancements

KellPro may provide periodic updates to the Software System. Such updates may include report form or procedure modifications, minor legislative and administrative enactments, repairs to known system errors, or other software enhancements approved by the respective KellPro Software Users Group ("Users Group"). KellPro shall not charge for the portion of an update attributable to the repair of a known system error created by KellPro. The term "system error" shall not include any inability of KellPro Software to interface with any third party software or any hardware device. KellPro reserves the right to determine what other updates and related services, such as training and/or conversions, shall be billable to Customer and those that shall be provided at no extra charge. Any such charges will be billable at KellPro's then current standard rates.

KellPro may provide upgrades for the Software System. Upgrades shall include, but shall not be limited to, any change in the operating system platform on which the Software System functions or any change in the underlying development platform used to design the

Software System. KellPro reserves the right to determine what upgrades and related services, such as training and/or conversions, shall be billable to Customer and those that shall be provided at no extra charge. Any such charges will be billable at KellPro's then current standard rates.

Training

KellPro may schedule annual training seminars on KellPro Software Systems. Customer shall be invited to attend applicable annual training seminars offered by KellPro. Additional training is available to Customer at KellPro's then current standard rates.

Replacement and Conversion

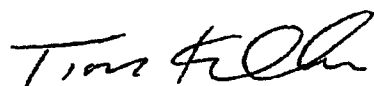
Should Customer replace a KellPro Software System with software from another vendor, KellPro will provide Customer's data in an industry standard format to the Customer for the purpose of converting such data into the third party software system. The term "Data" shall not include any right or access to any source code or operating procedures within the KellPro Software System. Any services or consultations related to replacement or conversion, including the provision of data in industry standard format mentioned above, are billable to Customer at KellPro's then current rates.

Exclusions

This License and Maintenance Agreement shall not cover software or operating systems written by other vendors or manufacturers. KellPro is not responsible for supporting non-KellPro software regardless of where it was purchased or who installed it. This Agreement does not cover any configuration or maintenance of the computer equipment or network on which the KellPro software is running.

Entire Agreement

This Agreement represents the final and complete agreement between KellPro and Customer.

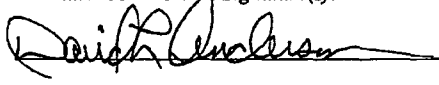


Tim Keller
President, KellPro, Inc.
Date: December 04, 2009



Nathan D. McCann
CEO, KellPro, Inc.
Date: December 04, 2009

Customer's Authorized Signature(s):

 Date: 12-14-09

Date: _____

Date: _____

Date: _____

KellPro Software License and Maintenance Agreement

Please sign and return one copy to KellPro. Keep one copy for your records.

This agreement between Panola Justice of Peace #2 ("Customer") and KellPro, Inc. ("KellPro") licenses Customer to use KellPro Software and/or Imaging on the number of workstations and in the manner specified below from 1/1/2010 to 12/31/2010. KellPro agrees to provide maintenance of its software under the terms and conditions specified herein from 1/1/2010 to 12/31/2010. KellPro agrees to provide these services to Customer for consideration in the amount of \$2,475.00.

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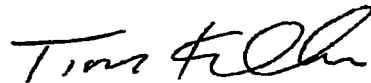
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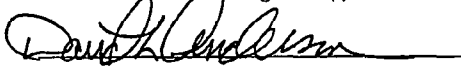


*Tim Keller
President, KellPro, Inc.
Date: December 04, 2009*



*Nathan D. McCann
CEO, KellPro, Inc.
Date: December 04, 2009*

Customer's Authorized Signature(s):

 Date: 12-14-09

Date: _____

Date: _____

Date: _____

PERSONNEL CHANGE REQUEST

Name: DAVID COLE

Department: ROB. PET #2

Position: MECHANIC

New Position
(if applicable): _____

Current wage or salary

\$ 15.54
xx

New wage or salary

\$ 16.98
xx

Effective date of change

12/15/09

D. M. Pet

Elected Official/Department Head
Signature

12-14-09

Date Signed



December 10, 2009

Re: Pipeline Easement in Panola County, Texas across 43.2 acres, more or less, situated in the Harrison Davis Survey, Abstract No. 157, and being the same land described in a Sherriff's Deed dated June 6, 1991 from Jack Ellett, Sherriff of Panola County, Texas to Panola County and Carthage Independent School District, and recorded in Book 880, Page 747, of the Official Public Records of Panola County, Texas.

Panola County, Texas
c/o Judge David Anderson

To the Honorable Judge David Anderson,

Marlin Midstream, LLC has asked that I contact you in request of a Right of Way and Easement across the above said property. Marlin Midstream is paying \$100.00 per rod for the Right of Way and Easement, plus \$60.00 per rod for damages. There is little marketable timber and no crops within the Right of Way and Easement being sought. The \$60.00 per rod for damages represents an inflated value and has been offered in good faith.

Please review the Easement and Right of Way Agreement included within this packet and execute as directed below.

Please note that Carthage ISD holds an interest in the above said property and compensation will be divided and paid out in correlation with the interest owned by both Panola County and Carthage ISD.

Please sign the original copy of the Right-of-Way Agreement, (the one that is not stamped COPY), on page three (3), and notarize page four (4). The document that is stamped (COPY) is yours to keep for your records.

Thank you for your consideration, cooperation, and assistance in this matter.

Sincerely,

Jerry Hodge
Petroleum Landman
Marlin Midstream, LLC
121 S. Shelby
Carthage, TX 75633
903.649.1929 Cell
903.693.8602 Off
903.693.8603 Fax
jhodge@marlinmidstream.com

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS *
 * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PANOLA *

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

That the undersigned, (whether one or more), herein called Grantor, for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto **MARLIN MIDSTREAM, LLC**, herein called GRANTEE, 3010 Briarpark, Suite 550, Houston, Texas 77042, and its successors and assigns, an easement and right-of-way for the purposes of laying, constructing, maintaining, operating, altering, repairing, replacing, changing the size of and removing one (1) pipeline only within the same right-of-way, with all necessary and convenient valves, connections, fittings and appurtenances for the transportation of oil, gas petroleum products or any other liquids, gases or substances which can be transported through a pipeline, and erecting, maintaining and removing cathodic protection equipment, on, over, under, through and across a strip of land thirty feet (30') in width along a route approximately as shown on Exhibit "A" attached hereto and made a part hereof across the land described below, to wit:

Being 43.2 acres of land, more or less, situated in the Harrison Davis Survey, Abstract No. 157, Panola County, Texas, and being the same land described as all of a 50 acre tract, more or less, described in a Warranty Deed dated November 20, 1899 from Jeff Brooks, et ux Rosa Brooks to Nelson Washington, and recorded in Book 24, Page, 329, SAVE AND EXCEPT 1.8 acres of land, more or less, described in a Trustee's Deed dated April 3, 1984 from Charles R. Dendy, Substitute Trustee to United Built Homes, Inc. and recorded in Book 753, Page 615, SAVE AND EXCEPT 1.0 acres of land, more or less, described in a Deed dated November 12, 1976 from M.C. Washington, et al to Billy Jean Wilson and recorded in Book 610, Page 332, SAVE AND EXCEPT 4.0 acres of land, more or less described in a Warranty Deed dated November 10, 1972 from Eddie Washington and Nettie McDaniel to Latness Lockett, et ux Pearline Lockett and recorded in Book 557, Page 197, of the Official Public Records of Panola County, Texas; and being the same land described in a Cause #1989-A-56, styled Panola County, Texas and Carthage Independent School District vs. The Unknown Heirs of the Susan Washington Estate, in the District Court of Panola County, Texas, and being the same land described in a Sheriff's Deed dated June 6, 1991 from Jack Ellett, Sheriff of Panola County, Texas to Panola County and Carthage Independent School District, and recorded in Book 880, Page 747, of the Official Public Record of Panola County, Texas.

TO HAVE AND TO HOLD unto said Marlin Midstream, LLC, its successors and assigns, such easement and right-of-way to be for the purposes granted herein for as long as a pipeline is operated and maintained thereon by Grantee, its successors and assigns.

This Easement and Right-of-Way Agreement is made subject to the following terms and conditions:

- (1) Grantor recognizes that, due to engineering and construction constraints, the final location of the initial pipeline may differ somewhat from the path shown on Exhibit "A".

In this connection, Grantor hereby authorizes Grantee, following completion of the pipeline, to substitute a new Exhibit "A" which correctly describes the location of the pipeline if due to engineering and construction constraints the pipeline deviates from the right of way easement.

- (2) Grantee shall have the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including, without limitation, the free right of ingress and egress over and across the above-described lands to and from said easement and right-of-way.
- (3) Grantor may continue to use the surface of the easement and right-of-way conveyed hereby for all agricultural purposes, pasturage or other similar purposes; provided, however, Grantor shall not construct, or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions upon the easement and right-of-way which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipeline. Grantee agrees to an exception to Grantor's existing structures such as lakes, roads, and fences, etc., from the above stated Grantor restrictions.
- (4) During construction, maintenance or removal of a pipeline hereunder, Grantee may use a strip of land thirty feet (30') in width, which shall remain a thirty-foot (30') permanent easement and right-of-way strip for operation of the pipeline. At locations such as roads, streams, lakes, ditches, bore point locations, or specific areas that require more difficult installation procedures, Grantee shall have up to an additional twenty feet (20') of space where required during construction of a pipeline for such installation procedures.
- (5) Grantee shall install proper bracing for crossing of all fences, leaving said bracing after construction, and shall repair any damaged fences to as near its original condition as is reasonably practical. If there are gates or roadways now existing along the right-of-way route, Grantee shall have the right to reasonable use of such existing gates and roadways in the exercise of all rights conferred herein. Grantor understands that existing roadways will need to be used by Grantee during the construction, and maintenance of the pipeline.
- (6) Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on said easement and right-of-way that may endanger or interfere with the construction, operation and maintenance of the pipeline or appurtenances to said pipeline.
- (7) Grantor hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.
- (8) Grantee agrees to bury its pipeline so as to have a minimum of thirty-six inches (36") of ground cover, except if solid rock is encountered, in which case the minimum cover shall be eighteen inches (18") through the affected area. Grantee agrees to bore underneath Grantor's road, lake, and creeks along the pipeline route during construction. Grantee agrees to take the responsibility of notifying all existing utility entities along the pipeline route before construction, including, but not limited to, notifying existing pipeline entities.
- (9) This instrument may be executed in counterparts and each Grantor shall receive payment hereunder in such proportion as his respective interest bears to the entire fee simple title.
- (10) Once the pipeline has been installed, the abandonment of the pipeline constructed hereunder for a period of twenty-four (24) consecutive months shall cause this easement and right-of-way to terminate and be of no further force and effect. In such event, upon written request, Grantee shall furnish a recordable release to Grantor; provided, however, that Grantee may, within six (6) months after receipt of the request for a recordable release, remove in whole or in part the pipeline and appurtenances, or

may abandon all or part of said pipeline and appurtenances in place and such abandoned facilities shall become the property of Grantor. Grantor and Grantee agree that if there is no need to remove the pipeline after abandonment then it may stay in the ground and not be removed unless Grantee determines that it is necessary to remove the pipeline from the ground.

(11) It is further understood and agreed that the consideration paid for this servitude and right-of-way is also full, complete and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences and improvements on, over and across the premises occasioned by the construction of the initial pipeline installed hereunder and for the enjoyment and use by Grantee of its rights hereunder and Grantor hereby covenants that any and all claims that he has or may have because of the Grantee's construction operations on the initial pipeline installed on said right-of-way have been paid and satisfied in full.

(12) This instrument covers all of the agreements and stipulations between the parties and no representations or statements have been made that modify, add to or change the terms of this agreement.

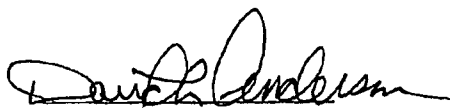
(13) Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property, which are caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance of the pipeline.

(14) This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(15) Notwithstanding anything contained herein to the contrary, nothing contained in this Easement and Right of Way Agreement shall be construed to diminish any rights granted by any Oil and Gas Lease in effect as of the date hereof covering said tract.

IN TESTIMONY WHEREOF the Grantor herein has executed this instrument this 14 day of December, 2009.

GRANTOR:



By:
Title:
Panola County, Texas

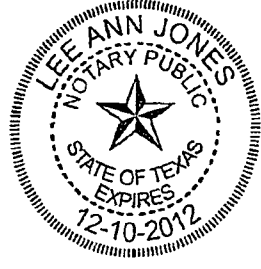
By: _____
Title:
Carthage Independent School
District

ACKNOWLEDGEMENTS

THE STATE OF Texas
COUNTY OF Panola

BEFORE ME, the undersigned authority, on this day personally appeared David L. Anderson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of December, 2009.



Lee Ann Jones
Notary Public in and for the State of Texas
My Commission Expires: 12-10-2012

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2009.

Notary Public in and for the State of _____
My Commission Expires: _____

