

FILED FOR RECORD
IN MY OFFICE
AT 2:50 O'CLOCK P. M.

JAN 06 2011

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Clarissa 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 10TH DAY OF JANUARY, 2011, 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 approve and record the resignation of Sijon Chhor as a Truck Driver with the Panola County Road and Bridge Department, Precinct #3, effective January 3, 2011.

ROAD & BRIDGE

- a. None.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of December, 2010.
- b. To record Statement of Officer and Oath of Office forms for Panola County Court at Law Judge Terry D. Bailey, Panola County Criminal District Attorney Danny Buck Davidson, Panola County District Clerk Debra Johnson, Panola County Clerk Clara Jones, Panola County Treasurer Gloria Portman, Panola County Commissioner, Precinct #2, John Gradberg, Panola County Commissioner, Precinct #4, Dale LaGrone, Panola County Justice of the Peace, Precincts #1 and #4, David Gray, Panola County Surveyor Don Austin, Panola County Judge David L. Anderson, Panola County Chief Deputy District Clerk Beth Hall, Panola County Deputy District Clerk Jean Smith, Panola County Deputy District Clerk LaWanda Williams, Panola County Deputy District Clerk Sherry Tribbey, Panola County Deputy District Clerk Lindsey Smith, Panola County Deputy County Clerk Teresa Cord, Panola County Deputy County Clerk LaVona White, and Panola County Deputy County Clerk Quimbly Woodfin.
- c. To approve and record Official Bond and Oath of Panola County Assistant County Treasurer Mickie Gradberg.
- d. To record Statement of Officer and Oath of Office forms for Panola County Emergency Services District #1 Commissioner Frank Langley.
- e. To approve and record Official Bond and Oath of Ex Officio Road Commissioner, Precinct #2 and Panola County Commissioner, Precinct #2 John Gradberg.
- f. To approve and record Official Bond and Oath of Panola County District Clerk Debra Johnson.
- g. To record Statement of Officer and Oath of Office forms for Panola County Airport - Sharpe Field Advisory Board Member Mark Thompson.
- h. To authorize the County Auditor to advertise for sealed proposals for an Automated Ad Valorem Tax Collection System for the Panola County Tax Assessor-Collector's Office. Request for Proposals available in the Panola County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Proposals will be opened at 9:00 o'clock a.m. at a Regular Session of the Commissioners' Court scheduled for February 14, 2011.
- i. To approve and record Panola County Criminal District Attorney Federal Forfeiture Budget for Fiscal Year 2011.
- j. To approve and record Panola county Constable, Precincts #1 and #4 State and Federal Forfeiture Funds Budget for Fiscal Year 2011.

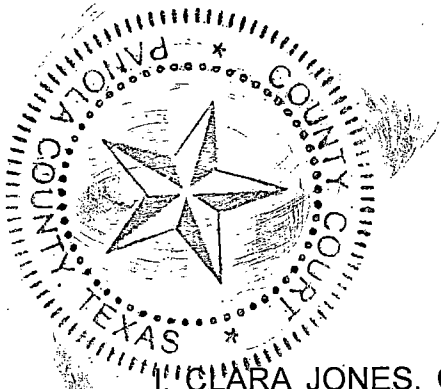
- k. To approve and record Panola County Constable, Precincts #2 and #3 State and Federal Forfeiture Funds Budget for Fiscal Year 2011.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff's Department Deputy Sheriff Kenneth Edgmon; Panola County Judge's Administrative Assistant Lee Ann Jones; and Panola County Judge David Anderson (3).
5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
6. To discuss and act upon approving the transfer of Leon Carpenter, a Truck Driver with the Panola County Road and Bridge Department, Precinct #1, to Truck Driver with the Panola County Road and Bridge Department, Precinct #2 effective January 3, 2011; and to discuss and act upon approving an increase in salary to \$11.86 per hour for Leon Carpenter effective January 11, 2011.
7. To discuss and act upon approving a Local Prosecuting Agreement Contract between Texas Health and Human Services Commission Office of Inspector General and Panola County Criminal District Attorney Danny Buck Davidson.
8. To discuss and act upon approving an increase to \$14.45 per hour for Michael Cureton, an Operator with the Panola County Road and Bridge Department, Precinct #1, effective January 11, 2011.
9. To discuss and act upon approving an Acknowledgment of Receipt of Company Warranty and Agreement to Customer Consent - Machine Monitoring Systems between Komatsu and Panola County for a 2011 motorgrader.
10. To discuss and act upon approving an increase to \$14.45 per hour for James Schuchardt, an Operator with the Panola County Road and Bridge Department, Precinct #1, effective January 11, 2011.
11. To discuss and act upon employing Sidney Shelton as a Truck Driver for the Panola County Road and Bridge Department, Precinct #1, effective upon successful completion of drug test and physical at the rate of \$11.52 per hour.
12. To discuss and act upon authorizing the purchase of one (1) dump truck through HGAC for the Panola County Road and Bridge Department, Precinct #2.
13. To discuss and act upon employing Christopher Lynn Willie as a Truck Driver for the Panola County Road and Bridge Department, Precinct #3, effective upon successful completion of drug test and physical at the rate of \$11.52 per hour.
14. To appoint persons to two (2) year terms on the Panola County Historical Commission.

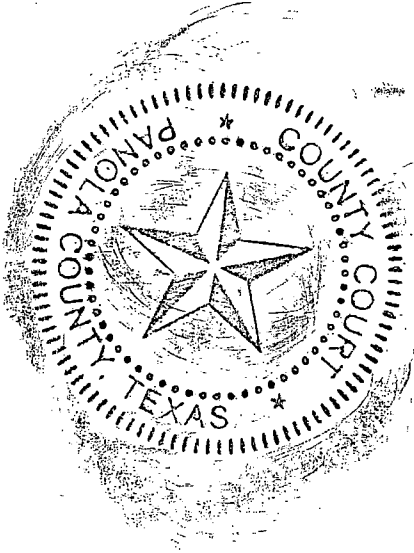
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 6TH DAY
OF JANUARY, 2011 AT 2:50 O'CLOCK P.M.



Clara Jones
CLARA JONES, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, 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 6TH DAY OF JANUARY, 2011 AT 2:50 O'CLOCK P.M.



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

FILED FOR RECORD
IN MY OFFICE

AT 4:05 O'CLOCK P. M.

FEB 14 2011

CLARA JONES
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Clara Jones DEPUTY

The State of Texas
The County of Panola

On this the 10th day of January A.D. 2011, 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
Ronnie LaGrone
John Gradberg
Hermon E. Reed, Jr.
Dale LaGrone

County Judge
Commissioner, Precinct #1
Commissioner, Precinct #2
Commissioner, Precinct #3
Commissioner, Precinct #4

with 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 COMMENTS:

There were no comments from the citizens in attendance.

2. COMMISSIONERS' REPORTS:

There were no Commissioners' Reports.

3. COUNTY JUDGE'S REPORT:

Judge Anderson welcomed Commissioner John Gradberg to the Commissioners' Court.

4. CONSENT ITEMS:

PERSONNEL

- a. To approve and record the resignation of Sijon Chhor as a Truck Driver with the Panola County Road and Bridge Department, Precinct #3, effective January 3, 2011.

ROAD & BRIDGE

- a. None.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of December, 2010.
- b. To record Statement of Officer and Oath of Office forms for Panola County Court at Law Judge Terry D. Bailey, Panola County Criminal District Attorney Danny Buck Davidson, Panola County District Clerk Debra Johnson, Panola

County Commissioner, Precinct #2, John Gradberg, Panola County Commissioner, Precinct #4, Dale LaGrone, Panola County Justice of the Peace, Precincts #1 and #4, David Gray, Panola County Surveyor Don Austin, Panola County Judge David L. Anderson, Panola County Chief Deputy District Clerk Beth Hall, Panola County Deputy District Clerk Jean Smith, Panola County Deputy District Clerk LaWanda Williams, Panola County Deputy District Clerk Sherry Tribbey, Panola County Deputy District Clerk Lindsey Smith, Panola County Deputy County Clerk Teresa Cord, Panola County Deputy County Clerk LaVona White, and Panola County Deputy County Clerk Quimbly Woodfin.

- c. To approve and record Official Bond and Oath of Panola County Assistant County Treasurer Mickie Gradberg.
- d. To record Statement of Officer and Oath of Office forms for Panola County Emergency Services District #1 Commissioner Frank Langley.
- e. To approve and record Official Bond and Oath of Ex Officio Road Commissioner, Precinct #2 and Panola County Commissioner, Precinct #2 John Gradberg.
- f. To approve and record Official Bond and Oath of Panola County District Clerk Debra Johnson.
- g. To record Statement of Officer and Oath of Office forms for Panola County Airport - Sharpe Field Advisory Board Member Mark Thompson.
- h. To authorize the County Auditor to advertise for sealed proposals for an Automated Ad Valorem Tax Collection System for the Panola County Tax Assessor-Collector's Office. Request for Proposals available in the Panola County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Proposals will be opened at 9:00 o'clock a.m. at a Regular Session of the Commissioners' Court scheduled for February 14, 2011.
- i. To approve and record Panola County Criminal District Attorney Federal Forfeiture Budget for Fiscal Year 2011.
- j. To approve and record Panola county Constable, Precincts #1 and #4 State and Federal Forfeiture Funds Budget for Fiscal Year 2011
- k. To approve and record Panola County Constable, Precincts #2 and #3 State and Federal Forfeiture Funds Budget for Fiscal Year 2011.

REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff's Department Deputy Sheriff Kenneth Edgmon; Panola County Judge's Administrative Assistant Lee Ann Jones; and Panola County Judge David Anderson (3).

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, LETTER, AND/OR BOND IS ATTACHED TO AND MADE A PART OF THE MINUTES.

- 5. Commissioner Hermon Reed moved and Commissioner Dale 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 Hermon Reed seconded the motion to approve the transfer of Leon Carpenter, a Truck Driver with the Panola County Road and Bridge Department, Precinct #1, to Truck Driver with the Panola County Road and Bridge Department, Precinct #2 effective January 3, 2011; and to discuss and act upon approving an increase in salary to \$11.86 per hour for Leon Carpenter effective January 11, 2011. The motion passed unanimously.

7. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to approve a Local Prosecuting Agreement Contract between Texas Health and Human Services Commission Office of Inspector General and Panola County Criminal District Attorney Danny Buck Davidson. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.

8. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve an increase to \$14.45 per hour for Michael Cureton, an Operator with the Panola County Road and Bridge Department, Precinct #1, effective January 11, 2011. The motion passed unanimously.

9. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve an Acknowledgment of Receipt of Company Warranty and Agreement to Customer Consent- Machine Monitoring Systems between Komatsu and Panola County for a 2011 motorgrader. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

10. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to approve an increase to \$14.45 per hour for James Schuchardt, an Operator with the Panola County Road and Bridge Department, Precinct #1, effective January 11, 2011. The motion passed unanimously.

11. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to employ Sidney Shelton as a Truck Driver for the Panola County Road and Bridge Department, Precinct #1, effective upon successful completion of drug test and physical at the rate of \$11.52 per hour. The motion passed unanimously.

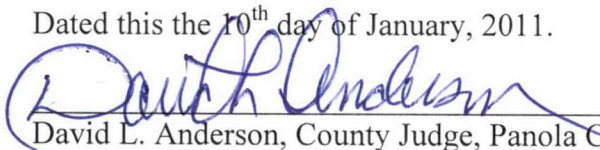
12. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to authorize the purchase of one (1) dump truck through HGAC for the Panola County Road and Bridge Department, Precinct #2. The motion passed unanimously.

13. Commissioner Hermon Reed moved and Commissioner Dale LaGrone seconded the motion to employ Christopher Lynn Willie as a Truck Driver for the Panola County Road and Bridge Department, Precinct #3, effective upon successful completion of drug test and physical at the rate of \$11.52 per hour. The motion passed unanimously.

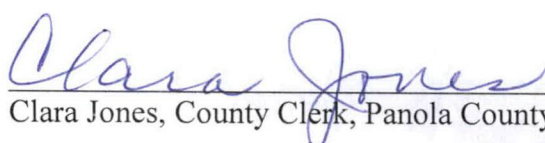
14. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to appoint persons to two (2) year terms on the Panola County Historical Commission. The motion passed unanimously. SEE COPY OF LIST ATTACHED.

The meeting was then adjourned.

Dated this the 10th day of January, 2011.


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

ATTEST:


Clara Jones, County Clerk, Panola County, Texas



VOL.

74 PAGE

8

1-10-11

Commissioners' Court Meeting

(1)
(2)
(3)

Jim Young

Gilda

Ken McMill

Bucky Barlow

CONSENT ITEMS

Form #2201 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, TERRY D. BAILEY, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Court at Law Judge

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/16/2010

Terry D. Bailey

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, TERRY D. BAILEY, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of COUNTY COURT AT LAW JUDGE of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.


 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.
 (seal)


 Notary Public Signature

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DANNY BUCK DAVIDSON, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

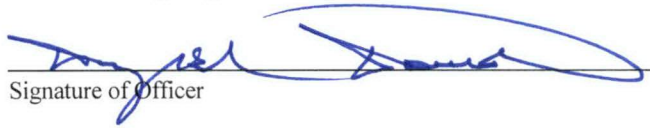
Position to Which Elected/Appointed: Criminal District Attorney

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-14-10


Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
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 Statutory Documents Section
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 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, DANNY BUCK DAVIDSON, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of CRIMINAL DISTRICT ATTORNEY of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.


 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)


 Notary Public Signature

Form #2201 Rev. 06/2009

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Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DEBRA JOHNSON, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/13/10

Debra Johnson

Signature of Officer

Form #2204 Rev. 06/2009

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 Statutory Documents Section
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 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, DEBRA JOHNSON, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DISTRICT CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Debra Johnson
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, CLARA JONES, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-13-10

Clara Jones
Signature of Officer

Form #2204 Rev. 06/2009

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SECRETARY OF STATE
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 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, CLARA JONES, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Clara Jones
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, GLORIA PORTMAN, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12-6-10

A handwritten signature in cursive script, appearing to read "Gloria Portman", written over a horizontal line.

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, GLORIA PORTMAN, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY TREASURER of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Gloria Portman

 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]

 Notary Public Signature

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, JOHN GRADBERG, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Commissioner, Precinct #2

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12-6-10

John W. Gradberg

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
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Austin, TX 78711-3550
512-475-0775
512-475-2815 - Fax
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, JOHN GRADBERG, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of PANOLA COUNTY COMMISSIONER, PRECINCT #2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

John Gradberg
Signature of Officer

State of Texas)
County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
Notary Public Signature

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DALE LAGRONE, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.


Position to Which Elected/Appointed: County Commissioner, Precinct #4

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-6-10


Signature of Officer

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512-475-2815 - Fax
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, DALE LAGRONE, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of PANOLA COUNTY COMMISSIONER, PRECINCT #4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

A handwritten signature in blue ink, appearing to read "Dale Lagrone", written over a horizontal line.

Signature of Officer

State of Texas)
County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

A handwritten signature in blue ink, written over a horizontal line.
Notary Public Signature

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Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DAVID GRAY, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Justice of the Peace, Precincts #1 and #4

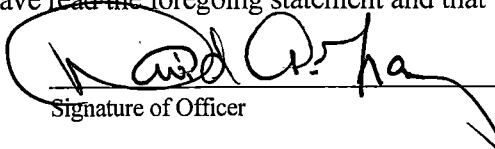
City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12-19-2010


Signature of Officer

Form #2204 Rev. 06/2009


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Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-475-0775
512-475-2815 - Fax
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, DAVID GRAY, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of PANOLA COUNTY JUSTICE OF THE PEACE, PRECINCTS #1 & #4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.


Signature of Officer

State of Texas)
County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)


Notary Public Signature

Form #2201 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DON AUSTIN, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Surveyor

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-13-10


Signature of Officer

Form #2204 Rev. 06/2009

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 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, DON AUSTIN, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY SURVEYOR of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Don Austin
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

Form #2201 Rev. 06/2009

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, DAVID L. ANDERSON, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Judge

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12-9-10

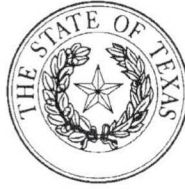
David L. Anderson

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, DAVID L. ANDERSON, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of PANOLA COUNTY JUDGE of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

David L. Anderson
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

Form #2201 Rev. 06/2009

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, BETH HALL, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Chief Deputy District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/8/2010

Beth Hall

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, BETH HALL, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of PANOLA COUNTY CHIEF DEPUTY DISTRICT CLERK of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

A handwritten signature in blue ink that reads "Beth Hall".

Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

 A handwritten signature in blue ink, likely belonging to the Notary Public, written over a horizontal line.

Notary Public Signature

Form #2201 Rev. 06/2009

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, JEAN SMITH, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/07/10

Jean Alice Smith
Signature of Officer

Form #2204 Rev. 06/2009

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Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-475-0775
512-475-2815 - Fax
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, JEAN SMITH, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of PANOLA COUNTY DEPUTY DISTRICT CLERK of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Jean Alice Smith

Signature of Officer

State of Texas)
County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]

Notary Public Signature

Form #2201 Rev. 06/2009

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, LAWANDA WILLIAMS, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12.7.10

Lawanda Williams
Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
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 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, LAWANDA WILLIAMS, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY DISTRICT CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Lawanda Williams
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.
 (seal)

[Signature]
 Notary Public Signature

Form #2201 Rev. 06/2009

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, SHERRY TRIBBEY, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12-7-2010

Sherry L. Tribbey
Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
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 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, SHERRY TRIBBEY, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY DISTRICT CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Sherry L. Tribbey
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

Form #2201 Rev. 06/2009

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Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, LINDSEY SMITH, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy District Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-7-10

Lindsey Smith
Signature of Officer

Form #2204 Rev. 06/2009

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 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, LINDSEY SMITH, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY DISTRICT CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Lindsey Smith
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature

Submit to:
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Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, TERESA CORD, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/13/10

Teresa L Cord

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, TERESA CORD, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY COUNTY CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

A handwritten signature in blue ink, reading "Teresa Cord", written over a horizontal line.

Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

 A handwritten signature in blue ink, written over a horizontal line.

Notary Public Signature

Form #2201 Rev. 06/2009

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512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, LAVONA WHITE, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12.13.10

Lavona White

Signature of Officer

Form #2204 Rev. 06/2009

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Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, LAVONA WHITE, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY COUNTY CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

A handwritten signature in blue ink that reads "Lavona White".

Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

 A handwritten signature in blue ink, likely belonging to the Notary Public.

Notary Public Signature

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512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, QUIMBLY WOODFIN, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Deputy County Clerk

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

12/13/10

Quimby D. Woodfin
Signature of Officer

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 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, QUIMBLY WOODFIN, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of PANOLA COUNTY DEPUTY COUNTY CLERK of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Quimby D. Woodfin
 Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 31st day of December, 20 10.

(seal)

[Signature]
 Notary Public Signature



OFFICIAL BOND AND OATH

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

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: **6735631**

That we, MICKIE GRADBERG, of PO Box 176 Beckville, TX 75631
as Principal, and, AMERICAN STATES INSURANCE COMPANY
a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Panola County Treasurer
and/or his/her successors in the
penal sum of Twenty-five Thousand Dollars And Zero Cents (\$ 25,000.00),
for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 27th day of September, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 27th day of September, 2010, duly appointed
(elected/appointed) to the office of Assistant County Treasurer in and for
Panola County in the State of Texas, for a term commencing on the 27th day of September,
2010 and ending September 27, 2011.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer,
and shall (conditions) faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an
account of all funds received to the commissioners court at each regular term of the court.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

MICKIE GRADBERG

BY: Mickie Gradberg
Principal

AMERICAN STATES INSURANCE COMPANY

Surety

Countersigned

BY: _____
Texas Resident Agent

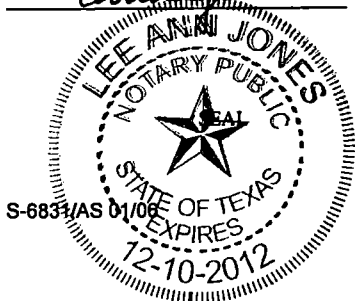
BY: Scott Thomas

Attorney-in-Fact SCOTT THOMAS

THE STATE OF TEXAS

County of Panola } ss

Before me, Lee Ann Jones, on this day, personally appeared, MICKIE GRADBERG
, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to
me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at
Carthage, Texas, this the 28th day of December, 2010.



Lee Ann Jones
Notary Public
Panola County, Texas

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, Mickie Gradberg, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Asst. Co. Treasurer of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Mickie Gradberg

Sworn to and subscribed before me, at, Carthage Texas, this 28th day of December, 2010.

SEAL

Notary Public

Panola County, Texas

THE STATE OF TEXAS
County of Panola } ss

The foregoing bond of Mickie Gradberg as Assistant County Treasurer in and for Panola County and State of Texas, this day approved in open Commissioner's Court.

A TEST:

Clara Jones Clerk
County Court Panola County

Date: 12-10-11
David Anderson County Judge,
Panola County, Texas

THE STATE OF TEXAS
County of _____

I, _____ County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy Clerk
County Court _____ County



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

ACKNOWLEDGMENT BY SURETY

STATE OF Texas }
County of Panola } ss.

On this 28th day of December, 2010, before me personally
appeared SCOTT THOMAS, known to, me to be the Attorney-in-Fact of
AMERICAN STATES INSURANCE COMPANY

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Lee Ann Jones
Notary Public in the State of Texas
County of Panola

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may call Liberty Mutual Surety's toll-free telephone number for information or to make a complaint at:

1-888-844-2663

3 You may also write to Liberty Mutual Surety at:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

5 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar gratis a Liberty Mutual Surety's para obtener información o para registrar una queja al número

1-888-844-2663

Usted también puede escribir a Liberty Mutual Surety:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso

es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY**

That **AMERICAN STATES INSURANCE COMPANY**, an Indiana corporation, does hereby appoint

*****SCOTT THOMAS*****

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:

Surety Bond Number: **6735631**

Principal: MICKIE GRADBERG

Bond Amount: Twenty-five Thousand Dollars And Zero Cents

DOLLARS (\$ 25,000.00)

, and to bind **AMERICAN STATES INSURANCE COMPANY** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of American States Insurance Company, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of September, 2010.



AMERICAN STATES INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

CERTIFICATE

I, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of September, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-888-844-2663 between 8:00 am and 7:30 pm EST on any business day.

Form #2201 Rev. 06/2009

This space reserved for office use

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, Frank Langley, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Panola County Emergency Services District #1 Commissioners

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12-28-2010

Frank R. Langley, Jr.
Signature of Officer

Form #2204 Rev. 06/2009

This space reserved for office use

Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Frank Langley, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Panola County Emergency Services District No. 1 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Frank N. Langley, Jr.
 Signature of Officer

State of Texas
 County of Panola

Sworn to and subscribed before me this 28th day of December, 20 10.

(seal)

Lee Ann Jones
 Notary Public Signature





**Liberty
Mutual.**

OFFICIAL BOND AND OATH

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

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: **6744591**

That we, JOHN GRADBERG, of PO BOX 176 BECKVILLE, TX
75631 as Principal, and, AMERICAN STATES INSURANCE COMPANY
a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the PANOLA COUNTY JUDGE
and/or his/her successors in the
penal sum of Three Thousand Dollars And Zero Cents (\$ 3,000.00),
for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED and DATED this 1st day of January, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 1ST day of JANUARY, 2011, duly ELECTED
(elected/appointed) to the office of Ex Officio Road Commissioner Pct. 2 in and for
Panola County in the State of Texas, for a term commencing on the 1st day of January,
2011 and ending January 1, 2015.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer,
and shall (conditions) faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the
commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

JOHN GRADBERG

BY: John Gradberg
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

Countersigned
BY: _____
Texas Resident Agen.

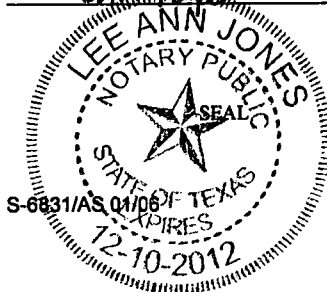


BY: Scott Thomas
Attorney-in-Fact SCOTT THOMAS

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Panola } ss

Before me, Lee Ann Jones, on this day, personally appeared, JOHN GRADBERG
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to
me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at
Carthage, Texas, this the 28th day of December, 2010.



Lee Ann Jones
Notary Public
Panola County, Texas

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

_____ County, Texas

OATH OF OFFICE

(GENERAL)

I, John Gradberg Pct#2 do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Ex-Officio Road Comm. of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed John GradbergSworn to and subscribed before me, at, Carthage Texas, this 28th day of December 2010

SEAL

Notary Public

Panola

County, Texas

THE STATE OF TEXAS

County of Panola } ss

The foregoing bond of John Gradberg as Ex-Officio Road Commissioner, Pct#2 in and for Panola County and State of Texas, this day approved in open Commissioner's Court.

A TEST:

Clara Jones Clerk
County Court Panola County

Date: 1-10-11
David L. Graham County Judge,
Panola County, Texas

THE STATE OF TEXAS

County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy

County Court _____ County

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may call Liberty Mutual Surety's toll-free telephone number for information or to make a complaint at:

1-888-844-2663

3 You may also write to Liberty Mutual Surety at:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

5 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar gratis a Liberty Mutual Surety's para obtener información o para registrar una queja al número

1-888-844-2663

Usted también puede escribir a Liberty Mutual Surety:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.



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

ACKNOWLEDGMENT BY SURETY

STATE OF Texas
County of Panola } ss.

On this 28th day of December, 2010, before me personally
appeared SCOTT THOMAS, known to, me to be the Attorney-in-Fact of
AMERICAN STATES INSURANCE COMPANY

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Lee Ann Jones
Notary Public in the State of Texas
County of Panola

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

VOL.

74 PAGE

59

That AMERICAN STATES INSURANCE COMPANY, an Indiana corporation, does hereby appoint
***** SCOTT THOMAS *****

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:

Surety Bond Number: 6744591

Principal: JOHN GRADBERG

Bond Amount: Three Thousand Dollars And Zero Cents

DOLLARS (\$ 3,000.00)

, and to bind AMERICAN STATES INSURANCE COMPANY thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Gregory W. Davenport, Vice President of American States Insurance Company, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Seattle, Washington this 2nd day of December, 2010.



AMERICAN STATES INSURANCE COMPANY

By

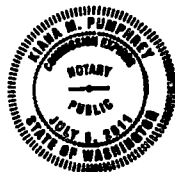
Gregory W. Davenport

Gregory W. Davenport, Vice President

STATE OF WASHINGTON ss
COUNTY OF KING

On this 2nd day of December, 2010, before me, a Notary Public, personally came Gregory W. Davenport, to me known and acknowledged that he is a Vice President; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of American States Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By

Kiana M. Pumphrey

Kiana Pumphrey, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of January, 2011.



By

David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-888-844-2663 between 8:00 am and 7:30 pm EST on any business day.



Liberty
Mutual.

OFFICIAL BOND AND OATH

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

Bond Number: **6744589**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, JOHN GRADBERG, of PO BOX 176 BECKVILLE, TX
75631 as Principal, and, AMERICAN STATES INSURANCE COMPANY
a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the PANOLA COUNTY TREASURER
and/or his/her successors in the
penal sum of Three Thousand Dollars And Zero Cents (\$ 3,000.00),
for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED and DATED this 1st day of January, 2011.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 1ST day of JANUARY, 2011, duly ELECTED
(elected/appointed) to the office of County Commissioner Pct 2 in and for
PANOLA County in the State of Texas, for a term commencing on the 1st day of January,
2011 and ending January 1, 2015.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer,
and shall (conditions) faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the
commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

JOHN GRADBERG

BY:

John Gradberg
Principal

AMERICAN STATES INSURANCE COMPANY

Surety

Countersigned

BY:

Texas Resident Agent



BY:

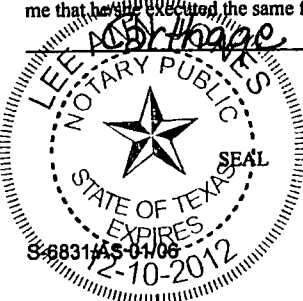
Scott Thomas
Attorney-in-Fact **SCOTT THOMAS**

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Panola } ss

Before me, Lee Ann Jones, on this day, personally appeared, JOHN GRADBERG
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, at
Panola, Texas, this the 28th day of December, 2010.



Lee Ann Jones
Panola
Notary Public
County, Texas

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas

OATH OF OFFICE
(GENERAL)

I, John Gradberg, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Co. Comm. Pct. 2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Sworn to and subscribed before me, at _____

Carthage

Texas, this 28th day of _____

Signed John Gradberg

December 2010

Lee Ann Jones

Notary Public

Panola

County, Texas

THE STATE OF TEXAS
County of Panola

The foregoing bond of John Gradberg as County Commissioner, Pct. #2 in and for Panola County and State of Texas, this day approved in open Commissioner's Court.

A TEST:

County Court

THE STATE OF TEXAS
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ -o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ -o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy

County Court _____ Clerk
County _____ County

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may call Liberty Mutual Surety's toll-free telephone number for information or to make a complaint at:

1-888-844-2663

3 You may also write to Liberty Mutual Surety at:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

5 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar gratis a Liberty Mutual Surety's para obtener información o para registrar una queja al número

1-888-844-2663

Usted también puede escribir a Liberty Mutual Surety:

1001 4th Avenue, Suite 1700
Seattle, WA 98154

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso

es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.



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

ACKNOWLEDGMENT BY SURETY

STATE OF Texas }
County of Panola } ss.

On this 28th day of December, 2010, before me personally
appeared SCOTT THOMAS, known to, me to be the Attorney-in-Fact of
AMERICAN STATES INSURANCE COMPANY

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Lee Ann Jones
Notary Public in the State of Texas
County of Panola

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

VOL. 74 PAGE 65

That **AMERICAN STATES INSURANCE COMPANY**, an Indiana corporation, does hereby appoint
***** SCOTT THOMAS *****

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company the following surety bond:

Surety Bond Number: **6744589**

Principal: **JOHN GRADBERG**

Bond Amount: Three Thousand Dollars And Zero Cents

DOLLARS (\$ 3,000.00)

, and to bind **AMERICAN STATES INSURANCE COMPANY** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Gregory W. Davenport, Vice President of American States Insurance Company, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Seattle, Washington this 2nd day of December, 2010.



AMERICAN STATES INSURANCE COMPANY

By

Gregory W. Davenport

Gregory W. Davenport, Vice President

STATE OF WASHINGTON ss
COUNTY OF KING

On this 2nd day of December, 2010, before me, a Notary Public, personally came Gregory W. Davenport, to me known and acknowledged that he is a Vice President; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of American States Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By

Kiana M. Pumphrey

Kiana Pumphrey, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of January, 2011.



By

David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-888-844-2663 between 8:00 am and 7:30 pm EST on any business day.

**Liberty Mutual Surety**

1001 4th Avenue
Suite 1700
Seattle, WA 98154

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

October 18, 2010

Bond Number: 6464731-0000

DEBRA JOHNSON
1231 FM 1970
CARTHAGE, TX 75633

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins: **January 1, 2011**

Please review the enclosed documents for accuracy. You must remit the original of the
NEW BOND and any supporting documents required to your obligee.

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent at the phone number listed above.

Again, thank you for entrusting us with your bonding needs.

Sincerely,

Surety Online™
Indianapolis Service Center

For additional information regarding Liberty Mutual insurance products, please visit
www.libertymutual.com



OFFICIAL BOND AND OATH

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

Bond Number: 6464731

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DEBRA JOHNSON, of 1231 FM 1970 CARTHAGE, TX
75633 as Principal, and, American States Insurance Company
a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the GOVERNOR OF THE STATE OF
TEXAS and/or his/her successors in the
penal sum of One Hundred Thousand Dollars And Zero Cents (\$ 100,000.00),
for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED and DATED this 1ST day of DECEMBER, 2010.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 1ST day of JANUARY, 2007, duly ELECTED
(elected/appointed) to the office of DISTRICT CLERK in and for
PANOLA County in the State of Texas, for a term commencing on the 1ST day of JANUARY,
2011 and ending JANUARY 1, 2015.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer,
and shall (conditions) faithfully perform the duties of the office.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against
this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this
bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that,
not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

DEBRA JOHNSON

BY: Debra Johnson

Principal

DEBRA JOHNSON

American States Insurance Company

Surety

Countersigned

BY: _____

Texas Resident Agent

BY: Shanell Breedlove

Attorney-in-Fact SHANELL BREEDLOVE

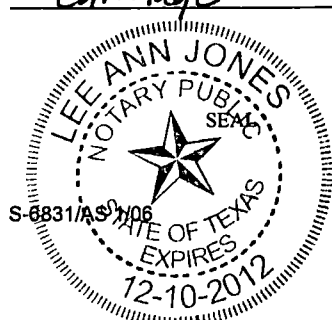
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Panola } ssBefore me, Lee Ann Jones, on this day, personally appeared, DEBRA JOHNSON

, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to

me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at

Carthage, Texas, this the 30th day of December, 2010.

Lee Ann Jones
Notary Public

Panola

County, Texas

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	\$5,000.	Governor	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*\$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - \$5,000 minimum \$500,000 maximum	County	"faithfully perform the duties of office"
Auditor	\$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than \$5,000 nor more than \$100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - \$500 minimum \$10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - \$1,000 minimum \$10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - \$5,000 minimum, \$30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - \$2,500 minimum \$100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - \$100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	\$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - \$500 minimum \$1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this _____ day of _____, _____.

SEAL

Notary Public

County, Texas**OATH OF OFFICE**

(GENERAL)

I, Debra Johnson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of District Clerk of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Debra JohnsonSworn to and subscribed before me, at, Carthage Texas, this 30th day of December, 2010.

SEAL

Notary Public

Lee Ann Jones
Panola County, Texas

THE STATE OF TEXAS

County of Panola) ss

The foregoing bond of Debra Johnson as District Clerk in and for Panola County and State of Texas, this day approved in open Commissioner's Court.

A TTEST:

Clara Jones
County Court Panola CountyDate: 1-10-11Joseph Anderson
Panola County Judge,
County, Texas

THE STATE OF TEXAS

County of _____) ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ -o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ -o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy

County Court _____ Clerk
County



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

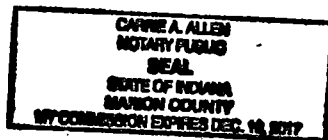
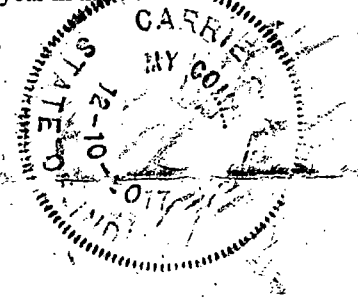
ACKNOWLEDGMENT BY SURETY

STATE OF INDIANA }
County of MARION } ss.

On this 1ST day of DECEMBER, 2010, before me personally
appeared SHANELL BREEDLOVE, known to, me to be the Attorney-in-Fact of
American States Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Carrie A. Allen
Notary Public in the State of
County of

POWER
OF ATTORNEY

American States Insurance Company
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13393

That AMERICAN STATES INSURANCE COMPANY, a Indiana corporation, does hereby appoint

*****SHANELL BREEDLOVE*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind AMERICAN STATES INSURANCE COMPANY thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office, in amounts or penalties not exceeding the sum of:

FIVE HUNDRED THOUSAND AND 00/100-----

DOLLARS (\$ 500,000.00)

IN WITNESS WHEREOF, AMERICAN STATES INSURANCE COMPANY has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of AMERICAN STATES INSURANCE COMPANY:

"Article 8, Section 8.1 1. - FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the corporation fidelity and surety bonds and other documents of similar character issued by the corporation in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the corporation, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

I, Dexter R. Legg, Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the foregoing extracts of the By-Laws of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 1st day of December, 2009



Dexter R. Legg, Secretary

Form #2201 Rev. 06/2009

This space reserved for office use

Submit to:
SECRETARY OF STATE
Statutory Documents Section
P O Box 13550
Austin, TX 78711-3550
512-463-5705
512-475-2815 - Fax
Filing Fee: None



**STATEMENT OF OFFICER FOR
OFFICERS NOT APPOINTED BY
THE GOVERNOR**

Statement

I, Mark Thompson, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Panola County Airport - Sharpe Field Advisory Board

City and/or County: Panola

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

1/3/11

A handwritten signature in blue ink, appearing to read "Mark Thompson", written over a horizontal line.

Signature of Officer

Form #2204 Rev. 06/2009

This space reserved for office use

Submit to:
SECRETARY OF STATE
 Statutory Documents Section
 P O Box 13550
 Austin, TX 78711-3550
 512-475-0775
 512-475-2815 - Fax
 Filing Fee: None

**OATH OF OFFICE**

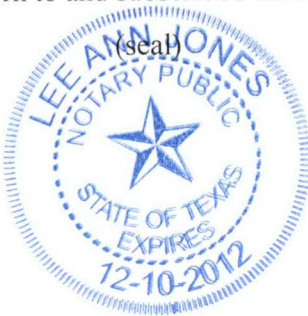
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Mark Thompson, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Panola County Airport - Sharpe Field Advisory Board of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

A handwritten signature in blue ink, appearing to read "Mark Thompson".

Signature of Officer

State of Texas)
 County of Panola)

Sworn to and subscribed before me this 3rd day of January, 20 11.



Notary Public Signature

A handwritten signature in blue ink, appearing to read "Lee Ann Jones".

PANOLA COUNTY, TEXAS

REQUEST FOR PROPOSALS - RFP – AUTOMATED AD VALOREM TAX
COLLECTION SYSTEM

RETURN PROPOSAL TO : DAVID ANDERSON, COUNTY JUDGE
PANOLA COUNTY COURTHOUSE ANNEX
ROOM 216-A
CARTHAGE, TEXAS 75633

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying
SPECIFICATIONS are for your convenience in submitting an offer for the enclosed
referenced products and/or services for PANOLA COUNTY.

Sealed proposals shall be received no later than:

9:00 A.M., MONDAY, February 14, 2011

MARK ENVELOPE:

“RFP – AUTOMATED AD VALOREM TAX COLLECTION SYSTEM “

Proposer shall sign and date the proposal on each page. Proposals, which are not
signed and dated in this manner, could be rejected.

PANOLA COUNTY would appreciate 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, First Floor, Panola County Courthouse, Carthage, Texas,
on February 14, 2011 at 9:00 A.M. during the Commissioners Court meeting. You are
invited to attend.

REQUEST FOR PROPOSALS

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COUNTY OF PANOLA
CARTHAGE, TEXAS

LEGAL NOTICE
REQUEST FOR PROPOSALS ON AUTOMATED AD VALOREM
TAX COLLECTION SYSTEM

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C the Commissioners Court of Panola County, Texas will receive proposals on Data Processing systems for Automated Ad Valorem Tax Collection for the office of Tax Assessor/ Collector of Panola County. Sealed proposals will be received at the Office of County Judge David Anderson, Room 216-A, Panola County Courthouse, Carthage, Texas 75633, until February 14, 2011 at 9:00 A.M. at which time they will be opened during the Commissioners Court meeting. Proposals are to be on a per unit item purchase price basis and/or a monthly or quarterly unit rental price basis with detail of various cost involved and no bond is required. The pricing for all necessary hardware, maintenance, software, training, software support & diagnostics and conversion must be a part of the proposal. All evaluation factors as outlined in the specifications or request for proposals will be considered. Specifications and request for proposals may be obtained at the Office of the County Judge, Panola County Courthouse, Carthage, Texas. Contract will be awarded for the accepted proposal in accordance with the above-mentioned Local Government code. Payments will be made by checks monthly or quarterly for cost as specified in the proposal accepted.

The Court reserves the right to accept or reject any and/or all proposals.

Sidney Burns
Panola County Auditor

PANOLA COUNTY

REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS OF CONTRACT

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

AUTOMATED AD VALOREM TAX COLLECTION SYSTEM

TO PROVIDE for a contract commencing on the date as specified in contract awarded and continued or extended for two years or less as determined by the Commissioners Court to be in the best interest of the county. Contracts may be terminated at the end of any Panola County fiscal year for which funding is not allocated or funding is withdrawn from budget. The contract may also be terminated at any time by either party with thirty days written notice prior to any cancellation based upon either party's failure to fulfill obligations of the contract.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any and/or all proposals as it shall deem to be in the interests of Panola County to accept the lowest dollar proposal. 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 the other evaluation factors set forth in the request for proposals.

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 and dated 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: Two (2) copies of all proposal documents shall be sealed and submitted as offerer's response to:

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

No later than 9:00 A.M., Monday, February 14, 2011

MARK ENVELOPE: "RFP – AUTOMATED AD VALOREM TAX COLLECTION SYSTEM"

ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY JUDGES OFFICE BEFORE OPENING DATE AND TIME.

FUNDING: Funds for payment will be provided through the Panola County budget or budget amendments approved by the commissioners Court for the 2011 year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, contracts extending past the end of the 2011 Panola County fiscal year shall be subject to budget approval.

LATE PROPOSALS: Proposals received in the County Judges 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 PROPOSAL: Any interlineations, alteration, or erasure made before opening time; must be initialed by the signer of proposal, guaranteeing authenticity.

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

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

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by Panola County, shall constitute a contract equally binding between the successful offerer 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 Panola County.

PRICING SHOULD BE stated on a per unit item purchase price basis and/or a monthly unit rental price basic and should include software support.

IF DURING THE life of the contract, the successful offerer's net prices to other customers for automated ad valorem tax collection data processing system (equipment/computers/accessories/software/services etc.) 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.

PANOLA COUNTY WILL consider firm pricing for as long as possible as offered by the vendor in the proposal submitted or as negotiated.

A PRICE redetermination may be considered by Panola County only at the time of a model change during the year or at the annual anniversary date of the contract and shall be substantiated in writing. The offerer's past history of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best proposal. Panola County reserves the right to accept or reject any and/or all of the price redetermination as it deems to be in the best interest of the county.

RIGHT TO PURCHASE ELSEWHERE: Panola County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Panola County reserves the right to purchase or rent elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met.

DELIVERY: All delivery and freight charges of rented or purchased items (FOB Panola County designated location) are to be included in the contract price.

DELIVERY TIME: Offerer shall address number of days required to place automated ad valorem tax collection data processing system (computers / accessories / software / etc.) at the county's designated location. Successful offerer shall notify the County Judges Office immediately if delivery schedule cannot be met. If delay is foreseen, successful offerer shall give written notice to the County Judges Office. The county has the right to extend delivery time if reason appears valid. Successful offerer must keep the County Judges Office advised at all times of the status of the order.

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 offerer shall neither offer nor accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. 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 the offerer shall be responsible for performing in strict accordance with the specifications of the RFP. Panola County Commissioners Court reserves the right to accept or reject and/or all or none of the exception(s)/substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any interpretations, corrections or changes to this RFP specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this RFP specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the County Judge for Panola 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.

PROPOSAL MUST COMPLY with all federal, state, county and local laws concerning these types of automated ad valorem tax collection data processing systems (computer/accessories/software/service/etc.)

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards or manufacturing and engineering practice.

ALL DATA PROCESSING EQUIPMENT / ACCESSORIES / SOFTWARE must be new and unused, unless otherwise specified, in first class condition and of current manufacture.

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

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

REFERENCES: Panola County requests offerer to supply, with this RFP, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

OFFERER SHALL PROVIDE with this proposal response, 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 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 offerer, or of any agent, employee, subcontractor of supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained against Panola County growing out of such injury or damages.

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 offerer fails to :

1. meet delivery or completion schedules;
2. otherwise perform in accordance with the accepted proposal.

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

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the successful offerer 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 offerer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful offerer agrees to protect Panola County from claims involving infringements 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, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the County Judges Office (which has the overall contract administration responsibilities) and the successful offerer.

TESTING: Testing may be performed at the request of Panola County, by an agent so designated, without expense to Panola County.

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

PACKING SLIPS of other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful offerer, (b) name and address of receiving department and/or delivery location, (c) Panola County Purchase Order number, and (d) descriptive information to the automated advalorem tax collection data processing system (computers/accessories/ software/ etc.) 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.

INVOICES shall show all information as stated above, shall be issued for each purchase order and shall be mailed directly to the Panola County Tax Assessor/Collector's Office, Panola County Courthouse, Room 211 Carthage, Texas 75633.

PAYMENT will be made upon receipt and acceptance by the county of all completed services and/or items(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 offerer(s) is required to pay subcontractors within ten (10) days.

WARRANTY: Successful offerer shall warrant that the automated advalorem tax collection data processing system (computer /equipment/ accessories/ software/ services/ etc.) shall conform to the proposed specifications and/or al warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful offerer shall warrant that the automated advalorem tax collection data processing system (computer/ equipment/ accessories / software / services / etc.) 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.

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 any contract resulting from this RFP, 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.

ANY QUESTIONS concerning this Request for Proposals and Specifications should be directed to the County Judges Office at telephone number (903) 693-0391.

PANOLA COUNTY, TEXAS
AUTOMATED AD VALOREM TAX COLLECTION SYSTEM
REQUEST FOR PROPOSAL
SCOPE OF SERVICE REQUESTED

1. GENERAL REQUIREMENTS

Panola County, hereinafter referred to as "County", is requesting a proposal for computer services that will be the data processing system for the County Tax Collector's Office. The County requests the Vendor to configure a system that will meet the County's needs based upon the Vendor's expertise in County Government systems and the minimum specifications within this RFP. The County wishes to entertain proposals for a data processing rental and/or purchase agreement at this time.

2. GENERAL INFORMATION

Any contract(s) arising from proposals based upon this Request For Proposal, hereinafter referred to as RFP, shall contain terms and conditions as established in this document. Unless otherwise indicated, all terms and conditions set forth in this document are required by Panola County.

3. NOTICE OF PROPOSED CHANGES

All Vendors will be notified in writing of all proposed changes that are acceptable and all proposed changes that are not acceptable to the County.

4. AUTHORIZATION TO BID

All proposals, attachments to proposals, and/or documents submitted with a proposal must be signed by an individual that is authorized to act on behalf of the Vendor.

5. PRODUCT INFORMATION

Complete product information and descriptive literature shall be submitted with a proposal. Information submitted shall be sufficiently detailed to substantiate that products offered meet or exceed the specifications. Vendor is hereby put on notice that all information submitted according to this requirement will be incorporated by reference in the contract document arising out of Vendor's response, and may be subject to express contract warranties.

6. REGISTRATION OF VENDOR

Any Corporation conducting business with the County shall be on file with the Secretary of State, State of Texas, as being incorporated under the Texas Business Corporation Act, or, if a foreign corporation, have procured a certificate of authorization for the right to transact business in this state. If Vendor is a limited partnership, it shall have on file with the Secretary of State, its certificate for the formation of a limited partnership as required by the Texas Uniform Limited Partnership Act, Article 6132a, V.A.C.S.

Vendors shall provide their certificate or registration number on the proposal sheet.

7. PROPOSAL COST ERRORS

Vendors are expected to thoroughly examine the specifications and all instruction. Preparation of cost extensions shall be at the Vendor's risk. In the event of a Vendor error in any cost extension, the Vendor's unit price will prevail.

8. PROPOSAL CLOSING DATE

Two copies of every proposal; in sealed envelope(s) with proper identification, must be received by the County no later than February 14, 2011 at 9:00 A.M. Request for extensions of the closing date or time will not be granted. Proposals arriving late will not be considered. Vendors should allow sufficient mailing time to insure the timely receipt of the proposal. Address all proposals to:

David Anderson, County Judge
Panola County
Panola County Courthouse Annex
Room 216-A
Carthage, Texas 75633

9. PROPOSAL OPENING DATE AND TIME & OTHER EVENTS SCHEDULE

Proposals will be opened on February 14, 2011 at 9:00 A.M. The County intends to protect its right to negotiate with Vendors and will not make the proposal available to the public until after the contract award as required by Section 262.030(b) Local Government Code which states as follows:

“Proposals shall be opened so as to avoid disclosure of contents to competing offerers and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded except for trade secrets and confidential information contained in the proposals and identified as such.”

<u>DATE</u>	<u>ITEM</u>
Once a week from 01/10/11 thru 02/14/11	Legal Notice Publications
02/14/11 9:00 A.M.	Proposal Opening Date and Time
As determined by Commissioners Court after proposals are opened	Evaluation Time & Action on RFP
Date Specified in Contract Awarded	All Hardware Installed and Tested

10. SUBMISSION OF VENDOR CONTRACTS

A proposal must include proposed contract forms that the Vendor intends to use during contract negotiation. However, in making a contract award, the County shall not be bound by any proposed contractual language but shall instead be free to negotiate terms and conditions as necessary. The County may, however, reject any proposals where proposed contractual terms are deemed unreasonable.

11. VENDOR INQUIRES

Any inquiries from Vendors concerning this proposal shall be submitted in writing to:

David Anderson, County Judge
Panola County
Panola County Courthouse Annex
Room #216A
Carthage, Texas 75633

12. ADDENDA TO RFP

All addenda to this RFP will be in writing and forwarded by registered mail to all Vendors known to be in receipt of this RFP.

13. ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's ability to satisfy the requirements of this RFP. Emphasis in each proposal shall be on completeness and clarity of content.

Section 1 – Executive

Section 2 – Business Proposal

- A. Company Overview
- B. System and Services Proposed

Section 3 – Cost Summary

- A. Hardware (CPU, Memory, Disk, etc.)
- B. Other Hardware (UPS, Terminals, etc.)
- C. Operating System Software License
License Word Processor/Spreadsheet
Software License
- D. Application Software License
- E. Software Support & Diagnostics
- F. Other Equipment or Software

14. COST DISCUSSIONS AND NEGOTIATIONS

Panola County reserves the right to negotiate a contract with the selected offerer only as allowed by the Local Government Code Section 262.030.

15. BENCHMARK CRITERIA

All qualified Vendors must demonstrate that their product meets their response to the RFP. Failure to demonstrate that the product meets specifications will cause rejection of Vendor's proposal.

16. SUBMISSION OF PROPOSALS

Vendors desiring to submit proposals in response to this RFP must comply with all mandatory submission requirements set out in this document. Failure to comply with any section of the RFP will subject the proposal to immediate rejection. However, any mandatory submissions are not the sole requirements of this RFP. All conditions and requirements throughout this RFP are considered binding. Vendor shall include a list of at least three (3) County customers in Texas using Vendor's system similar to that which is being proposed.

Vendor should also provide a list of all customers of Government offices in Texas. If Vendor has no customers in Texas, Vendor should state that fact and provide customers out of state using Vendor's system similar to that which is being proposed.

It will be the responsibility of the Vendor, the prime contractor, to insure that any and all subcontractors, if any, are responsive to the needs of the County in supplying hardware, software, equipment, programming, conversions, training, or other services as required by this proposal or any contract award arising from this RFP.

The Vendor shall pay all costs, direct or indirect, incurred in the preparation or presentation of the proposal(s). All supporting documentation and manuals submitted with this proposal will become the property of the County and any cost incurred will be paid by the Vendor.

17. INSTALLATION, INTEGRATION, TESTING, AND TRAINING

Vendor's installation, implementation and testing plan shall describe the integration and testing of hardware, software and databases of the proposed system. All application software and operating system software shall be installed and tested within sixty (60) days of contract award or at the date stated in Contract accepted. After installation, integration and testing, Vendor shall provide adequate and reasonable training for the County to fully implement and benefit from the system.

18. MULTIPLE PROPOSALS

A Vendor may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be abbreviated in form, using the same format, but providing only that information which differs in any way from that contained in the initial proposal. Each proposal must be separately bound and contracts separately identified.

19. PROPOSAL EVALUATION

Any Panola County staff, as determined by the Panola County Commissioners Court, and any consultants hired by the County will evaluate all proposals. Proposals, which do not meet the mandatory requirements of this RFP, shall be rejected. Proposals meeting the mandatory requirements shall be further evaluated on overall costs and other evaluation factors as described in section 20 below. The term "overall costs" as used in this subparagraph shall be interpreted to include, but not be limited to, the cost of installment, conversion, training, product price, facility modifications required to house and operate the hardware and impact on county staffing.

20. PROPOSAL SELECTION

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

- 15% Officer'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% Officer's Support/Service – Including, Skills, Number and Availability of Support and Service Personnel

21. REJECTION OF PROPOSALS

The County reserves the right to reject any and all proposals received by reason of the RFP. The County does not intend to pay for information solicited or contracted for prior to entering into a contract with the successful Vendor.

The County reserves the right to reject any proposal that fails to meet the mandatory requirements as stated. The County reserves the right to reject any proposal that does not comply with the technical or cost requirements of the RFP.

The County reserves the right to waive minor deviations in proposals providing such action is in the best interest of the county. Minor deviations are defined as those that have not adverse effect upon the County's interest and would not affect the amount of the proposal by giving a Vendor an advantage or benefit not enjoyed by other Vendors.

The County reserves the right to reject any and/or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the County.

If the County receives no valid proposals, the County reserves the right to negotiate on the best terms and conditions at the best possible prices.

22. VENDOR INFORMATION

Each Vendor must submit information about his organization, including a description of the company, parent or subsidiary status, financial information, a description of all business activities engaged in by Vendor, number of employees and a complete list of County customers in Texas.

23. HARDWARE AND SOFTWARE SPECIFICATIONSA. HARDWARE SPECIFICATIONS

Central Processing Unit

The proposed system must be compatible with the County's needs. The system must be expandable in the field without replacing the CPU or operating system in order to meet the future needs of the County. Expandable means the Vendor must specify the number and type of internal expansion slots, maximum memory, maximum disk, etc.

Memory

Sufficient memory as determined by the Vendor's analysis to perform the professional services defined in this document.

Disk Capacity

Sufficient disk capacity to meet the storage requirements of the professional services defined in this document with ability to add additional services in the future.

Note: The County will require the Vendor to guarantee the configuration of the hardware.

Terminals

The proposed system must include a minimum of 6 CRTs, PCs and/or port connections.

Printers

The proposed system must include a minimum of 7 printers (200cps min.) and/or port connections. (All of these must be laser printers.)

Remote Access

The proposed system must include a dial-up modem, minimum 1200 baud, for remote software diagnostics and support.

Backup

The proposed system must include computer tape as the primary method of data back and data transfer. Minimum configuration is a 1/4" 120MB drive.

Hardware and Software Maintenance & Software Diagnostics and Support

Vendor must include hardware and software maintenance & software diagnostics and support in this proposal.

Installation and Cabling

Hardware proposal must specify the costs of all cables, connectors, modems, line conditioners, etc. necessary for the operation of the computer system. Proposal shall specify who will be responsible for cost of cable and labor for installing. The proposed contract should state who is responsible in the contract.

Vendor must bid a TURNKEY installation. Any additional costs to complete the installation and not specified in the proposal, will be at the expense of the Vendor.

All cost should be specified on a per month or quarterly rental basis or purchase price basis.

Hardware Requirements (Recap)

- 1 – CPU
- 1 – Diagnostic Modem
- 6 – CRTs, PCs and/or Port Connections
- 7 – Printers and/or Port connections (All must be laser)
- 1 – Hub

B. APPLICATION SOFTWARE REQUIREMENTS

The system must include the following operational software:

- Tax Collection
- Vehicle Inventory Tax Collection
- Payment/ Adjustment Records
- Tax Payment History
- Post & Print Tax Statements
- Tax Roll
- Delinquent Tax Roll
- Tax Certificate Processing

Vendor shall include purchase or rental prices on latest personal computers, dot matrix printers, laser printers, scanners and any other technology necessary to implement an automated tax collection system. Please include price of a printer that would be appropriate to print a high volume of tax statements.

Vendor must give price figures for adding additional optional professional services, additional CRTs, different type printers, larger CPUs, additional software, etc. Vendor must also give reduction in price if we select fewer CRTs or printers. All prices should be specified on a per month or quarterly rental basis or purchase price basis. Please indicate the additional price for adding additional users. Please specify your hourly and site visit cost associated with technical assistance on County owned equipment. Please specify price of additional training on a per hour basis. Furthermore, please specify maintenance price for all hardware involved. On rental equipment, the maintenance should be included in the rental price. Please specify who will be responsible for cost associated with additional or new cable for system.

FIRM/OFFERER: _____

Signature

Title

PHONE: _____

OFFERER MUST SIGN AFFIDAVIT ON PAGE 27 AS PART OF THIS RFP

General Questions			
	YES	NO	REF
How long has the software vendor been providing software to Solutions to Texas County Tax Assessors/Collectors? Years			
How many Texas Tax collection Systems does the software vendor have installed? Number			
Does the system make use of variable or fixed field length records? Answer Yes for variable or No for fixed.			
Is all software application support, for any and all departments, accessible through the same 800#, or a number to a local support office?			
Does the software vendor market and support software applications on hardware platforms of at least two major hardware manufacturers?			
Does the proposal contain a detailed description of the Vendors plan for installation and training of the new system?			
Does the vendor agree to provide ongoing support of the installed applications for a minimum of five years?			
Does the sywtem include a comprehensive security package protecting against unauthorized database access on the basis of terminal ID, agency ID, user ID, password, selected data element values, and need to know?			
Are all conversion costs included in the proposal?			
Are all education costs included in the proposal?			
Can the system store the text of standard documents and automatically fill in the blanks from the database and the notices be produced individually or in batches?			

Tax Collections			
	YES	NO	REF
Bill Record			
Property ID			
Statement Number			
Jurisdiction			
Tax Year			
Tax Amount			
Transaction Date			
Posting Date			
Computer Date			
Due Date			
Balance			
Court Cost			
Suit Number			
Backruptcy Information			
Comments			
Status Flags			
Will the system allow for ad hoc reporting to all fields listed above? If not, which fields.			

Payment/Adjustment Record			
	YES	NO	REF
Property ID			
Statement Number			
Paid Amount			
Amount Paid/Adjustments			
P & I Paid/ Adjustments			
Attorney Fee Paid/Adjustments			
Variance Paid/Adjustments			
Gross Paid/Adjustments			
Paid Date			
Transaction Date			
Computer Date			
Operator			
Drawer			
Batch			
Deposit			
Tax Year			
Jurisdictions			
Check Number			
Court Cost Paid/Adjustment			
Operator Date/Time			
Status Flags			
Maintenance + Operation tax paid/Interest and surety tax paid			

Post Tax Statements			
	YES	NO	REF
The tax statements generated by either the vendor's software of previous delinquent bills must have the ability to be accessed and posted. The County Tax Office expects the vendor to include the cost to convert the existing delinquent bills into the collections software. For future expansion, each workstation must have the ability to support a cash drawer and receipt printer.			
The system must produce a detailed audit trail of all posting, refund overpayments, and underpayments, etc., activity for each statement.			
The system must support posting half payments for multiple entity collections. All reports, second notices, and delinquent notices must support half payments.			
The system must support different discount rates for multiple entity statement printing and posting			
The system must generate Daily, Weekly, Monthly, and Yearly Posting Reports for Multiple Entity Collections.			
The system must generate detailed audit reports of all collection transactions. The reports include reports for each entity, outstanding bills, for each taxing entity, and detail change in levy reports due to supplements, modifications, and previous years adjustments, etc.			
Will the system produce a detail audit trail of all posting, refund, etc. activity for each statements?			
Will the system support half payment for multiple entity collections?			
Will the system support all half payments for all reports, second notices, delinquent notices.			
Will the system support quarterly payment contracts?			
Will the system support partial payments of any amounts?			
Will the cash drawers support a wand bar code reader?			
Will the system support over 65 deferral payments?			
Will the system support automated payments by a mortgage company?			

	YES	NO	REF
Print Tax Statements			
The system must generate tax statements for current year taxes and have the ability to generate second and delinquent tax statement notices.			
Will tax statements print for a single entity of combine multiple entities on one statement?			
Print Tax Roll			
The system must generate tax rolls for current and delinquent (operator choice) year bills.			
Paid Tax Roll			
The system must generate a paid tax roll or range of selected tax years maintained on the system.			
Print Delinquent Tax Statements			
The system must generate delinquent tax statements for both current year and all previous years for a property on one or all jurisdictions collected.			
Print Delinquent Tax Roll			
The system must generate delinquent tax rolls for both current years delinquent bills and all previous delinquent bills.			
Tax Certificate Processing			
Tax Certificates must be produced for all entities.			
Automatic P&I Calculations and Attorney Fee Calculations			
Partial payments that are applied to system and calculate P&I and attorney fees on unpaid balance.			
Will Tax Certificates reflect refunds?			
Must be able to select property item using:			
** Property ID			
** Bill Id			
** Current Owner			
** Xref ID			
** Alternate Xref ID			
** Abstract / Subdivision			
** Current Owner (with unpaid status)			

Standard Reports	YES	NO	REF
* Print Batch Balance Report			
* Print Batch Distribution Report			
* Print Batch P & I Distribution Report			
* Print Batch Collections Report			
* Print Batch P & I Collections Report			
* Print Batch unpaid Refund Report			
* Print Batch paid Refund Report			
* Print Multiple Entity batch report			
* Print Escrow Report			
The System should print the following Monthly Reports:			
* Monthly Distribution Report			
* Monthly P & I Distribution Report			
* Monthly Collections Report			
* Monthly P & I Collections Report			
* Monthly Unpaid Refund Report			
* Monthly Paid Refund Report			
* Monthly Escrow Collections Report			
* Monthly Escrow Outstanding Report			
* Multiple Entity Collection Report			
The system should print a Recap report			
Print original roll report			
Print variance report			
Print detailed variance report			
Print outstanding bill report			
Print tax certificate report			
Print partial payments report			
Print quarterly payments report			
Print status collections report			
Print returned check report			

	YES	NO	REF
The system should have bill listing menu that supports the following:			
* ability to produce complete bill listing			
* Produce complete bill listing for a select list			
* Reprint pages for a complete bill listing			
* Generate complete bill listing microfiche tape			
* Print complete bill listing totals			
The system should have a product administrator Menu that allows for the following:			
* Code file maintenance			
* Define user access privileges			
* Batch ID maintenance functions			
* Data transfer menu options			
* Purge functions			
* Complete list of utilities and miscellaneous functions			
* Mortgage tape exchange functions			
The system must provide for bill, property and owner maintenance			
The system should allow owner naimtemamce by looking up owner using either:			
* Owner ID			
* Property ID			
* Bill ID			
* Owner Name			
* Owner Phone Number			

Bank Lock Box Processing			
	YES	NO	REF
Scannable OCR "A" Scan Line on All Outgoing Statements (Current and Delinquent)			
Batch File Transfer and Update			
Unmatched Amounts and Accounts to Escrow			
Override Calculated P & I, Attorney Fees, and Base Tax			
Due to Bankruptcy or Special Security Access			
Add Court Cost to Bill or Create Court Cost Bill			
Ability to Quickly Key Mail Payments			
Tax Rolls to Tape for Laser Printing and Microfiche			
The system must support the County Tax Office collecting for multiple taxing entities. The County Tax Office will generate a single tax statement for each property that contains the tax rate, tax calculation, etc. for the appropriate taxing entity.			
The County Tax Office must also have the ability to post single payments and have the system automatically calculate and distribute the funds to the appropriate M&O, I&S, P&I, and attorney fee accounts for each taxing entity on the statement. The system must have the capability to support different P&I and attorney fee rates for each entity that appears on the multiple entity statement.			
Ad Hoc Reporting			
The system must have the ability to select and/or sort on any/all data elements, in the County Tax Office's database and format a report with any data elements with the ability to total and subtotal any numeric field in the County Tax Office's database.			
Any of the required items that are separate software products which require separate software license, annual fee, etc., should be so noted along with the company name, product name and appropriate fees.			
NOTE: The Panola County Tax Office is interested in a complete turnkey software package. The above list of features is not intended to be a definitive list of features. The Vendor must specify if any additional features, features not included in the proposed system, are available and the additional cost to the County.			

**RETURN ENTIRE PACKET AND
ALL DOCUMENTATION REQUIRED BY THIS REQUEST FOR PROPOSAL**

PROPOSAL AFFIDAVIT

All pages in offerer's proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be _____ calendar days from the date of the proposal opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offerer.)

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____, who after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of agent
(name)
for _____, and have been duly
(name of firm)
authorized to execute the foregoing proposal on behalf of the
said _____
(name of firm)"

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offerer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

Name and Address of Offerer: _____

Telephone Number: _____

By: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on this the _____ day of _____
Notary Public in and for the State of _____

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL



FISCAL YEAR 2011
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY

VOL. 74 PAGE 101

**Fund: 862 - CDA FEDERAL FORFEITURE
REVENUES**

CASH BALANCE 10,000

EXPENDITURES
862-699-55270

FURNITURE & EQUIPMENT 10,000

Fund 862 Total: 10,000


APPROVED BY DANNY BUCK DAVIDSON DATE 1/6/11

I, David Anderson, County Judge, of Panola County, Texas do hereby certify
that this budget is a true and correct copy of the Criminal District Attorney Federal
Forfeiture Fund as passed and approved by the Commissioners' Court of Panola County
on the 10th day of January, 2011


DAVID ANDERSON, PANOLA COUNTY JUDGE DATE 1-10-11



FISCAL YEAR 2011
PANOLA COUNTY CONSTABLE PCT 1 & 4

Fund: 842 - CONSTABLE PCT 1 & 4 STATE FORFEITURE

REVENUES

CASH BALANCE 296

EXPENDITURES

842-583-55270

FURNITURE & EQUIPMENT 296

Fund 842 Total: 296

I hereby approve the above describe budgets and ask the
 Commissioners Court to please record it at the next scheduled
 Commissioners Court meeting.

Kevin Lake 1/4/11
 KEVIN LAKE, CONSTABLE PCT 1 & 4 DATE

Fund: 864 - CONSTABLE PCT 1 & 4 FEDERAL FORFEITURE

REVENUES

CASH BALANCE 2,792

EXPENDITURES

864-699-55270

FURNITURE & EQUIPMENT 2,792

Fund 864 Total: 2,792

Kevin Lake 1/6/11
 APPROVED BY KEVIN LAKE, CONSTABLE PCT 1 & 4 DATE

I, David Anderson, County Judge, of Panola County, Texas do hereby certify
 that this budget is a true and correct copy of the Constable Pct. 1 & 4 Federal
 Forfeiture Fund as passed and approved by the Commissioners' Court of Panola County
 on the 10th day of January, 2011

David Anderson 1-10-11
 DAVID ANDERSON, PANOLA COUNTY JUDGE DATE



FISCAL YEAR 2011
PANOLA COUNTY CONSTABLE PCT. 2 & 3

VOL. 74 PAGE 103

Fund: 840 - CONSTABLE PCT. 2 & 3 STATE FORFEITURE
REVENUES

CASH BALANCE 1,900

EXPENDITURES

840-583-55270 FURNITURE & EQUIPMENT 900
840-583-53560 PARTS, REPAIRS, GAS AND TRANS. EXP 1,000

Fund 840 Total: 1,900

I hereby approve the above describe budgets and ask the
Commissioners Court to please record it at the next scheduled
Commissioners Court meeting.

Mitch Norton 1-6-11
MITCH NORTON, CONSTABLE PCT. 2 & 3 DATE

Fund: 866 - CONSTABLE PCT 2 & 3 FEDERAL FORFEITURE
REVENUES

CASH BALANCE 2,600

EXPENDITURES

866-699-55270 FURNITURE & EQUIPMENT 2,600

Fund 866 Total: 2,600

Mitch Norton 1-6-11
APPROVED BY MITCH NORTON, CONSTABLE PCT. 2 & 3 DATE

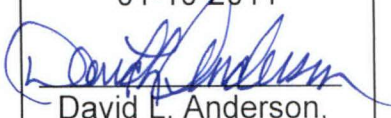
I, David Anderson, County Judge, of Panola County, Texas do hereby certify
that this budget is a true and correct copy of the Constable Pct. 2 & 3 Federal
Forfeiture Fund as passed and approved by the Commissioners' Court of Panola County
on the 10th day of January, 2011

David Anderson 1-10-11
DAVID ANDERSON, PANOLA COUNTY JUDGE DATE

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-10-2011


David L. Anderson,
County JudgeNAME: Kenneth EdgmonPOSITION: DeputyDEPARTMENT: SheriffDATE: 12/28/10CONFERENCE: NND DALOCATION: W. Columbia, TXDATES: 4/4/11 to 4/8/11NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5Does the conference meet your educational requirements for the year? NoIf not, how much of your requirements will be met by this conference? 40 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 K-9 Training.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-10-2011

David L. Anderson
David L. Anderson,
County Judge

NAME:

Lee Ann Jones

POSITION:

County Judge's Administrative Asst.

DEPARTMENT:

County Judge

DATE:

January 5, 2011

CONFERENCE:

County Court Assistants Training

LOCATION:

San Marcos, TX

DATES:

Feb 23, 2011 to Feb 25, 2011

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? _____

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.)

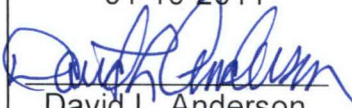
This conference addresses items unique to the County Judge's office and will benefit me in my daily duties as Administrative Asst. to County Judge.

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PANOLA COUNTY OFFICIAL/EMPLOYEE
106 REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-10-2011


David L. Anderson,
County Judge

NAME:

David Anderson

POSITION:

County Judge

DEPARTMENT:

DATE:

Jan. 5, 2011

CONFERENCE:

I 69 Alliance w/ Legislators

LOCATION:

Austin, TX

DATES:

Jan 25, 2011 to Jan 26, 2011

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

2

Does the conference meet your educational requirements for the year?

No

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

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?

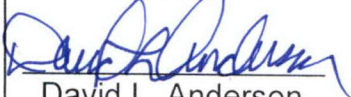
yes

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-10-2011


David L. Anderson,
County Judge

NAME: David Anderson

POSITION: County Judge

DEPARTMENT: _____

DATE: Jan 5, 2011

CONFERENCE: ETCOG Reception

LOCATION: Austin, TX

DATES: Feb 7, 2011 to Feb. 9, 2011

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: _____

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

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? 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.)

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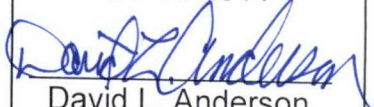
VOL.

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PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

01-10-2011


David L. Anderson,
County Judge

NAME:

David Anderson

POSITION:

County Judge

DEPARTMENT:

DATE:

Jan 5, 2011

CONFERENCE:

I69 Alliance w/ Congress

LOCATION:

Washington, D.C.

DATES:

Feb 28, 2011 to Mar 2, 2011

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? 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.)

ACTION ITEMS

**OPEN PAYABLE LIST
COMMISSIONERS' COURT
JANUARY 10, 2011**

Number	Name	Payables
3715	3D SECURITY, INC.	1,773.60
2650	A T & T LONG DISTANCE	394.52
0798	A T & T	589.00
2650	AT & T	394.52
1002	ABC AUTO PARTS	27.27
4455	AFFILIATED COMPUTER SERVICES	5,760.92
3032	AMERICAN GENERAL LIFE & ACCIDENT INSURANCE	260.02
1017	ASSURANT EMPLOYEE BENEFITS	1,715.82
1898	AUTO EXPRESS LUBE	262.81
1557	AVFUEL CORP	20.00
3345	B & B LOCKSMITH/GLASS	55.00
4128	BAXTER SALES CO INC.	526.57
4001	BLUEGLOBES LLC	140.81
1351	BOB BARKER COMPANY INC	239.27
3255	BURNS ARCHITECTURE, INC.	5,016.09
01038	CAROLYN FLEMMING	120.00
1618	CARTHAGE DISCOUNT TIRE & BRAKE	881.44
1123	CARTHAGE MUFFLER AND TIRE	898.00
1330	CARTHAGE MUFFLER AND TIRE	58.00
4541	CARTHAGE OFFICE SUPPLY, INC.-PANOLA COUNTY	4,682.00
3315	CECILIA BATES	230.00
1373	CENTRAL UNITED LIFE INSURANCE	230.08
3979	CHARM-TEX, INC.	49.91
4335	CHEM-SERV INC.	228.90
3313	CHEROKEE COUNTY	924.00
2786	CITY OF CARTHAGE	28,693.24
1858	CLIFF CARPENTER JR CLI TCI	750.00
0995	CONSECO SENIOR HEALTH INSURANCE CO	28.36
0984	COREY BANKHEAD	450.00
3655	CSET WORLDWIDE	127.50
1133	CTAT	150.00
3418	D & C CLEANING, INC.	4,983.00
3651	DALLAS COUNTY TREASURER	1,950.00
4021	DANIEL JONES	20.00
01119	DAVID & COURTNEY BABCOCK	230.00
4356	DAVID BROOKS	100.00
4091	DAVID GRAY	300.85
2312	DEBBIE'S BEST WATER STORE	7.25
4036	DEPARTMENT OF INFORMATION RESOURCES	2,575.56
01138	DEVORA WHITE	670.00
1136	DSHS	250.00
3769	EASI	186.94
2994	EAST TEXAS COUNCIL ON ALCOHOLISM & DRUG ABUSE	1,000.00
4466	EAST TEXAS OPEN DOOR, INC	2,500.00
2840	EAST TEXAS SECURE SOLUTIONS	6,000.00

OPEN PAYABLE LIST
COMMISSIONERS' COURT
JANUARY 10, 2011

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1108	ETMC CARTHAGE	13,350.27
1117	ETMC EMS	75.00
2690	ETMC FIRST PHYSICIANS	303.27
2467	ETMC-CARTHAGE INDIGENT	9,940.45
2097	ETOX	29.76
0412	FIRMIN'S OFFICE CITY	3,003.04
1102	FIRST STATE BANK & TRUST	130.00
2273	GALLS, AN ARAMARK COMPANY	893.97
4111	HAWTHORN FUNERAL HOME	1,173.00
2326	HOLT CAT	2,944.58
2282	INDIGENT HEALTHCARE SOLUTIONS	1,398.00
2832	INTERSTATE BRANDS CORP.	267.90
4521	J & L GEO SYSTEMS	1,224.20
3961	JAMES EVANS	320.00
1871	JAMES KEITH KNIGHT	25.00
0917	JAMES PUBLISHING INC	87.94
01039	JANELLE WINSTON	295.00
2897	JASON PHILLIPS MDPA	525.00
4494	JOE MIMS	78.71
3615	JUST IN TIME SANITATION SERVICES	600.00
0960	JUSTICES OF THE PEACE & CONSTABLES ASSOC. OF TEXAS	60.00
01011	KENNETH CLARK	240.00
3984	KIMBERLEY M. MILLER	450.00
4423	KIRBY RESTAURANT SUPPLY	270.07
01140	KISSIE MASS	295.00
2901	LIBERTY MUTUAL	2,944.00
3557	LIMMER PERKINS	25.00
1135	LUNSFORD PORTABLE BUILDING	3,020.00
01118	MARK & DEBRA MOORE	590.00
3856	OFFICE DEPOT	46.07
1134	OFFICE OUTFITTERS, INC.	2,510.00
4358	OVERHEAD DOOR COMPANY OF TYLER-LONGVIEW	428.00
3526	PANOLA EMERGENCY MEDICINE ASSOC.	487.27
3222	PATTERSON CHRYSLER DODGE JEEP	604.80
01136	PRENTISS & DEBBIE RUSSELL	470.00
2820	PROSIGNS	32.00
1098	QUARTERMASTER	31.97
3229	QUILL CORPORATION	523.30
3862	RAY & JOYCE DAVIDSON	295.00
3956	REEDER'S AUTO REPAIR	505.00
2201	REEVES MOTOR SALES INC.	2.34
3809	ROMCO EQUIPMENT COMPANY	420.20
2172	SCOTT-MERRIMAN, INC.	790.78
0717	SHREVEPORT COMMUNICATIONS	4,440.50
0776	SOBOL WELDERS SUPPLY CO INC	523.67
2501	SOUTHWESTERN ELECTRIC POWER	21.15
2502	SOUTHWESTERN ELECTRIC POWER	276.30

OPEN PAYABLE LIST
COMMISSIONERS' COURT
JANUARY 10, 2011

2751	SOUTHWESTERN ELECTRIC POWER	14.59
4224	SOUTHWESTERN ELECTRIC POWER	510.22
3158	SPORTS SOUTH	385.00
3293	TAC UNEMPLOYMENT FUND	1,334.68
1515	TDCAA	75.00
1968	TED'S SAW SHOP	1,562.10
1436	TELETOUCH COMMUNICATIONS	1,852.30
3068	TEXAS ASSOCIATION OF COUNTIES	1,090.00
3068	TEXAS ASSOCIATION OF COUNTIES	100.00
2078	TEXAS PARKS & WILDLIFE #1	128.35
2154	TEXAS PARKS & WILDLIFE #2	353.00
0001	TOLEDO AUTOMOTIVE	3,668.86
4038	TOLEDO AUTOMOTIVE-TATUM	548.45
1137	TRAFFICPAYMENT.COM	234.00
1941	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	147,155.55
1726	TYLER RADIOLOGY ASSOCIATES	56.74
0630	TYLER TECHNOLOGIES, INC.	12,982.00
0235	TYSON FOODS, INC.	112.00
3993	UNDERWOOD LAW OFFICE	1,300.00
0931	UNIFIRST HOLDINGS, INC.	353.40
1131	UNIVERSITY OF NORTH TEXAS	240.00
2695	UPS	25.09
0674	USPS DISBURSING OFFICER	315.00
01135	VELMA TEAGLE	485.00
3887	VERIZON WIRELESS (CRTHSE SEC.)	44.24
1063	VIP TECHNOLOGIES, INC.	320.70
3906	VULCAN, INC.	992.00
3131	WARREN TRUCK & TRAILER	1,074.00
0034	WAUKESHA-PEARCE INDUSTRIES INC	177,185.00
0509	WHOLESALE SUPPLY INC	175.00
1103	WILLIAM GEORGE CO., INC.	3,613.61
4213	XEROX CORPORATION	137.59
		<hr/> <hr/> 491,842.23

OPEN PAYABLE LIST
PROBATION POOL
COMMISSIONERS' COURT JAN. 10, 2011

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Number	Name	Payables
2650	A T & T LONG DISTANCE	56.52
3108	BUSINESS CARD/PLATINUM PLUS#1	275.00
0597	CASSITY JONES HARDWARE	0.99
4466	EAST TEXAS OPEN DOOR,INC	8,433.25
0412	FIRMIN'S OFFICE CITY	34.14
2071	GREGG COUNTY TREASURY	170.00
3433	JAMES M. CALLOWAY	420.00
1122	JAN MAXEY	233.99
3137	JUVENILE JUSTICE ASSOC. OF TEXAS	80.00
3582	PANOLA COUNTY RETIREE HEALTH	1,525.84
3556	PERSONNEL CONCEPTS	112.25
3293	TAC UNEMPLOYMENT FUND	175.13
3025	TEXAS DEPT OF CRIMINAL JUSTICE	413.26
4438	TRACY ANDERSON	208.98
1941	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	2,380.43
		<hr/> 11,079.47

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OPEN PAYABLE LIST
COMMISSIONERS' COURT
JANUARY 10, 2011

Number	Name	Payables
1941	TX. ASSOC. OF COUNTIES - HEBP(MEDICAL)	46813.24

PERSONNEL CHANGE REQUEST

Name: LEON CARPENTERDepartment: R2BPosition: TRUCK DRIVERNew Position
(if applicable): _____

Current wage or salary

\$ 11.53
xx

New wage or salary

\$ 11.86

Effective date of change

1/11/11
Elected Official/Department Head
Signature1-10-11
Date Signed



TEXAS HEALTH AND HUMAN SERVICES COMMISSION

*Single
take to Lee Ann
for Judge Anderson
to sign &
mail back*

THOMAS M. SUEHS
EXECUTIVE COMMISSIONER

December 27, 2010

Subject: Action Required-New Local Prosecuting Agreement Contract

Dear **Danny Buck Davidson**,

The Texas Health and Human Services Commission (HHSC), Office of Inspector General (OIG) has received final approval for the contract boilerplate that we have been working on for the last year. With this new contract there will be many required changes and mandated requirements.

This contract must be in place by February 5, 2011 so in order to facilitate this turn around we are providing you a return envelop for mailing. Please ensure you fill out all the necessary areas and sign.

Please assist by following the instructions outlined below:

- 1) Complete and sign the enclosed Vendor Information Form;
- 2) Review and sign **both** original 7 page contracts; and
- 3) Obtain approval/signature from your County Judge.

Please carefully review the enclosed documentation. **All information must be completed entirely and signed using blue ink** before your contract can be processed. Please make sure it is legible for us to read in order to prevent us sending it back to you for further explanation.

Please feel free to contact me should you have any questions concerning your contract or the new requirements it contains at 512-491-2874. Thank you in advance for responding to this request and returning the signed documents in a timely manner.

Respectfully,

A handwritten signature in blue ink, appearing to read "Leslie Kruse".

Leslie Kruse
Office of Inspector General
Business Operations Division

Enclosures: Boilerplate Contract, and Vendor Information Form

Vendor Information Form

Instructions: This form must be completed and submitted to ASD with **each** New Contract, and when the vendor's information has changed. As applicable, this form may be requested for contract amendments, renewals and/or extensions. (Please type or print information.)

Part 1: Vendor/Contractor General Information

1. Organization's Legal Name: Panola County District Attorney
 2. Legal Doing Business As (DBA) Name:
 3. Physical Address:
 4. Remit To (Payment) Address:
 5. Texas Identification Number (TIN), or Federal Employer Identification Number (FEIN) or Social Security Number (SSN):
 6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity ☐ Governmental Entity
 7. Business Structure (check one):
☐ Corporation ☐ Limited (Liability) Company
☐ Joint Venture ☐ Limited (Liability) Partnership
☐ Partnership* ☐ Sole Proprietorship
☐ Other (must specify):
- * If Partnership, must provide SSN or TIN for minimum of two partners
Partner Name _____ TIN # or SSN
Partner Name _____ TIN # or SSN
8. State of Incorporation, If Applicable:
 9. Texas Charter Number, If applicable:
 10. Name of Parent Entity, If Applicable:

Part 2: Vendor/Contractor Contact Information

- | | |
|--|---|
| 1. Person Who Will Sign the Contract:


Name: <u>Danny Buck Davidson</u>
Title: <u>District Attorney</u>
Mailing Address:

Telephone:
Fax:
E-mail: | 2. Primary Contact for Contract Information:

Name: <u>Danny Buck Davidson</u>
Title: <u>District Attorney</u>
Mailing Address:

Telephone:
Fax:
E-mail: |
|--|---|

Part 3: Vendor/Contractor Authorized Signature (or authorized HHSC agent)

Signature  Date 12/29/10
Print Name _____ Phone (963) 693-0310

Part 4: HHSC Agency Use Only

Mail Code: _____

1. Historically Underutilized Business (HUB) Status (check one): HUB web site:
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html> ☐ TX HUB Certified ☐ Non-Certified HUB
 2. Contractor to Receive Payment: ☐ Yes ☐ No
- Legacy Contract Number: _____ HHSC Contract No. _____

Health & Human Services Commission

Name:	Panola County District Attorney
County:	Panola

This will be replaced w/ fully signed original.

P.J.

GENERAL CONDITIONS:

1. **Parties.** The Texas Health and Human Services Commission and Panola County District Attorney agree that, for the purposes of this Agreement, "HHSC" mean the administrative body of the Texas state government established under Chapter 531, Texas Government Code or its designee. All references to "Health and Human Services Commission – Office of Inspector General," "HHSC-OIG," or "OIG" mean the Office within HHSC as established in section 531.008(c) and described in 531.101, *et seq*, Texas Government Code.
2. **Authority to enter Agreement.** This Agreement is entered into as authorized under Texas Government Code § 531.039 and Texas Government Code § 41.004. HHSC-OIG is acting pursuant to a duly authorized delegation of contracting authority.
3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed in writing, venue will be in state District Court, Travis County, Texas.
4. **Term.** The term of this Agreement becomes effective upon signatures of both parties, and continues until and unless revoked by the parties.
5. **Purpose.** The purpose of the Local Prosecuting Authority Agreement is to establish the terms and conditions for the purpose of assisting to defray the costs of prosecutions, as authorized by Texas Government Code section 41.004(b) in the course of the referral of cases from HHSC-OIG to the Local Prosecuting Authority.

CONTRACTED COMPONENTS OF SERVICES:

6. HHSC-OIG Responsibilities.

- A) OIG will investigate allegations of fraud, waste and abuse in the following programs: Temporary Assistance to Needy Families (TANF), Food Stamps (FS), Supplemental Nutrition Assistance Program (SNAP), Medicaid, Women, Infants and Children (WIC), and Children's Health Insurance Program (CHIP).
- B) If OIG discovers criminal conduct may have been committed, OIG will complete and submit written reports and relevant evidence to the Local Prosecuting Authority to facilitate its prosecutorial decision.
- C) OIG will provide the necessary records and staff as resources to the Local Prosecuting Authority at such time cases are prosecuted.
- D) As provided for in 1 TAC 357.661, HHSC will pay the County in which the Local Prosecuting Authority has jurisdiction, the following amounts in accordance with this Agreement:
 - 1) \$280 for each case in which a Defendant is sentenced following an uncontested plea in a court of appropriate jurisdiction.

- 2). \$678 for each case in which a verdict is rendered in favor or against a Defendant in a contested trial before a court of competent jurisdiction.

- E) After conviction, OIG will notify the Local Prosecuting Authority if and when court-ordered restitution payments are sixty (60) days past due or are not being paid.

7. LOCAL PROSECUTING AUTHORITY Responsibilities.

- F) The Local Prosecuting Authority will review and evaluate cases referred by OIG for appropriate judicial action.
- G) The Local Prosecuting Authority will prepare complaints, informations and/or indictments in cases it accepts for prosecution.
- H) If community supervision is to be granted in a case, the Local Prosecuting Authority shall (to the extent it finds them to be appropriate in its sole legal and policy judgment) recommend the following actions be taken in additions to any other conditions of community supervision:
- 1) The individual be disqualified from participation in the TANF, Food Stamp, SNAP, WIC and/or CHIP program as provided in Section 6(b) of the Federal Food Stamp Act of 1977.
 - 2) The individual be ordered to make restitution to the Texas Health and Human Services Commission, Office of the Inspector General for the amount of benefits unlawfully obtained.
 - 3) To take appropriate action against individuals who fail to comply with court ordered restitution upon notification from the Department.
- I) The Local Prosecuting Authority will make available at reasonable times and for reasonable periods, books records and supporting documents kept current by the Local Prosecuting Authority pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by HHSC-OIG, its representatives, the U.S. Department of Agriculture, or the U.S. Department of Health and Human Services.
- J) The Local Prosecuting Authority will be responsible for any audit exception or other payment deficiency for which the Local Prosecuting Authority is legally responsible under this Agreement, which is determined to exist after monitoring or auditing by HHSC or the U.S. Department of Agriculture.

8. Performance Measures. The Parties will use their best efforts to perform the responsibilities of this Agreement and the Parties agree:

- A) Referrals of cases from OIG to the Local Prosecuting Authority will be made as soon as practical after any investigation is completed.
- B) The Local Prosecuting Authority shall utilize its own independent legal judgment in the manner which it conducts any criminal proceedings involving Defendants.

FINANCIAL REQUIREMENTS:

9. Conditions of Payment. All payments shall be made to the Local Prosecuting Authority after deducting any known previous overpayment made by HHSC-OIG. HHSC-OIG is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations.

- A) The rates listed in paragraph 6(D) above are set by the Code of Federal Regulations and shall be in effect until amended or modified by Congress, in which event HHSC will notify the County and the Local prosecuting Authority of such rates and the County and the Local Prosecuting Authority shall have thirty days to agree to the new rates or to terminate this Agreement.
- B) Local Prosecuting Authority represents that it has sufficient resources to enable the Local Prosecuting Authority to carry out the terms of this Agreement.

- C) The Local Prosecuting Authority shall recover only once for the services delivered under this Agreement. The Local Prosecuting Authority shall not bill for or retain any additional compensation for such services from HHSC or any other entity.
- D) HHSC-OIG shall pay the Local Prosecuting Authority the service unit rate as indicated herein.

10. Billing Process.

- A) The Local Prosecuting Authority shall submit a Health and Human Services Commission State of Texas Purchase Voucher for payment. The Local Prosecuting Authority shall contact the local HHSC-OIG Case Investigator for instructions on how to prepare and where to mail the voucher.
- B) HHSC-OIG reserves the right to review any/all services for compliance with performance measures and adherence to agreed billing rates. OIG staff will make a determination on the sufficiency of the services. Upon final approval, OIG will authorize payment and process all necessary warrant requests.

11. Accounting Records.

The Local Prosecuting Authority shall adhere to Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Advisory Board and follow Department fiscal management policies and procedures in maintaining financial records. (<http://www.fasab.gov/accepted.html>).

12. Notifications.

The Local Prosecuting Authority shall:

- A) Maintain at all times at least one active electronic mail (email) address for the receipt of agreement-related communications from HHSC-OIG. It is the Local Prosecuting Authority's responsibility to monitor this email address for Agreement-related information.
- B) Maintain his/her current license in good standing with the State of Texas and maintain all necessary license requirements.
- C) Notify HHSC-OIG within ten (10) days of receiving notice of any change in the status of a professional license or board certification, and/or of a complaint that has been filed against his/her license, and/or that an investigation of his/her license or board certification has been initiated.
- D) Notify the HHSC Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

13. Agreement Contingencies.

- A) The undersigned Parties certify that: the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the HHSC-OIG; the proposed arrangements serve the interest of efficient and economical administration of state government; the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder; and the selection and award of this contract was made on the basis of demonstrated competence and qualifications to perform the services for a fair and reasonable price.

- B) Limits on Compensation. This Agreement is **expressly conditioned** on the availability of appropriated funds. All compensation hereunder is contingent upon that availability.
- C) This Agreement is at all times contingent upon the availability and receipt of the Texas Legislature to appropriate funds; Enactment of superseding law or adoption of a superseding rule or policy; and, if funds for this Agreement become unavailable during any budget period, this Agreement may be immediately terminated or reduced by the Department, in its sole determination. The Department shall notify the Local Prosecuting Authority when it knows that funds for this Agreement will be reduced or eliminated. The Local Prosecuting Authority may terminate the Agreement based upon such notification. If the Local Prosecuting Authority terminates this Agreement based on the Department's notice to reduce or eliminate funding, the Local Prosecuting Authority must notify the Department in writing of its intent to terminate the Agreement within fifteen (15) calendar days of receipt of the Department's notification. The notice must contain the actual date of termination and the Local Prosecuting Authority's date of termination must not be less than ten (10) calendar days from the Department's receipt of such notice and it must not exceed ninety (90) calendar days from the date the Department receives such notice.
- D) The Local Prosecuting Authority agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - (6) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
 - (7) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement; and
 - (8) Discovery of a disqualifying debt (state franchise tax, child support, or debt to HHSC or the State of Texas).

14. Agreement Changes, Amendments and Renewals.

- A) **Changes and Amendments.** No change, modification, or amendment to the agreement will be effective until approved in writing by the Parties. This agreement together with any approved amendment(s) to this agreement shall be the controlling instrument in case of any dispute relating to the wording of any portion of the agreement or amendment. In the event of any conflict or contradiction between or among the agreement terms and attachments, the documents shall control in the following order of precedence: (1) The final executed Agreement and all amendments thereto; and (2) The Agreement Exhibits or Attachments, and all amendments thereto.
- B) **Unilateral Amendments.**
 - i. HHSC-OIG reserves the right to make unilateral amendments to this agreement when necessary to:
 - a. Incorporate new or revised Federal, State, or Department laws, regulations, rules, or policies;
 - b. Update service level descriptions or unit rates; or
 - c. Comply with a court order or judgment.
 - d. The unilateral amendment will be effective upon the Local Prosecuting Authority's receipt of a copy of the amendment signed by HHSC-OIG.

15. Provisions for Termination of Agreement and Dispute Resolution.

- A) If the Local Prosecuting Authority fails to provide services according to the terms and conditions of this agreement, HHSC-OIG may, upon written notice of default to the Local Prosecuting Authority, terminate all or any part of the agreement. Termination is cumulative of any other rights and remedies provided by law, agency regulations, or under this agreement excluding pending claims for work performed prior to the termination date.

- B) This agreement may be terminated at any time by mutual written consent. In addition, any party may terminate this agreement by giving thirty (30) calendar days written notice to the other parties. This agreement will be terminated at the end of the thirty (30) calendar day notice period. Nothing in this subsection shall be construed to prohibit immediate termination of the agreement pursuant to subsection A of this section, above.
- C) At the end of the agreement term or other agreement termination, the Local Prosecuting Authority shall in good faith and in reasonable cooperation with the Department, aid in the transition to any new arrangement or provider of services, including the orderly transition of case files/reviews and all other documentation prepared by the Local Prosecuting Authority. The respective accrued interests or obligations incurred to date of termination must be settled equitably.
- D) Dispute Resolution.
- i. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by HHSC-OIG and the parties to attempt to resolve any claim for breach of agreement.
 - ii. A Local Prosecuting Authority's claim for breach of this agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code §§ 2260.051-2260.056. To initiate the process, the Local Prosecuting Authority shall submit timely written notice to the agreement liaison described in Paragraph 9, supra, with a copy to the HHSC Executive Commissioner or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, Government Code, are being invoked. A copy of the notice shall also be given to all other representatives of HHSC-OIG and the Local Prosecuting Authority otherwise entitled to notice under this agreement.
 - iii. Compliance by the Local Prosecuting Authority with subchapter B is a jurisdictional condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Local Prosecuting Authority's sole and exclusive process for seeking a remedy for any and all alleged breaches of agreement by HHSC-OIG if the parties are unable to resolve their disputes through negotiation or mediation.
 - iv. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this agreement by HHSC-OIG nor any other conduct of any representative of HHSC or HHSC-OIG relating to the agreement shall be considered a waiver of sovereign immunity to suit.
 - v. The submission, processing and resolution of the Local Prosecuting Authority's claim is governed by the administrative rules adopted by HHSC pursuant to Chapter 2260, Government Code, as currently effective, hereafter enacted or subsequently amended. The parties shall use the specific procedures set forth in 1 Texas Administrative Code Chapters 391 and 394.
 - vi. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Local Prosecuting Authority, in whole or in part.
- E) In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, Local Prosecuting Authority agrees to pay all expenses of such action, including attorneys' fees and costs if HHSC-OIG is the prevailing Party.

16. Use of Information. The Local Prosecuting Authority, in developing and disseminating information under this agreement, shall:

- A) Retain all rights to copyright, use, reproduce, and distribute any material written or produced solely by the Local Prosecuting Authority, subject to the following confidentiality and indemnity provisions. When the Local Prosecuting Authority develops materials using funds from this agreement, it must grant the state and federal government a royalty-free, non-exclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.
- B) Defend any claim, suit, or proceeding against the State of Texas, HHSC, or HHSC-OIG arising out of

improper disclosure of any confidential, privileged, or protected information or arising out of allegations of other misconduct by Local Prosecuting Authority, its agents, employees, or representatives, and indemnify the state or agency for any liability arising of such proceedings.

- C) The Local Prosecuting Authority shall use reasonable precautions so that access to information relating to its services for HHSC-OIG is limited to those persons within its employ for whom it is necessary and appropriate for purposes of performing the services required under this Agreement.
- D) All work papers, investigative notes, test results, records, reports, findings, policies and procedures, recommendations, data, memoranda or other documents prepared or reviewed by Local Prosecuting Authority pursuant to this Agreement, regardless of their nature and source, are property of HHSC-OIG, and shall be held by Local Prosecuting Authority solely for its convenience and subject to HHSC-OIG's unqualified right to possession, custody and control.
- E) Unless the Local Prosecuting Authority receives express written permission from HHSC-OIG or is compelled to disclose by administrative or judicial process, neither the Local Prosecuting Authority nor any agent or other person within its employ shall disclose: (i) the nature of content of any communications, information, documents, studies, data, or reports in any way relating to the services performed hereunder, (ii) the terms of this Agreement, or (iii) the contents of any reports performed hereunder. The Local Prosecuting Authority understands and agrees that all information and materials compiled by HHSC-OIG in connection with an audit or investigation are confidential by statute and not subject to disclosure under the Public Information Act, discovery request, subpoena, or other means of legal compulsion. A person who receives such information may disclose the information only in accordance with Texas Government Code § 531.1021(g).
- F) The Local Prosecuting Authority shall immediately notify OIG of the occurrence of any of the following events: (i) a request by any person to examine, inspect or copy any work papers, test results, records, findings, recommendations, data, memoranda or other documents prepared by the Local Prosecuting Authority or submitted to it relating in any way to its role as Local Prosecuting Authority under this Agreement; and, (ii) the exhibition or surrender of any such documents in a manner not expressly authorized by OIG.

17. Cooperation with HHSC and state administrative agencies. The Local Prosecuting Authority agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC or OIG. To the extent permitted by OIG's financial and personnel resources, OIG agrees to reasonably cooperate with Local Prosecuting Authority.

Texas Department of Health and Human
Services Commission:

Signature

Printed Name:

Inspector General
Printed Title:

Date:

Local Prosecuting Authority:

Signature

Danny Buck Davidson
Printed Name:

District Attorney
Printed Title:

Date:

12/29/10

Approved:

BY

David Anderson
David Anderson County Judge
Panola County, Texas

PERSONNEL CHANGE REQUEST

Name:

MICHAEL CURETON

Department:

R2B

Position:

TRUCK DRIVER PCT #1

New Position

(if applicable):

OPERATOR PCT #1

Current wage or salary

\$ 13.86

New wage or salary

\$ 14.45

Effective date of change

11/11/11Ronnie L. LeeElected Official/Department Head
Signature1-10-11

Date Signed



Komatsu America Corp.

**ACKNOWLEDGEMENT OF RECEIPT OF COMPANY WARRANTY
AND
AGREEMENT TO CUSTOMER CONSENT- MACHINE MONITORING SYSTEMS**

DATE January 3, 2011DISTRIBUTOR Waukesha-Pearce Industries, Inc.CUSTOMER NAME: Panola CountyADDRESS 3106 N Hwy 42 Kilgore, Tx 75662ADDRESS 1120 E Sabine St.
Carthage, Tx 75633

SALES OR LEASE CONTRACT NUMBER _____

January 03, 2011GD655-3E0DATE OF CONTRACT/DELIVERY
51660COMPLETE MACHINE MODEL
SAA6D114E-3MACHINE SERIAL NO. (PRODUCT IDENTIFICATION NO.)
26854921

ENGINE MODEL _____

ENGINE SERIAL NO. _____

STANDARD COVERAGE FOR THIS UNIT IS AS NOTED AND CHECKED BELOW:

- 1) ☒ 1 year, unlimited hours (max of 8700 SMR)
 2) ☐ 3 years, 3000 hours max.
 3) ☐ Others as defined- _____ mo/yrs/hrs

**BASIC WARRANTY PERIOD ONLY – ONE (1) YEAR, UNLIMITED HOURS
DOES NOT INCLUDE KOMATSU ADVANTAGE PROGRAM (EXTENDED COVERAGE)**

I, Panola County have read and understand all of the terms and conditions of the attached Company Warranty Certificate which forms a part of my contract or lease. I understand that the expiration of the warranty as established on the said Warranty Certificate is established on the Machine's total use, and warranty conditions cannot be adjusted in any form for and in consideration of prior use.

DISTRIBUTOR'S SIGNATURE _____

X David L. Anderson
CUSTOMER'S SIGNATURETITLE Warranty AdministratorTITLE X County JudgeCOMPANY NAME Panola County
COMPANY ADDRESS Carthage, Tx

AGREEMENT TO CUSTOMER CONSENT - MACHINE MONITORING SYSTEMS

(Reference sheet 7 of 7)

I, Panola County also acknowledge that I have read, understand and agree, and provide my consent, personally and on behalf of my Company, to the terms and conditions of the attached "Customer Consent - Machine Monitoring Systems." I certify that I am authorized to sign this agreement.

CUSTOMER NAME Panola CountyCUSTOMER'S SIGNATURE X David L. AndersonNAME (Please Print) X David L. AndersonTITLE X County JudgeCOMPANY NAME Panola CountyCOMPANY ADDRESS Carthage, TxEMAIL ADDRESS X david.anderson@co.panola.tx.us

WHITE (1 of 7) COMPANY SERVICE COPY
 YELLOW (2 of 7) DISTRIBUTOR COPY
 TAN (3 of 7) CUSTOMER COPY

KAC516100-11 4/07

1 of 7



Komatsu America Corp.
One Continental Towers
1701 W. Golf Road
Rolling Meadows, IL 60008

CUSTOMER CONSENT / KOMTRAX

By signing below, Customer acknowledges and agrees the following with respect to the machine(s) listed below, as well as with respect to any other machines Customer owns, leases or otherwise uses that are equipped with Komatsu's KOMTRAX System (KOMTRAX).

Customer acknowledges that each machine is equipped with KOMTRAX. KOMTRAX is an equipment data tracking and monitoring system to manage information on utility, construction and mining machines. Such data may include details on machine location, usage and diagnostic information. The information collected through KOMTRAX is transmitted to Komatsu by means of automatic transmission, such as by satellite or other wireless means.

Customer consents to the collection, transmission and sharing of the information described above, and authorizes Komatsu America Corp. ("Komatsu"), its affiliates, subsidiaries and distributors to gather, process and use, without limitation, the information developed or collected by or in connection with the KOMTRAX. Customer acknowledges and agrees that all information developed or collected by or in connection with KOMTRAX shall be Komatsu's exclusive property, except for information provided by Customer, or on Customer's behalf, with respect to Customer's machines. Customer hereby grants to Komatsu a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable right to exercise the copyright and other rights that Customer may have in any information collected by or in connection with KOMTRAX for Komatsu, Komatsu affiliate, and Komatsu distributor business purposes, and for any other purposes, in any media now known or not currently known. This may include sharing of such information with select third parties and business partners.

Customer is responsible for performing any actions that are required by local law or regulation with respect to the collection and use of this information in the above manner, including, but not limited to, any required notification of employees or other parties of the collection and use of the information.

In the event of sale or other transfer of the machines associated with any KOMTRAX units, Customer agrees to provide Komatsu with thirty (30) days advance written notice thereof. Customer further agrees that it will not sell a KOMTRAX unit or any machine containing a KOMTRAX unit unless the transferee consents to the terms hereof.

CUSTOMER NAME: Parola County

Signature: X David L. Anderson

Name (Please Print) X David L. Anderson

Title: X County Judge

Date: X 1-10-11

WPI Branch: Kilgore

Machine(s) purchased:

Serial Number: 51660

Serial Number: _____

Serial Number: _____

Serial Number: _____

[add additional Serial Numbers as needed]

USER

June 2, 2006

Komatsu America Corp. -- Komtrax Service -- Terms of Use

AGREEMENT BETWEEN CUSTOMER USER AND KOMATSU AMERICA CORP.

This Agreement ("Agreement" or "Terms of Use") contains the complete terms and conditions governing your use of the Komtrax Units, Komtrax program, software and Web Site located at <https://www.komtrax.co.jp/kac/ww/login.aspx.com>, or at such other Internet address or Internet addresses as we shall designate from time to time, and related services (collectively, the "Service", as further described below). As used in this Agreement: (i) "we" "us", "our", or "KAC" refers to Komatsu America Corp., a Georgia corporation; (ii) "you", "your" or "User" refers to the person entering into this Agreement and using the Service; (iii) "Customer" refers to the person, company or other legal entity that employs you or that you are providing services to, and that has authorized you to use the Service on its behalf and has provided you with a username and password to use the Service; (iv) "Web Site" or "Site" refers to all viewable pages (including page headers, custom graphics, button icons, links and text), underlying program code, and accompanying Service and system features and documentation of the internet web site made available by us for use of the Service; and (v) "Software" shall mean the software provided with, or embedded in, the Komtrax Unit, the software contained in or underlying the Web Site, and the Komtrax information system software, including message processing software, databases, Customer interfaces, user displays and engineering tools; (vi) "Komtrax Unit" shall consist of equipment used by an end user to provide access to the Komtrax System, which equipment has been "type-approved" by or on behalf of KAC and to which a physical serial number, device control number, associated radio identification codes and/or system address have been assigned by KAC, together with components that may include a battery, GPS receiver, antenna, embedded software and the cabling necessary to connect the foregoing components, in each case for installation and/or use on a unit of construction, mining or utility equipment.

By registering as a User to use the Service by clicking "AGREE" to this Agreement, or by signing a hard copy of this Agreement, you agree to use the Service in a manner consistent with all applicable laws and regulations and follow and be bound by these terms and conditions. You are permitted to use, reproduce and display materials on the Site or provided by the Service as set forth below only upon the condition that you accept all of the terms contained in this Agreement.

Description of Service

The Service, as further described in this Agreement and on the Web Site, including updates and other changes that may be posted on the Web Site or otherwise provided to the Customer by us from time to time, includes KAC's Komtrax system, which is an equipment data tracking and monitoring system to manage information on utility, construction and mining machines ("Komtrax System"). Komatsu will provide you with access to these resources and tools, and related reports, in accordance with this Agreement and the agreement between Customer and us with respect to the Service (the "Customer Agreement"). You shall use the Service to process only Customer data for equipment that Customer owns, leases or operates and data for equipment Customer rents or leases to others. We may limit your access to the data and the Service (or any portions thereof) at any time without notice, in our sole discretion.

Passwords and Use

Your username and password must be used each time to access the Service. You agree not to disclose or otherwise make your username or password available to any other person. You are responsible for maintaining the security of your username and password and agree that you are solely responsible for any breach or unauthorized access to the Service using them. You agree that we or Customer can cancel your username and password and access to the Service at any time without notice. You further agree that upon any voluntary or involuntary termination of your employment with, or services for, Customer, or cancellation of your username and password, you will not use, in any fashion, your username and password to access the Service, or otherwise access the Service or use any information received from the Service. You also agree that you shall comply with all terms and conditions applicable to Customer's use of the Service.

License and Intellectual Property

KAC has granted Customer a license to use the Service, and at the Customer's request is permitting you to use the Service on Customer's behalf in accordance with this Agreement and the Customer Agreement. This right is personal to you and it may be revoked for violation of these agreements. You may use any reports only for Customer's internal business purposes in compliance with all applicable laws, regulations, and ordinances, and you may not sell, assign, rent, lease, license, grant a security interest in or otherwise grant or transfer any rights you may have to use the Service. You may not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of the Service (including, but limited to, the Software and Web Site) or any

hardware or software provided by KAC with respect to the Service, except, and only to the extent, if any, that such activity is permitted by applicable law notwithstanding this limitation. If you fail to comply with the terms of this Agreement or the Customer Agreement, KAC may revoke your access and use of the Service and terminate this Agreement at any time. KAC reserves all of its rights in the Service and in the Software, images, text, its corporate trade names and trademarks and all of its other intellectual property rights.

You acknowledge that all data developed or collected by us or on our behalf, or through the Service including, but not limited to, after the termination hereof (including aggregate data of yours, Customer and other customers) in connection with the operation of the Service shall be our exclusive property, except for data (excluding aggregate data) provided by, Customer, or on behalf of Customer, with respect to Customer's machines. To enable us and our distributors and affiliates to use any information provided by you in connection with the operation of the Service without violating any rights that you may have in the information, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicenseable right to exercise the copyright and other rights that you may have in such information for KAC and KAC distributor and affiliate business purposes, and for any other purposes, in any media now known or not currently known. Without limiting the generality of the foregoing, you acknowledge and agree that KAC is entitled to retain and use free of charge the tracking and monitoring data obtained through your use of the Service under this Agreement for such purposes as it shall in its sole discretion determine, including, without limitation for its affiliates, distributors and select third parties and business partners.

User Conduct

You shall not perform, permit, or allow any abuse or fraudulent or unlawful use of the Service or use the Service for any fraudulent, unlawful or abusive purpose. Abuse and/or unlawful or fraudulent use of the Services includes, but is not limited to:

- (i) Accessing, altering or interfering with the communications and/or information of the Service, including, but not limited to, by rearranging, tampering or making an unauthorized connection with the Service, or any facilities related thereto, or attempting, allowing or assisting any other person, to do the foregoing; and/or
- (ii) Using the Service in such a manner so as to interfere unreasonably with the use of the Service by other persons.

You shall use the Service in accordance with applicable laws, rules and regulations, including, but not limited to, those of any applicable governmental authority or agency, including, without limitation, the Federal Communications Commission. You acknowledge that the Service may require licenses or other approvals from applicable governmental authorities, and agree that you shall use the Service only in accordance with this Agreement and such governmental licenses and approvals.

You shall use the Service only within the United States and Canada. You will only use a Komtrax Unit (or other similar unit approved by us in our sole discretion) in connection with the Service.

While using the Service, you represent and agree that any information you upload, post, e-mail, publish, reproduce, disseminate, make available, distribute or otherwise transmit and your use of the Service:

- (i) will not be unlawful, threatening, harmful, abusive, defamatory, fraudulent, harassing, tortious, obscene, pornographic, libelous, racist, invasive of another's privacy, or contain otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would give rise to civil liability or constitute illegal activity;
- (ii) will not violate any contractual or fiduciary relationships, including, without limitation, with respect to inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements;
- (iii) will not infringe any copyright, patent, trademark, service mark, trade name, trade secret or other proprietary or confidentiality rights of any third party;
- (iv) will not contain unauthorized advertising, bulk e-mails, promotional materials, chain letters, pyramid schemes, investment opportunities, "junk mail," "spam," or any other similar unsolicited commercial communications, solicitations or offers for sale of goods or provision of services, except for reasonable communications in connection with the Service;
- (v) will not contain a virus, worm, Trojan Horse, Easter Egg, or other harmful component or instruction designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications; and/or

(vi) will not intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, antitrust laws, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, American Stock Exchange or the NASDAQ, and any regulations having the force of law.

Modification

We may modify or discontinue, temporarily or permanently, the Service (or any part thereof) at any time in our sole and exclusive discretion. We may also modify any of the terms and conditions contained in this Agreement, in our sole and exclusive discretion, by a posting on the Web Site, sending an e-mail notification, pop-up window or regular mail setting forth such change or directing you to a change notice or a new agreement on our Site. Such notifications shall become effective after they have been on our Site for ten (10) days, or ten (10) days after such notice was sent, whichever is earlier. If any modification is unacceptable to you, you may terminate this Agreement and that is your sole remedy. Your continued use of the Service following that period will constitute binding acceptance of the change. You agree that KAC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Proprietary Information and Confidentiality

You expressly acknowledge and agree that the entire right and title to the Service and the Software, including but not limited to all copyright, trade secret and other intellectual or proprietary rights in and to the Service and the Software is, and shall remain, with KAC. KAC has the exclusive right to protect the Software by copyright enforcement procedures or otherwise. You shall not remove any copyright notices or any confidential or proprietary legends from the Software or the Service.

You agree not to disclose any of our confidential information, except you may disclose the output data only to specified (by Customer) employees or agents of Customer, who, you understand, are also bound by confidentiality and non-use obligations, and you may allow third parties to view screen displays of the Service. Confidential information includes all competitive, sensitive or secret business, marketing, technical or other similar confidential information belonging to, or licensed to, KAC and disclosed to you as part of, or in connection with the Service, including, without limitation, any and all hardware, software (including the Software) and related documentation, report formats, menu features and any technical information relating thereto. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known by you free of restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

Security

Although we use what we consider to be reasonable security measures, we are not responsible for any data loss, corruption or exposure that may occur, or damages arising therefrom, in the course of your access or use of the Service or otherwise in connection with the Service.

Term of the Agreement

The term of this Agreement will become effective upon our acceptance of your registration and will end when terminated by either party, upon the termination of the Customer Agreement, or upon the termination or discontinuance of the Service. If not otherwise accepted by us electronically or in writing, if you are granted access to the Site your registration has been accepted. Either you or KAC may terminate this Agreement at any time, with or without cause, by giving the other party fifteen (15) days' written notice of termination. Upon termination of this Agreement, all rights granted to you under this Agreement shall terminate immediately and you shall cease all use of the Komtrax Units and the System. In addition, we may immediately terminate or suspend your use of the Service, if you provide us with false or misleading information, or breach this Agreement.

Disclaimer of Warranties

THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE WEB SITE AND ITS CONTENTS, IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, KAC DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE CONTENT, TECHNOLOGY, SERVICES, OR PRODUCTS THAT KAC OR ANY OTHER THIRD PARTY PROVIDES OR SELLS, AND KAC EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SAME. WITHOUT LIMITING THE FOREGOING, NO WARRANTY IS GIVEN THAT THE SERVICE OR ANY INFORMATION WE PROVIDE TO YOU WILL BE UNINTERRUPTED OR ERROR FREE. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

You understand and agree that KAC does not warrant that the Service will be secure or be continuously available, or that information provided will be accurate. You understand and agree that the Service may be suspended for extended periods of time or terminated at any time. KAC will not be liable for the consequences of any interruptions suspensions or terminations or for inaccurate information. You further understand that you are responsible for password control.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT KAC, ITS AFFILIATES, DISTRIBUTORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, BUSINESS INTERRUPTION, COMPUTER INTERRUPTION, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY KOMTRAX UNITS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES AND GOODS RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) FAILURE BY YOU TO PROVIDE ANY NOTICES REQUIRED HEREUNDER; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IF THIS LIMITATION OF LIABILITY OR THE DISCLAIMER OF WARRANTY SET FORTH HEREIN IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN KAC'S, ITS AFFILIATES', DISTRIBUTORS' AND SUPPLIERS' MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, SHALL BE LIMITED TO \$1,000 (ONE THOUSAND DOLLARS). Some jurisdictions do not allow the limitation or exclusion of consequential or incidental damages, so some of the foregoing limitations may not apply to you.

Indemnification

Without limiting the generality or effect of other provisions of this Agreement, as a condition of the use of the Service, you agree to indemnify, hold harmless, and defend us and our officers, directors, affiliates, distributors, subcontractors, agents and employees against all liabilities and damages (including reasonable attorneys' fees) incurred or allegedly incurred by us in connection with any third party claims arising out of your use of the Service and/or engagement in transactions in connection therewith, including, but not limited to, failure of any products or services to meet specifications, breach of warranty, intellectual property infringement and bodily injury or personal property damage.

Force Majeure

KAC will not be liable for failure to perform under this Agreement, including, but not limited to, if such failure is caused by Internet outages, failure of suppliers, vendors or service providers, earthquakes, satellite or other communications outages, flood, war, fire, an act of God, of war or terrorism or the occurrence of any other event beyond the reasonable control of KAC.

No Unintentional Waiver

This Agreement constitutes the entire agreement between KAC and User with respect to the Service and supersedes all prior agreements between KAC and User related to the Service. KAC's failure to enforce any provision of this Agreement will not be construed as a waiver of any provision or right.

Statute of Limitations

You agree that notwithstanding any statute or law to the contrary, that any claim or action by you arising out of or relating to the use of the Service must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties hereto, nor shall either party have the right, power, or authority to assume, create, or incur any expense or obligation, on behalf of the other party, except as expressly provided herein.

Notices

Notices to you shall be in writing and may be made via email, regular mail or posting such notices on the Web Site. Except as otherwise explicitly stated in this Agreement, any notices shall be given by email to

komtrax@komatsuna.com (in the case of notices by you to KAC) or to the email address that you provide to KAC during the registration process. Notice shall be deemed given twenty-four (24) hours after any email is sent, unless, in the case of notice to KAC, you are notified within such 24-hour period that our e-mail address is invalid. Alternatively, notice may be given by recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to Komatsu America Corp., One Continental Towers, 1701 W. Golf Road, Rolling Meadows, IL 60008, Attention: General Counsel, or to you at the address provided to KAC during the registration process, or to such other address as either party shall specify in a notification in accordance with this paragraph. In such case, notice shall be deemed given when received or five (5) days after mailing in the manner specified.

Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, United States of America without regard to conflicts of law rules. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be brought in the federal or state courts located in the city of Chicago, Illinois. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of Illinois in any matter to be submitted to any such court pursuant hereto.

Severability

In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect.

Assignment

You may not assign this Agreement without KAC's prior written consent. Any attempted assignment without KAC's consent shall be void and without effect and shall result in our right to immediately terminate this Agreement and the license rights granted herein without further obligation to you. KAC reserves the right to assign this Agreement to any third party including any party that acquires all or substantially all of KAC's assets or equity. This Agreement and the rights and obligations of each of us under it will be binding on our respective successors and assigns.

Survival

The provisions of this Agreement, including, but not limited to, the indemnification, disclaimer of warranties, limitation of liability and confidentiality provisions, and the license to data granted to KAC, KAC's affiliates and KAC distributors hereof, as well as any other provisions that by their sense and context are intended to survive performance by either or both parties, shall also survive the completion, expiration, termination or cancellation of this Agreement.

General

This Agreement, together with any documents or Web pages incorporated herein, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof. The headings in this Agreement are included for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

x David L. Anderson

(Signature)

x David L. Anderson - County Judge

(Name and Title - Printed)

(Best Contact)

x 903 693-3763

(Best Contact Phone Number)

PANOLA COUNTY

(Organization)

CARTHAGE, TX

(Address)

x 1-10-2011

(Date)

x PANOLARB@ATT.NET

(Email Address)

(Circle Type of Industry)

3 rd Party	Rent	AGR	Energy
Forest	Infrastructure	Manufacture	
Mining	Non-Res	Quarry	
Recycle	Resale/Auction	Residential	
Transport		Other	

PERSONNEL CHANGE REQUEST

Name: JAMES SCHUCHARDT
Department: R & B
Position: TRUCK DRIVER PCT #1
New Position
(if applicable): OPERATOR PCT #1

Current wage or salary

\$ 13.86
xx

New wage or salary

\$ 14.45
xx

Effective date of change

1/11/11

Pamela L. Grop
Elected Official/Department Head
Signature

1-10-11

Date Signed

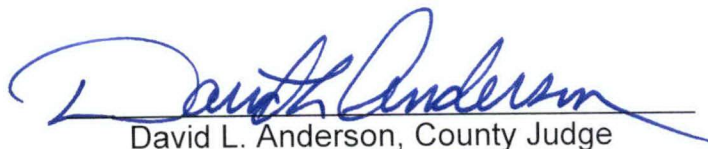
PANOLA COUNTY HISTORICAL COMMISSION**APPOINTMENTS**

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 10th day of January, 2011 do hereby appoint the following persons to the **PANOLA COUNTY HISTORICAL COMMISSION**:

Gloria Adams - P. O. Box 321, Beckville, Texas 75631
Becky Austin - 214 Stevens, Carthage, Texas 75633
Don Austin - 214 Stevens, Carthage, Texas 75633
Corey Bankhead - 1005 Cottage Road, Carthage, Texas 75633
Dal Bounds - 4635 FM 315, Carthage, Texas 75633
Jeanette Bounds - 4635 FM 315, Carthage, Texas 75633
Bob Dierkes - 1260 CR 184, Carthage, Texas 75633
Paulette Goree - P. O. Box 54, Beckville, Texas 75631
Geraldine Graves - 3074 U.S. 59 S, Gary, Texas 75643
Carl Hedges - 809 Beverly, Carthage, Texas 75633
Elizabeth R. Hedges - 809 Beverly, Carthage, Texas 75633
Joe Hough - 183 Parker Lane, Carthage, Texas 75633
Janell Hough - 183 Parker Lane, Carthage, Texas 75633
Elinor Humphreys - P. O. Box 604, Carthage, Texas 75633
Larry Hunt - 1087 CR 101, Carthage, Texas 75633
Ruth Hunt - 1087 CR 101, Carthage, Texas 75633
Becky Jones - 1020 Edith, Carthage, Texas 75633
Marylee Knight - P. O. Box 576, Carthage, Texas 75633
Kay Mauritzen - 2372 FM 1970, Carthage, Texas 75633
Ernestine McGensy - 1036 CR 164, Longbranch, Texas 75669
Sue Oliphant - P. O. Box 1155, Carthage, Texas 75633
Pat Porter - 1408 Crescent, Carthage, Texas 75633
Ida Nell Sharp - 875 CR 307, DeBerry, Texas 75639
Robbie Sutlive - 551 CR 310, DeBerry, Texas 75639

Said terms commence January 10, 2011 and end January 10, 2013.

PASSED UNANIMOUSLY this 10th day of January, 2011 in Open Court.



David L. Anderson, County Judge