### MEETING OF COMMISSIONERS' COURT OF PANOLA COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 28<sup>TH</sup> DAY OF FEBRUARY, 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 record the employment of Joshua Nagle as a Communications Officer with the Panola County Sheriff's Department effective February 19, 2011 at the rate of \$13.51 per hour.
- b. To record the resignation of Shaladrian Jones as a Communications Officer with the Panola County Sheriff's Department effective February 18, 2011.
- c. To record a change in status of employment for Catherine Smith from 911 Rural Addressing Assistant to 911 Rural Addressing Office Coordinator effective March 1, 2011 at the rate of \$15.13 per hour.
- d. To record the retirement of Mary Lee Knight as 911 Rural Addressing Office Coordinator, effective February 28, 2011.

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### ROAD & BRIDGE

a. None.

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#### MISCELLANEOUS

- a. To authorize the County Auditor to advertise for sealed bids for the Installation of a Solar Electrical Power System and a Solar Water System at the Panola County Jail. Bid specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids to be opened at a Special Session of the Commissioners' Court scheduled for Monday, March 28, 2011 at 9:00 o'clock a.m.
- b. To record The Office of the Attorney General Of Texas, Certificate of Completion on the Texas Open Meetings Act for Panola County Commissioner, Precinct #2 John Gradberg.
- c. To approve and record Federal Annual Equitable Sharing Agreement and Certification Report between the Federal Government, Panola County Sheriff's Department and Panola County for Fiscal Year ending December 31, 2010.
- d. To approve and record Federal Annual Equitable Sharing Agreement and Certification Report between the Federal Government, Panola County Criminal District Attorney's Office and Panola County for Fiscal Year ending December 31, 2010.
- e. To approve and record Federal Annual Equitable Sharing Agreement and Certification Report between the Federal Government, Panola County Constable Precinct #1 and #4's Office and Panola County for Fiscal Year ending December 31, 2010.
- f. To approve and record Federal Annual Equitable Sharing Agreement and Certification Report between the Federal Government, Panola County Constable Precinct #2 and #3's Office and Panola County for Fiscal Year ending December 31, 2010.
- g. To record Panola County Sheriff's Department's report on Racial Profiling for Year 2010 as required by SB 1074.

### **REQUESTS FOR CONFERENCE ATTENDANCE**

- a. To approve and record a Request for Attendance at a Conference for the following Panola County elected official(s)/employee(s): None.
- 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 a preliminary plat for the Majestic Oaks Subdivision.

VOL.

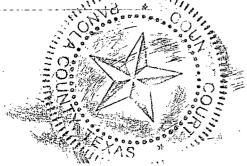
- 7. To appoint Dr. Dale Reed, Pastor Carl Anderson, Ms. Fatha Burchette, Reverend Steve Jackson, and Reverend Mervyn Scott to the Sexually Oriented Business Order, Permit and License Appeal Board for a one year term commencing February 28, 2011 and ending February 28, 2012.
- 8. To discuss and act upon awarding previously opened proposal for an Automated Ad Valorem Tax Collection System for the Panola County Tax Assessor-Collector's Office to Pritchard & Abbott, Inc.; and to discuss and act upon approving Contract for Data Processing Services for period commencing April 1, 2011 and ending March 31, 2013.
- 9. To declare the following seized vehicles as surplus property: one (1) 2000 Chevrolet, Vin #1GNDM19W6YB185388; one (1) 2002 Dodge, Vin #1D7HA16NX2J161256; and one (1) 2004 Ford, Vin # 2FTRX17W74CA72878.
- 10. To discuss and act upon authorizing the County Judge to accept a proposal from Pump Masters, Inc. Of Texas for the purchase and installation of a 10 key fuel pump at the Panola County Road & Bridge Dept.
- 11. To approve Amendment #3 to the Panola County Pre-Tax Benefits Plan Article III, Section 3.3.

### ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 24<sup>TH</sup> DAY OF FEBRUARY, 2011 AT 2:45 O'CLOCK P.M.

CLARA JONF OUNTY CLERK PANOL XAS Bv: Deputy 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 24TH DAY OF FEBRUARY, 2011 AT 2:45 O'CLOCK P.M.



Anes CLARA JONES. CO UNTY CLERK PANOLA COUNTY, Deputy By: 、

74 PAGE 457

FILED FOR RECORD IN MY OFFICE AT <u>//:30</u> O'CLOCK <u>A</u>M

MAR 14 2011

CLARA JONES COUNTY CLERK, PANGLA COUNTY, TEXAS ByClana DEPUTY

The State of Texas The County of Panola

On this the 28th day of February 2011 A.D. the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson Ronnie LaGrone John Gradberg Hermon 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:

Paige Cavalcante, a representative with Devon/Dawson Geo-Physical gave an update on the 3D Seismic Project going on in Panola County. Phase one (1) will be completed in March.

2. COMMISSIONERS' REPORTS:

Commissioner Ronnie LaGrone reported the Livestock Show was a big success.

3. COUNTY JUDGE'S REPORT:

There was no County Judge's Report.

4. CONSENT ITEMS:

### PERSONNEL

a. To record the employment of Joshua Nagle as a Communications Officer with the Panola County Sheriff's Department effective February 19, 2011 at the rate of \$13.51 per hour.

b. To record the resignation of Shaladrian Jones as a Communications Officer with the Panola County Sheriff's Department effective February 18, 2011.

c. To record a change in status of employment for Catherine Smith from 911 Rural Addressing Assistant to 911 Rural Addressing Office Coordinator effective March 1, 2011 at the rate of \$15.13 per hour.

d. To record the retirement of Mary Lee Knight as 911 Rural Addressing Office Coordinator, effective February 28, 2011.

a. None.

### **ROAD & BRIDGE**

### MISCELLANEOUS

To authorize the County Auditor to advertise for sealed bids for the Installation of a. a Solar Electrical Power System and a Solar Water System at the Panola County Jail. Bid specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids to be opened at a Special Session of the Commissioners' Court scheduled for Monday, March 28, 2011 at 9:00 o'clock a.m.

To record The Office of the Attorney General Of Texas, Certificate of b. Completion on the Texas Open Meetings Act for Panola County Commissioner, Precinct #2 John Gradberg.

To approve and record Federal Annual Equitable Sharing Agreement and c. Certification Report between the Federal Government, Panola County Sheriff's Department and Panola County for Fiscal Year ending December 31, 2010.

To approve and record Federal Annual Equitable Sharing Agreement and d. Certification Report between the Federal Government, Panola County Criminal District Attorney's Office and Panola County for Fiscal Year ending December 31, 2010.

To approve and record Federal Annual Equitable Sharing Agreement and e. Certification Report between the Federal Government, Panola County Constable Precinct #1 and #4's Office and Panola County for Fiscal Year ending December 31, 2010.

To approve and record Federal Annual Equitable Sharing Agreement and f. Certification Report between the Federal Government, Panola County Constable Precinct #2 and #3's Office and Panola County for Fiscal Year ending December 31, 2010.

To record Panola County Sheriff's Department's report on Racial Profiling for Year 2010 as required by SB 1074.

### **REQUESTS FOR CONFERENCE ATTENDANCE**

To approve and record a Request for Attendance at a Conference for the following Panola County elected official(s)/employee(s): None.

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

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

Commissioner Ronnie LaGrone moved and Commissioner John Gradberg 5. 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.

Mr. William Bryan came before the Court with a brief report on the new 6. Subdivision located on the West side of Stateline Road one mile South of Bethany. After a short discussion, Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to approve a preliminary plat for the Majestic Oaks Subdivision. The motion passed unanimously.

Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone 7 seconded the motion to appoint Dr. Dale Reed, Pastor Carl Anderson, Ms. Fatha Burchette, Reverend Steve Jackson, and Reverend Mervyn Scott to the Sexually Oriented Business Order, Permit and License Appeal Board for a one year term commencing

VOL. 74 PAGE 459

February 28, 2011 and ending February 28, 2012. The motion passed unanimously. SEE COPY OF APPOINTMENTS ATTACHED.

8. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to award previously opened proposal for an Automated Ad Valorem Tax Collection System for the Panola County Tax Assessor-Collector's Office to Pritchard & Abbott, Inc.; and to approve Contract for Data Processing Services for period commencing April 1, 2011 and ending March 31, 2013. The motion passed unanimously. SEE COPY OF PROPOSAL AND CONTRACT ATTACHED.

9. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to declare the following seized vehicles as surplus property: one (1) 2000 Chevrolet, Vin #1GNDM19W6YB185388; one (1) 2002 Dodge, Vin #1D7HA16NX2J161256; and one (1) 2004 Ford, Vin # 2FTRX17W74CA72878. The motion passed unanimously.

10. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to authorize the County Judge to accept a proposal from Pump Masters, Inc. Of Texas for the purchase and installation of a 10 key fuel pump at the Panola County Road & Bridge Dept. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

11. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to approve Amendment #3 to the Panola County Pre-Tax Benefits Plan Article III, Section 3.3. The motion passed unanimously. SEE COPY OF AMENDMENT ATTACHED.

The meeting was then adjourned.

Dated this the 28<sup>th</sup> day of February, 2011.

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

ATTEST:

Clara Jones, County Clerk, Panola County, Texas

Commistioners Court Meeting Feb: 28, 2011 VOL 1. fal N. R. Tyon Bym Me Wille 2 4 PAGE 3. 4 461 5. Buchy Barlish 6. Kevin Cook 7. Payl cook

# CONSENT

# ITEMS

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JACK ELLETT SHERIFF

# PANOLA COUNTY SHERIFF'S DEPARTMENT

February 17, 2010

The Honorable David Anderson

Panola County Judge 110 S. Sycamore Carthage, Texas 75633

Judge Anderson:

Please record the employment of Joshua Nagle as a Communications officer with Panola County Sheriff's Office. Effective February 19, 2011 at a rate of \$13.51 an hour.

Sincerely

Jack Ellett

JE/cs CC: Sidney Burns Gloria Portman 314 W. WELLINGTON CARTHAGE, TX 75633 (903) 693-0333 FAX (903) 693-9366



JACK ELLETT SHERIFF

# PANOLA COUNTY SHERIFF'S DEPARTMENT

February 17, 2010

The Honorable David Anderson

Panola County Judge 110 S. Sycamore Carthage, Texas 75633

Judge Anderson:

Please record the resignation of Shaladrian Jones as a Communications Officer as of February 18, 2011.

Sincerely,

Jack Ellett Sheriff

JE/cs CC: Sidney Burns Gloria Portman



VOL. 74 PAGE 465

### Panola County Commissioners

County Courthouse 110 S. Sycamore Street, Room 102-A Carthage, Texas 75633 (903) 693-0385 Fax: (903) 693-0342

February 22,2011

Panola County Commissioner's Court

Change the status of Catherine Smith from 911 Rural Addressing Assistant to 911 Rural Addressing Office Coordinator with a hourly pay increase to \$15.13 per hour, effective March 1, 2011.

Sincerely, onnie Sa Drone

**Ronnie LaGrone** 

RL/jr

VOL. 74 PAGE 466



### Panola County Commissioners

County Courthouse 110 S. Sycamore Street, Room 102-A Carthage, Texas 75633 (903) 693-0385 Fax: (903) 693-0342

February 23, 2011

Panola County Commissioner's Court

Please record the retirement of Mary Lee Knight, 911 Rural Addressing Office Coordinator, effective February 28,2011.

Sincerely,

Ronne Sa Grone

**Ronnie LaGrone** 

RL/jr

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### PANOLA COUNTY, TEXAS

### INVITATION TO BID

**RETURN BID TO:** 

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

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

Sealed bids shall be received no later than:

### 9:00 A.M., MONDAY, MARCH 28, 2011

### MARK ENVELOPES

### "INSTALLATION OF A SOLAR ELECTRICAL POWER SYSTEM AND A SOLAR WATER HEATING SYSTEM AT THE PANOLA COUNTY JAIL"

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

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

Any questions concerning this Invitation to Bid and specifications should be directed to Panola County Judge's Office at (903) 693-0391.

Signature

### **INSTRUCTIONS/TERMS OF CONTRACT**

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

### "INSTALLATION OF A SOLAR ELECTRICAL POWER SYSTEM AND A SOLAR WATER HEATING SYSTEM AT THE PANOLA COUNTY JAIL"

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 a.m., Monday, March 28, 2011

Mark Envelopes:

### "INSTALLATION OF A SOLAR ELECTRICAL POWER SYSTEM AND A SOLAR WATER HEATING SYSTEM AT THE PANOLA COUNTY JAIL"

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

Signature

### INVITATION TO BID INSTRUCTIONS/TERMS OF CONTRACT

FUNDING: Funds for payment will be provided through a grant award for the American Recovery and Reinvestment Act (ARRA) to be made to Panola County. All costs associated with this work must be within the limits of this grant funding. By submitting a bid, contractor understands that payment for work performed is contingent upon County's receipt of ARRA funds.

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

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

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

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

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

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

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

DELIVERY: All delivery and freight charges (FOB Panola County) are to be included in the bid price.

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

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

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

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

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

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service and more specifically with the requirements of ARRA grant award. A copy of the terms, conditions and requirements of this ARRA grant may be obtained upon request and is incorporated herein as part of the bid and award to the successful offeror.

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

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

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

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

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

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

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

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State law. This contract requires compliance with the Labor Standards of the Davis-Bacon Act, as amended (40 U.S.C. §3142).

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT will be made upon Owner's receipt of funds from ARRA per the grant award. Successful bidder is required to pay subcontractors within ten (10) days of payment received by Owner.

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

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

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

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to the Panola County Judge's Office (903) 693-0391.

74 PAGE 473

VOL.

Signature of Bidder

### **BID SPECIFICATIONS**

### 1. SOLAR ELECTRICAL POWER SYSTEM

- A. Provide design and installation for a complete working system, meeting the following requirements:
  - 1) A 21 panel, 4,500 watt photovoltaic polycrystalline solar electric generating system with a high efficiency DC to AC inverter on the roof of the jail.
- 2. SOLAR WATER HEATING SYSTEM
  - A. Provide design and installation for a complete working system meeting the following requirements:
    - 1) A 2031 gallon peak, 1331 gallon average solar thermal hot water system.
- 3. APPLICABLE STANDARDS, REGULATIONS AND CONDITIONS
  - A. Comply with all Federal State and Local laws.
  - B. Comply with all requirements of the American Recovery and Reinvestment Act (ARRA) including but not limited to:
    - 1) A. CIVIL RIGHTS Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.);
    - 2) HANDICAP AND ARCHITECTURAL BARRIERS Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) The Contractor shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code.
    - 3) ENVIRONMENTAL LAW AND AUTHORITIES The Contractor shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508.
    - LABOR STANDARDS The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
       The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
       The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)

- 5) FREEDOM OF INFORMATION ACT (5 U.S.C. 552);
- 6) FAITH-BASED ACTIVITIES Executive Order 13279 of December 12, 2002 -Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141).
- 7) PROPERTY ADMINISTRATION TAC Title 1, Part 5, Chapter 116,
- 8) DRUG-FREE WORKPLACE -- 10 C.F.R. Part 607 Contractors shall comply with the Drug-Free workplace Act of 1988 as applicable, located at <u>http://law.justia.com/us/cfr/title10/10-4.0.1.3.15.html</u>
- BUY AMERICAN ACT 41. U.S.C. 10a-10d
   Contractor shall comply with the Buy American Act as applicable located at: http://www.acquisition.gov/FAR/current/html/subpart%2025\_6.html
- 10) WHISTLEBLOWER PROTECTION ACT OF 1989 5 U.S.C. Section 2302 Contractors shall comply with the Whistleblower Protection Act of 1989 located at: <u>http://uscode.house.gov/uscodecgi/fastweb.exe?getdoc+uscview+t05t08+17</u> <u>9+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%</u> <u>20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20</u>
- 11) STATE CONSTRUCTION GUIDELINES If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.

All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code.

For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007. 2166.003 and 2166.004, <u>http://www.statutes.legis.state.tx.us/?link=GV</u>.

### 4. EXECUTION

- A. Contractor shall perform design and construction services in the most expeditious manner possible with limited disruption to the ongoing operations of the County Jail.
- B. Contractor shall not cause any disruption or shutdown of any system in the jail without giving prior notification to the Jail Administrator or her representative.

- C. Contractor, sub-contractor and all workers may be subject to background checks since this work must be performed inside and around the County Jail. Contact with inmates is strictly prohibited unless directed by the Sheriff's representatives.
- D. All tools, equipments and materials are subject to search by the Sheriff's office prior to entering and upon leaving the jail.
- E. Contractor shall keep the premises clean and free of debris during the installation of the systems and shall remove all unused materials at the completion of the work.
- F. Contractor, at its own expense, shall repair any damage to the jail or any of its components, systems, finishes, etc. caused by the installation of these systems.
- G. No exposed piping, conduit, or other materials may be installed in any area of the jail except in the mechanical platform (attic) or in plumbing chase or on the exterior of the building. Any exterior installations must be aesthetically pleasing and approved by the owner.
- H. Contractor shall provide as-built drawings in PDF format upon completion of the work.
- I. Contractor, at no additional expense, shall prepare all reports required by the ARRA and provide them to the County in a timely manner for the County's submission to the proper authorities.

### **BID FORM AND CONTRACT**

### INSTALLATION OF A SOLAR ELECTRICAL POWER SYSTEM AND A SOLAR WATER HEATING SYSTEM AT THE PANOLA COUNTY JAIL

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

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

Installation of a Solar Electrical Power System and a Solar Water Heating System at the Panola County Jail

\$\_\_\_\_\_

Exceptions to specifications:

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

 SIGNATURE
 COMPANY NAME

 ADDRESS
 CITY
 STATE

 TELEPHONE NUMBER
 DATE

COUNTY JUDGE

• •

DATE

# CERTIFICATE of COURSE COMPLETION

**Open Meetings Act** 

I, **John W. Gradberg**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 18th day of February, 2011.



NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 11-139613M

. <u> </u> t	VOL. 74 PAG	480			
			quitable Sharing Agreement and Certification	TTRS	OMB Number 1123-001 Expires 7-31-201
(	Police Departmen	t (	s Office 🛛 Task Force ( Other (specify)	Complete Table A, p	bage2)
/	Agency Name: Panola	County Sherif	fs Department		
P	NCIC/ORI/Tracking N	umber: T X	1 8 3 0 0 0 0		
S	Street Address: 314 W	. Wellington S	t.		
c	City: Carthage		State: TX	<b>Zip:</b> 75633	
c	Contact: Title: Captair	Fin	rst: Byron	Last: McMillen	
c	Contact: Phone: 903-69	93-0333	E-mail: byron.mcmille	en@co.panola.tx.us	
S	ame as Preparer: First	: Jennifer	Last: Sta	су	
	Contact Preparer: Phon	ne: 903-693-032	20 E-mail: jennifer.	stacy@co.panola.tx.us	
L	ast Fiscal Year End:	12/31/2010	Agency Current Fiscal Y	ear Budget:	\$4,699,691.08
(	New Participant:	Read the Equitab	ble Sharing Agreement (page 4) a	nd sign the Affidavit (pag	je 5)
	Existing Participant:	Complete the Ar and sign the Affi	nnual Certification Report, read th davit (page 5)	ne Equitable Sharing Agre	ement (page 4),
(	Amended Form:	Revise the Annua and sign the Affi	al Certification Report, read the E davit (page 5).	quitable Sharing Agreem	ent (page 4),
-					

# **Annual Certification Report**

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
Federal Sharing Funds Received		
Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
Other Income		
Interest Income Accrued Non-Interest Bearing O Interest Bearing (		
Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
Ending Balance (difference between line 7 and line 6)	\$0.00	\$0.00
	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)         Federal Sharing Funds Received         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)         Other Income         Interest Income Accrued         Non-Interest Bearing (•)         Total Equitable Sharing Funds (total of lines 1 - 5)         Federal Sharing Funds Spent (total of lines a - m below)	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)         Federal Sharing Funds Received         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)         Other Income         Interest Income Accrued         Non-Interest Bearing ()         Total Equitable Sharing Funds (total of lines 1 - 5)         \$0.00         Federal Sharing Funds Spent (total of lines a - m below)         \$0.00

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

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	<b>Treasury Funds</b>
а	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
с	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
1	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$0.00	\$0.00
ο	Did your agency receive non-cash assets? () Yes () No If yes	s, complete Table H, pa	ige 3.

### Please fill out the following tables, if applicable.

#### **Table A: Members of Task Force**

Agency Name		e NCIC/ORI/Tra				RI/Trac	acking Number				
			· · · · ·								

#### Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		·

### **Table C: Equitable Sharing Funds Transferred to Other Agencies**

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VOL. 74 PAGE 481

**Table D: Other Law Enforcement Expenses** 

### **Description of Expense**

Description of Expense	Justice Funds	<b>Treasury Funds</b>

#### Table E: Expenditures in Support of Community-based Programs

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

Recipient	Justice Funds

### Table F: Windfall Transfers to Other Government Agencies

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

Recipient	Justice Funds	<b>Treasury Funds</b>

### **Table G: Matching Grants**

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

Matching Grant Name	Justice Funds	<b>Treasury Funds</b>

### **Table H: Other Non-Cash Assets Received**

Source	Description of Asset	
Justice 🔿		
Treasury 🔿		

### **Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	🗌 Race	Color	National Gender	
	Disability	🗌 Age	Other	

### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

### **Equitable Sharing Agreement**

VOL. 74 PAGE

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page(page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

### **Affidavit - Existing Participant**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? <u>O</u> Yes No

If you answered yes to the above question, complete Table I

Agency Head See 1 2 on page Signature:	Governing Body Head See 1 2 on page Signature: Draw Dr. Growth				
Name: Jack Ellett	Name: David L. Anderson				
Title: Sheriff	Title: County Judge				
Date: 02/22/2011	Date: 02/28/2011				

### Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

### **Final Instructions:**

Step 1: Click to save for your records Step 2: Click to save in XML format Step 3: E-mail the XML file to aca.submit@usdoj.gov Step 4: Fax THIS <u>SIGNED</u> PAGE ONLY to (202) 616-1344



NCIC: TX1830000 Agency: Panola County Sheriff's Department

<sup>O</sup> State: TX Contact: Byron McMillen

Phone: 903-693-0333

E-mail: byron.mcmillen@co.panola.tx.us

VOL. 74 PAGE 485

	5/2	uitable Sharing Greement and Certification	ALL LAND FILL FILL LAND FILL LAND FILL FILL LAND FILL FILL FILL FILL FILL FILL FILL FIL	OMB Number 1123-0011 Expires 7-31-2011
<ul> <li>Police Departmen</li> <li>Prosect</li> </ul>	t OSheriff's Itor's Office	s Office OTask Force	(Complete Table A, p	age2)
Agency Name: Panol	a County Crimin	nal District Attorney		
NCIC/ORI/Tracking N	umber: T X	1 8 3 0 1 5 A		
Street Address: Justic	e Center - Suite	301		
City: Carthage		State: TX	<b>Zip:</b> 75633	
Contact: Title: DA Inv	vestigator Fir	st: Kevin	Last: Jones	
Contact: Phone: 903-6	93-0310	E-mail: kevin.jones@	co.panola.tx.us	
Same as Preparer: Firs	t: Jennifer	Last: St	acy	
Contact Preparer: Pho	ne: 903-693-032	E-mail: jennife	r.stacy@co.panola.tx.us	
Last Fiscal Year End:		Agency Current Fiscal	Year Budget:	\$534,295.00
New Participant:	Read the Equitab	le Sharing Agreement (page 4)	and sign the Affidavit (page	e 5)
• Existing Participant:	Complete the An and sign the Affi	nual Certification Report, read t davit (page 5)	the Equitable Sharing Agree	ement (page 4),
O Amended Form:	Revise the Annua and sign the Affi	al Certification Report, read the davit (page 5).	Equitable Sharing Agreeme	ent (page 4),

## **Annual Certification Report**

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$54,118.70	
Federal Sharing Funds Received		
Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
Other Income		
Interest Income Accrued Non-Interest Bearing O Interest Bearing (	\$599.74	
Total Equitable Sharing Funds (total of lines 1 - 5)	\$54,718.44	\$0.00
Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
Ending Balance (difference between line 7 and line 6)	\$54,718.44	\$0.00
	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)         Federal Sharing Funds Received         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)         Other Income         Interest Income Accrued         Non-Interest Bearing (•)         Total Equitable Sharing Funds (total of lines 1 - 5)         Federal Sharing Funds Spent (total of lines a - m below)	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)       \$54,118.70         Federal Sharing Funds Received       Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)       Other Income         Interest Income Accrued       Non-Interest Bearing () Interest Bearing ()       \$599.74         Total Equitable Sharing Funds (total of lines 1 - 5)       \$54,718.44         Federal Sharing Funds Spent (total of lines a - m below)       \$0.00

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

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

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# 74 PAGE 486

	Summary of Shared Monies Spent	Justice Funds	<b>Treasury Funds</b>
а	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
с	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training	· · · · · · · · · · · · · · · · · · ·	
е	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		· · · · · · · · · · · · · · · · · · ·
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		· · ·
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
1	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		<u> </u>
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$0.00	\$0.00
ο	Did your agency receive non-cash assets? () Yes () No If yes	s, complete Table H, pa	ige 3.

### Please fill out the following tables, if applicable.

#### Table A: Members of Task Force

Agency Name				Agency Name				N	NCIC/ORI/Tracking Number				

### Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

	Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
•	Agency Name:		
	NCIC/ORI/Tracking Number:		· · · · · ·

#### Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines		
Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

۰,

### Table D: Other Law Enforcement Expenses

74 page $48$	1
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Treasury Funde

VOL

**Justice** Funds

Description of Expense

Beschption of Expense	JUDICE I UNUS	incusury runus
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		1
	 <u>الــــــــــــــــــــــــــــــــــــ</u>	

#### Table E: Expenditures in Support of Community-based Programs

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

Recipient	Justice Funds	

### Table F: Windfall Transfers to Other Government Agencies

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

Recipient	Justice Funds	<b>Treasury Funds</b>
		· · · ·

### Table G: Matching Grants

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

Matching Grant Name	Justice Fu	nds Treasury Funds

### Table H: Other Non-Cash Assets Received

Source	Description of Asset	•	
Justice 🔿			
Treasury 🔿			

### Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	Race	Color	National Gender	
	Disability	🗌 Age	Other	

### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

VOL.

### **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page(page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Page 4 of 5

### **Affidavit - Existing Participant**

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the Equitable Sharing Agreement and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Justice and/or Treasury Guides during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?  $\bigcirc$  Yes  $\bigcirc$  No

If you answered yes to the above question, complete Table I

Agency See ¶ 2 on pa		Governing Body Head	
Signature:	Der Lan	Signature:	Louchenderson
Name:	Dan by Buck Davidson	Name:	David Anderson
Title:	Criminal District Attorney	Title:	Panola County Judge
Date:	02/22/2011	Date:	02/28/2011

### Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

### **Final Instructions:**

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



• NCIC: TX183015A Agency: Panola County Criminal District Attorney

0 State: TX Contact: Kevin Jones E-mail: kevin.jones@co.panola.tx.us

VOL. 74 PAGE	Equitable Agreem	e Sharing lent and loation	OTHER OF THE	MB Number 1123-001 Expires 7-31-201
Police Departmer Prosect		Task Force (Co     (specify) Constable	e Pct. 1 & 4	ge2)
Agency Name: Panol	a County Constable Pct 1 &	. 4		
NCIC/ORI/Tracking N	umber: T X 1 8 3	0 2 0 0		
Street Address: 110 S	. Sycamore St			
City: Carthage		State: TX	<b>Zip:</b> 75633	
Contact: Title: Consta	ble First: Kevin	La	ast: Lake	
Contact: Phone: 903-6	93-0385 E-ma	il: kevin.lake@co.pa	anola.tx.us	
Same as <b>Preparer:</b> Firs	t: Jennifer	Last: Stacy		
Contact <b>Preparer:</b> Pho	ne: 903-693-0320	E-mail: jennifer.sta	acy@co.panola.tx.us	
Last Fiscal Year End:	12/31/2010 Agency	Current Fiscal Yea	r Budget:	\$99,106.00
New Participant:	Read the Equitable Sharing Ag	greement (page 4) and	sign the Affidavit (page	5)
• Existing Participant:	Complete the Annual Certifica and sign the Affidavit (page 5		Equitable Sharing Agreer	ment (page 4),
				nt (page 4),

### **Annual Certification Report**

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$2,923.82	
Federal Sharing Funds Received		
Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
Other Income		
Interest Income Accrued Non-Interest Bearing O Interest Bearing (	\$31.47	
Total Equitable Sharing Funds (total of lines 1 - 5)	\$2,955.29	\$0.00
Federal Sharing Funds Spent (total of lines a - m below)	\$160.00	\$0.00
Ending Balance (difference between line 7 and line 6)	\$2,795.29	\$0.00
	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)         Federal Sharing Funds Received         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)         Other Income         Interest Income Accrued         Non-Interest Bearing •         Total Equitable Sharing Funds (total of lines 1 - 5)         Federal Sharing Funds Spent (total of lines a - m below)	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)       \$2,923.82         Federal Sharing Funds Received       ************************************

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA. <sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

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	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
а	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
с	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
е	Total spent on communications and computers	<u> </u>	
f	Total spent on weapons and protective gear	\$160.00	
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)	· · · · ·	
I	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$160.00	\$0.00
0	Did your agency receive non-cash assets? () Yes () No If yes	s, complete Table H, pa	age 3.

#### Please fill out the following tables, if applicable.

#### Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number
· ·	

#### Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

#### Table C: Equitable Sharing Funds Transferred to Other Agencies

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74 PAGE 491

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#### able D: Other Law Enforcement Expenses

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4 PAGE 492

Description of Expense	Justice Funds	Treasury Fund
		· · ·
De E: Expenditures in Support of Community-based Programs Refer to § VIII.A.1.m and Appendix C of the <i>Justice Guide</i>		
Recipient	Justice Funds	
		•
	•	•
	Justice Funds	Treasury Fund
efer to § VIII.A.1.n of the <i>Justice Guide</i> and pp. 25-26 of the <i>Treasury Guide</i>	Justice Funds	Treasury Fund
efer to § VIII.A.1.n of the <i>Justice Guide</i> and pp. 25-26 of the <i>Treasury Guide</i> <b>Recipient</b>	Justice Funds	Treasury Fund
Refer to § VIII.A.1.n of the <i>Justice Guide</i> and pp. 25-26 of the <i>Treasury Guide</i> Recipient Decipient Recipient Recipient	Justice Funds	Treasury Fund
Refer to § VIII.A.1.n of the <i>Justice Guide</i> and pp. 25-26 of the <i>Treasury Guide</i> Recipient Recipient Recipient Recipient	Justice Funds	Treasury Fund
ole G: Matching Grants Refer to § VIII.A.1.h of the <i>Justice Guide</i> and p. 22 of the <i>Treasury Guide</i>		

#### Table H: Other Non-Cash Assets Received

Source	<b>Description of Asset</b>		
Justice 🔿			
Treasury 🔿		· · ·	

#### Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged		
	Race Color National Gender		
	Disability Age Other		

#### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

### **Equitable Sharing Agreement**

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide),* 

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

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# **Affidavit - Existing Participant**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? <u>O</u> Yes **No** 

If you answered yes to the above question, complete Table I

Agency See¶2 on pa		Governing Body Head		
Signature: KBrke		Signature:		
Name:	Kevin Lake	Name:	David Anderson	
Title:	Constable Pct 1 & 4	Title:	County Judge	
Date:	02/22/2011	Date:	02/28/2011	

#### Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

#### **Final Instructions:**

Step 1: Click to save for your records Step 2: Click to save in XML format Step 3: E-mail the XML file to aca.submit@usdoj.gov Step 4: Fax THIS <u>SIGNED</u> PAGE ONLY to (202) 616-1344



State: TX Contact: Kevin Lake

E-mail: kevin.lake@co.panola.tx.us

VOL. 74 PAGE 495

	5/2	quitable S Agreemer Certifica	nt and	Church I and a state of the sta	AB Number 1123-001 Expires 7-31-201	
Police Departmen Prosect	nt OSheriff's utor's Office	$\cup$	Task Force (Cor cify) Constable	nplete Table A, pag Pct 2 & 3	je2)	
Agency Name: Panola	a County Consta	able Pct 2 & 3				
NCIC/ORI/Tracking N	umber: T X	1 8 3 0	3 0 0			
Street Address: 110 S	Street Address: 110 S. Sycamore St					
City: Carthage			State: TX	<b>Zip:</b> 75633		
Contact: Title: Consta	ble Fir	st: Mitch	Las	t: Norton		
Contact: Phone: 903-6	93-0385	E-mail: n	nitch.norton@co.	panola.tx.us		
Same as Preparer: Firs	t: Jennifer		Last: Stacy			
Contact Preparer: Pho	ne: 903-693-032	20 E-n	nail: jennifer.stac	y@co.panola.tx.us		
Last Fiscal Year End:	12/31/2010	Agency Curr	ent Fiscal Year	Budget:	\$96,586.00	
New Participant:	Read the Equitab	ble Sharing Agreer	ment (page 4) and s	ign the Affidavit (page !	5)	
• Existing Participant:	Complete the An and sign the Affic		Report, read the Ec	uitable Sharing Agreen	ient (page 4),	
O Amended Form:	Revise the Annua and sign the Affic		port, read the Equit	able Sharing Agreemen	t (page 4),	

# **Annual Certification Report**

Summary of Equitable Sharing Activity	Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	\$2,596.92	
Federal Sharing Funds Received		
Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
Other Income		
Interest Income Accrued Non-Interest Bearing O Interest Bearing •	\$28.93	
Total Equitable Sharing Funds (total of lines 1 - 5)	\$2,625.85	\$0.00
Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
Ending Balance (difference between line 7 and line 6)	\$2,625.85	\$0.00
	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)         Federal Sharing Funds Received         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)         Other Income         Interest Income Accrued         Non-Interest Bearing ()         Total Equitable Sharing Funds (total of lines 1 - 5)         Federal Sharing Funds Spent (total of lines a - m below)	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)       \$2,596.92         Federal Sharing Funds Received       \$2,596.92         Federal Sharing Funds Received       \$2,596.92         Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)       \$28.93         Other Income       \$28.93         Interest Income Accrued       Non-Interest Bearing (•)         Total Equitable Sharing Funds (total of lines 1 - 5)       \$2,625.85         Federal Sharing Funds Spent (total of lines a - m below)       \$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA. <sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

· · · ·

-	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the <i>Justice Guide</i>		
b	Total spent on overtime		
, C	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		· · ·
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment	· · · ·	
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j.	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
1	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
n	Total	\$0.00	\$0.00
0	Did your agency receive non-cash assets? () Yes () No If y	es, complete Table H, pa	ige 3.

#### Please fill out the following tables, if applicable.

#### Table A: Members of Task Force

Agency Name	· :	NCIC/ORI/Tracking Number
· · .	··· ··· ··· ··· ··· ··· ··· ··· ··· ··	

#### Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring	Agency Name, City, and State	· .	 Justice Funds	<b>Treasury Funds</b>
Agency Name:				
NCIC/ORI/Track	ing Number:		*	

#### Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, C	5 7 1	Justice Funds	Treasury Funds
Agency Name:			
NCIC/ORI/Tracking Number:			

#### Table D: Other Law Enforcement Expenses

VOL.	7 4 PAGE	497
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#### **Description of Expense**

Description of Expense	Justice Fi	Funds Treasury Funds

#### **Table E: Expenditures in Support of Community-based Programs**

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

Recipient		· · · ·	Justice Funds	

#### **Table F: Windfall Transfers to Other Government Agencies**

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

Recipient	Justice Funds	<b>Treasury Funds</b>

#### **Table G: Matching Grants**

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

Matching Grant Name			<b>Justice Funds</b>	<b>Treasury Funds</b>
		· · ·		

#### Table H: Other Non-Cash Assets Received

Source	Description of Asset		
Justice 🔿			
Treasury 🔿			

#### **Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged		
	Race	Color	National Gender
	Disability	Age	Other

#### Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

# VOL. 74 PAGE 498 Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page(page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal Equitable Sharing Program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## **Affidavit - Existing Participant**

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; <u>or</u> (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? <u>O</u> Yes No

If you answered yes to the above question, complete Table I

Agency H	lead
See ¶ 2 on page	ge A
Signature:	M. 7/orton
Name:	Mitch Norton
Title:	Constable Pct 2 & 3
Date:	02/16/2011

Governi	ing Body Head
See ¶ 2 on p	
Signature:	Sauchenderson
Name:	David Anderson
Title:	Panola County Judge
Date:	02/16/2011

#### Subscribe to Equitable Sharing Wire:

The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

#### Final Instructions:

Step 1: Click to save for your records Step 2: Click to save in XML format Step 3: E-mail the XML file to aca.submit@usdoj.gov Step 4: Fax THIS <u>SIGNED</u> PAGE ONLY to (202) 616-1344



• NCIC: TX1830300 Agency: Panola County Constable Pct 2 & 3

O State: TX Contact: Mitch Norton

Phone: 903-693-0385

E-mail: mitch.norton@co.panola.tx.us

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



JACK ELLETT SHERIFF

# PANOLA COUNTY SHERIFF'S DEPARTMENT

February 23, 2011

Panola County County Judge David Anderson Commissioners Court

Dear Sirs:

Please record the attached report pursuant to Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling. The following information is for the Year 2010. The sheriff's office is required to report this information to Texas Commission on Law Enforcement and the Commissioner's Court before March 1<sup>st</sup> of each year.

If you have any questions please feel free to contact our office.

Yours truly,

By 2 Me Millen

Byron L. McMillen Captain

#### **TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT**

Agency Name:	PANOLA CO. SHERIFF'S OFFICE
<b>Reporting Date:</b>	02/23/2011
<b>TCLEOSE Agency Number:</b>	365100
Chief Administrator:	PAUL J. ELLETT
Agency Contact Information:	Phone: 903-693-0333
Agency Contact Information:	Phone: 903-693-0333 Mailing Address:
Agency Contact Information:	
Agency Contact Information:	Mailing Address:

.....

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

PANOLA CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the PANOLA CO. SHERIFF'S OFFICE from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the PANOLA CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the PANOLA CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the PANOLA CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the PANOLA CO. SHERIFF'S OFFICE's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

Page 1 of 3 pages submitted electronically to the

The Texas Commission on Law Enforcement Officer Standards and Education

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

#### I certify these policies are in effect.

Executed by: <u>**PAUL J. ELLETT**</u> Chief Administrator

PANOLA CO. SHERIFF'S OFFICE

Date: 02/23/2011

Page 2 of 3 pages submitted electronically to the

The Texas Commission on Law Enforcement Officer Standards and Education

#### PANOLA CO. SHERIFF'S OFFICEMotor Vehicle Racial Profiling Information

#### Number of motor vehicle stops:

- 1. 192 citation only
- 2. 1 arrest only
- 3. 12 both

4. **205 Total** (4, 11, 14 and 17 must be equal)

#### **Race or Ethnicity:**

- 5 **63** African
- 6. 1 Asian
- 7. 109 Caucasian
- 8. 29 Hispanic
- 9. **3** Middle Eastern
- 10. **0** Native American

11. 205 Total (lines 4, 11, 14 and 17 must be equal)

#### Race or Ethnicity known prior to stop?

- 12. **4** Yes
- 13. 201 No

14. **205 Total** (lines 4, 11, 14 and 17 must be equal)

#### Search conducted?

- 15. 50 Yes
- 16. **155** No

17. 205 Total (lines 4, 11, 14 and 17 must be equal)

#### Was search consented?

- 18.23 Yes
- 19. **27** No

20. 50 Total (must equal line 15)

Page 3 of 3 pages submitted electronically to the

The Texas Commission on Law Enforcement Officer Standards and Education

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# ACTION

# ITEMS

# VOL. 74 PAGE 505Accounts Payable Report

#### COMMISSIONERS' COURT FEB. 28, 2011



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# PC POOL

				· .	
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: A T & T (BASE RAT	ES)				
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903	693-100-491-54200	54.90
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903	693-100-455-54200	54.90
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		1,857.75
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		105.35
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		164.70
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903	· · · · · · · · · · · · · · · · · · ·	93.35
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		68.68
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903	693-100-499-54200	82.44
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
A T & T (BASE RATES)	02.05.11	02/22/2011	BASE RATE BILL-ACCT#903		27.45
		02/22/2011		endor A T & T (BASE RATES) Total:	27.43
			v	endor A T & T (BASE RATES) TOTAL	2,/30.3/
Vendor: A T & T LONG DIST					
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-495-54200	23.22
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-497-54200	5.13
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-477-54200	22.10
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-401-54200	4.55
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-457-54200	3.83
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-491-54200	4.04
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-560-54200	44.47
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-407-54200	6.18
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-409-54200	0.63
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-585-54200	0.38
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-409-54200	0.31
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-435-54200	12.46
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-581-54200	1.15
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-400-54200	14.01
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-570-54200	132.72
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-409-54200	19.65
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	300-629-54430	20.49
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-405-54200	14.94
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-665-54200	15.64
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-450-54200	19.46
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-455-54200	2.67
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-403-54200	10.64
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-465-54200	7.74
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-580-54200	9.92
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-499-54200	9.98
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-426-54200	3.62
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-510-54200	3.22
A T & T LONG DISTANCE	811956048 FEB 2011	02/24/2011	ACCT#369991 FEB 4, 2011	100-575-54200	2.72
Vendor: A T & T			Ven	dor A T & T LONG DISTANCE Total:	415.87
AT&T	FEB 5, 2011	02/18/2011	ACCT#903 693-3763 475 2,	P.O. 300-629-54430	117.00
	. 20 0, 2011	<i>52/ 10/ 2011</i>	AUG (#303 033-3703 4/3 2,	Vendor A T & T Total:	<u> </u>
Vendor: ABC AUTO PARTS-	so				
ABC AUTO PARTS-SO	14-688566	02/22/2011	VELCRO, BLSTR PACK	100-560-54540	4.35
ABC AUTO PARTS-SO	14-689766	02/18/2011	HALOGEN CAPSULE	100-560-54540	7.99
				endor ABC AUTO PARTS-SO Total:	12.34

VOL. 74 PAGE 506



#### COMMISSIONERS' COURT FEB. 28, 2011

PC POOL

# **Accounts Payable Report**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: ADVANCED PEST TEC	HNOLOGY				
ADVANCED PEST TECHNOLOG	02.02.11	02/24/2011	QTRLY SERVICE-AIRPORT	100-407-54150	65.00
ADVANCED PEST TECHNOLOG	FEB 2011	02/18/2011	MONTHLY SERVICE	100-510-54150	500.00
			Vendor ADV	ANCED PEST TECHNOLOGY Total:	565.00
/endor: AMERICAN POWERW	ASH & TILE				
MERICAN POWERWASH & TI	006530	02/22/2011	VENT-A-HOOD CLEANING	100-570-54570	400.00
			Vendor AME	RICAN POWERWASH & TILE Total:	400.00
endor: AMERICAN TIRE DIST	. (R&B)				
MERICAN TIRE DIST. (R&B)	S012463700	02/18/2011	P O #52845, TIRES	200-624-53560	1,981.24
			Vendor A	MERICAN TIRE DIST. (R&B) Total:	1,981.24
endor: AMERICAN TIRE DIST	. (SO)				
MERICAN TIRE DIST. (SO)	S012561488	02/22/2011	TIRES	100-560-54540	612.00
			Vendor	AMERICAN TIRE DIST. (SO) Total:	612.00
endor: ANIMAL MEDICAL CE	NTER				
NIMAL MEDICAL CENTER	401397	02/25/2011	EUTHANASIA	100-560-54990	25.00
			Vendor	ANIMAL MEDICAL CENTER Total:	25.00
endor: AUTO EXPRESS LUBE					
UTO EXPRESS LUBE	31864	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	45.19
UTO EXPRESS LUBE	32180	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	45.95
UTO EXPRESS LUBE	32212	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	41.20
UTO EXPRESS LUBE	32242	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	41.20
UTO EXPRESS LUBE	32267	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	41.20
UTO EXPRESS LUBE	32279	02/22/2011	VEHICLE MAINTENANCE	100-560-54540	41.20
			Ve	endor AUTO EXPRESS LUBE Total:	255.94
endor: BAXTER SALES CO INC	Ε.				
AXTER SALES CO INC.	126864	02/18/2011	MISC. ITEMS	100-510-53350	469.06
AXTER SALES CO INC.	127169	02/18/2011	MISC. ITEMS	100-510-53350	161.37
			Ven	dor BAXTER SALES CO INC. Total:	630.43
endor: BECKVILLE HARDWAR	RE				
ECKVILLE HARDWARE	45041	02/18/2011	P O #52798, SHOVELS	200-622-53560	155.22
			Ven	dor BECKVILLE HARDWARE Total:	155.22
endor: BOBCAT SPECIALITIES	5 LLC				
OBCAT SPECIALITIES LLC	11603	02/22/2011	MOBILE MIC	100-585-54540	42.00
OBCAT SPECIALITIES LLC	11626	02/22/2011	REPROGRAMMING RADIOS	100-560-54540	286.00
			Vendo	BOBCAT SPECIALITIES LLC Total:	328.00
endor: CAIN HARDWARE AN	D LUMBER COMPANY				
AIN HARDWARE AND LUMBE	00491519	02/22/2011	P O #52891, TAPE, CLEAR GL	OB 200-623-53560	19.35
AIN HARDWARE AND LUMBE	00491627	02/22/2011	P O #52797, MISC. ITEMS	200-622-53560	23.92
AIN HARDWARE AND LUMBE	00491837	02/22/2011	P O #52894, DUST PAN, BRO	ON 200-623-53560	23.82
AIN HARDWARE AND LUMBE	00492122	02/22/2011	P O #52898, WATER CAN	200-623-53560	32.39
			Vendor CAIN HARDWAR	E AND LUMBER COMPANY Total:	99.48
endor: CAR-TEX TRAILER CO	MPANY, INC.				
AR-TEX TRAILER COMPANY, I	121805	02/22/2011	P O #52890, ANGLE IRONS,T	UB 200-623-53570	364.05
AR-TEX TRAILER COMPANY, I	122044	02/22/2011	P O #53052, STK POCKETS, A		21.84
			Vendor CAR-TE	X TRAILER COMPANY, INC. Total:	385.89
endor: CARTHAGE MUFFLER	AND TIRE				
ARTHAGE MUFFLER AND TIRI	23992	02/22/2011	MOUNT/BALANCE/ALIGN	100-560-54540	476.02
ARTHAGE MUFFLER AND TIRI	24079	02/22/2011	MOUNT/BALANCE TIRES	100-560-54540	35.00
			Vendor CAR	THAGE MUFFLER AND TIRE Total:	511.02
endor: CASSITY JONES HARD	WARE				
ASSITY JONES HARDWARE	03245195	02/22/2011	EPOXY FLOOR PAINT	100-570-54570	123.98
ASSITY JONES HARDWARE	03245272	02/22/2011	MISC. ITEMS	100-570-54570	9.67
ASSITY JONES HARDWARE	03245649	02/24/2011	MUD EASY SAND	100-570-54570	9.69
			Vendor C	ASSITY JONES HARDWARE Total:	143.34

# VOL. $74\,\text{PAGE}\,507$ Accounts Payable Report



#### COMMISSIONERS' COURT FEB. 28, 2011

PC POOL

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: CDW GOVERNMENT	, INC.				
CDW GOVERNMENT, INC.	WGW1311	02/22/2011	HP PHOTOSMART PRINTER	100-581-55270	67.61
CDW GOVERNMENT, INC.	WJD0160	02/22/2011	APC SMART-UPS 1500	100-409-54101	668.61
			Vendo	r CDW GOVERNMENT, INC. Total:	736.22
Vendor: CELLULARONE OF EA	ST TEXAS- SO				
CELLULARONE OF EAST TEXAS	- 02.08.11	02/24/2011	ACCT.#0080539911	100-560-54200	979.85
			Vendor CELLUL	ARONE OF EAST TEXAS- SO Total:	979.85
Vendor: CHEM-SERV INC.					
CHEM-SERV INC.	080706	02/22/2011	QUADRA LAUNDRY PRODUC	T 100-570-53020	228.90
CHEM-SERV INC.	080803	02/22/2011	GLOVES	100-570-53560	315.90
CHEM-SERV INC.	080804	02/22/2011	MISC. ITEMS	100-510-53350	566.40
CHEM-SERV INC.	080869	02/22/2011	QUADRA LAUNDRY PRODUC		228.90
				Vendor CHEM-SERV INC. Total:	1,340.10
Vendor: CITY OF CARTHAGE					
CITY OF CARTHAGE	FEB 1, 2011	02/25/2011	1/2 CITY POUND CHARGES	100-409-54870	2,928.00
			,	Vendor CITY OF CARTHAGE Total:	2,928.00
Vendor: CRAIG ELECTRIC					
CRAIG ELECTRIC	7049	02/22/2011	REPAIRS TO FLUORESCENT L	IGI 100-570-54570	390.68
				Vendor CRAIG ELECTRIC Total:	390.68
Vendor: DALE LAGRONE					
DALE LAGRONE	02.18.11	02/22/2011	TRAVEL REIMB. FOR CE IN A	US1 100-401-54270	1,014.80
				Vendor DALE LAGRONE Total:	1,014.80
Vendor: DALLAS COUNTY TRE	ASURER				
DALLAS COUNTY TREASURER	219098	02/22/2011	BIOLOGICAL EVIDENCE	100-560-54320	1,173.00
			Vendor DA	ALLAS COUNTY TREASURER Total:	1,173.00
Vendor: DEALERS TRUCK EQU	IIPMENT CO., INC.				
DEALERS TRUCK EQUIPMENT	( VI77193	02/22/2011	P O #52794, TANK,PUMP,H0	DSE 200-622-53570	762.75
			Vendor DEALERS TR	RUCK EQUIPMENT CO., INC. Total:	762.75
Vendor: DENISE COOTS					
DENISE COOTS	FEB 2011	02/23/2011	<b>REIMB. FOR POWER PORT A</b>	ND 100-580-53100	33.82
				Vendor DENISE COOTS Total:	33.82
Vendor: DEPARTMENT OF INI	ORMATION RESOURCES			·	
DEPARTMENT OF INFORMATION	11010770T	02/23/2011	01/01/11-01/31/11	100-409-54200	3,792.36
			Vendor DEPARTMENT OF I	NFORMATION RESOURCES Total:	3,792.36
Vendor: DISH NETWORK					
DISH NETWORK	FEB 4, 2011	02/25/2011	MONTHLY WEATHER SATEL	LITE 100-407-54430	13.01
				Vendor DISH NETWORK Total:	13.01
Vendor: DOGGETT MACHINE	RY SERVICES				
DOGGETT MACHINERY SERVIC	C K26408	02/23/2011	P O #52836, MISC. ITEMS	200-624-53570	330.58
DOGGETT MACHINERY SERVIC	С К26759	02/22/2011	P O #52990, STREET PADS	200-621-53560	184.80
			Vendor DOGG	ETT MACHINERY SERVICES Total:	515.38
Vendor: DR. KEITH KEELING					
DR. KEITH KEELING	FEB 2011	02/22/2011	FEB 2011 LOCAL HEALTH AU	. –	500.00
				Vendor DR. KEITH KEELING Total:	500.00
Vendor: EAST TEXAS ALARM					
EAST TEXAS ALARM INC.	478994	02/22/2011	FEB 2011 MONITORING SER	· · · · · · · · · · · · · · · · · · ·	22.00
			Vende	or EAST TEXAS ALARM INC. Total:	22.00
Vendor: EAST TEXAS VETERIN	ARY MEDICAL CENTER				
EAST TEXAS VETERINARY MED	36830	02/25/2011	RABIES QUARANTINE/ISOLA	· · · · · · · · · · · · · · · · · · ·	404.82
			Vendor EAST TEXAS VET	ERINARY MEDICAL CENTER Total:	404.82
Vendor: ELLIOTT ELECTRIC SU					
ELLIOTT ELECTRIC SUPPLY	68-42571-01	02/22/2011	MISC. ITEMS	100-570-54570	84.32
			Vendo	r ELLIOTT ELECTRIC SUPPLY Total:	84.32



#### COMMISSIONERS' COURT FEB. 28, 2011

PC POOL

# **Accounts Payable Report**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: ETMC CARTHAGE					
ETMC CARTHAGE	HENLEYB	02/23/2011	BOBBY HENLEY, 2/1/11-PHY	/SIC 300-629-54490	150.00
				Vendor ETMC CARTHAGE Total:	150.00
Vendor: ETMC EMS					
ETMC EMS	80	02/22/2011	FEB 2011 MONITORING SER	-	75.00
				Vendor ETMC EMS Total:	75.00
Vendor: FAIRWAY FORD-MER				· · ·	
FAIRWAY FORD-MERCURY	104926	02/22/2011	INSTALLED TRAILOR LIGHTS		47.50
			Vendor	FAIRWAY FORD-MERCURY Total:	47.50
Vendor: FISH & STILL EQUIPN					
FISH & STILL EQUIPMENT	8469	02/23/2011	P O #52800, BUSHHOG 3710		11,950.00
			Vendo	or FISH & STILL EQUIPMENT Total:	11,950.00
Vendor: FLEET SERVICES					
FLEET SERVICES	25299581	02/24/2011	ACCT#369-800-568-7, FUEL	100-560-54540	205.06
				Vendor FLEET SERVICES Total:	205.06
Vendor: GALLS, AN ARAMARI	COMPANY				
GALLS, AN ARAMARK COMPA	2084172003258	02/28/2011	CREDIT MEMO	100-580-55270	-3.34
GALLS, AN ARAMARK COMPA	511149645	02/25/2011	ACCT#5253012, JUMPSTAR	FER 100-580-55270	172.97
			Vendor GALLS	S, AN ARAMARK COMPANY Total:	169.63
Vendor: GLORIA COCO					
GLORIA COCO	02.11.11	02/22/2011	REIMBURSEMENT FOR POST	FAG 100-409-54420	33.85
				Vendor GLORIA COCO Total:	33.85
Vendor: GT DISTRIBUTORS IN	с.				
GT DISTRIBUTORS INC.	INV0339669	02/22/2011	PEPPER SPRAY	100-585-55270	83.74
			Ven	dor GT DISTRIBUTORS INC. Total:	83.74
Vendor: HAWTHORN FUNERA	L HOME				
HAWTHORN FUNERAL HOME	FEB 15, 2011	02/22/2011	THOMAS F BUNTING 2/11/1	1-1.100-646-54770	1,173.00
			Vendor HA	WTHORN FUNERAL HOME Total:	1,173.00
Vendor: HOLT CAT					
HOLT CAT	PIMG0092276	02/22/2011	P O #52837, SEALS FOR TIRE	200-624-53560	111.30
			-	Vendor HOLT CAT Total:	111.30
Vendor: INDIGENT HEALTHCA	RE SOLUTIONS				
INDIGENT HEALTHCARE SOLU		02/22/2011	MARCH 2011	883-648-54600	1,398.00
		,		T HEALTHCARE SOLUTIONS Total:	1,398.00
Vendor: INTERSTATE BRANDS	CORP				
INTERSTATE BRANDS CORP.	474405025506	02/24/2011	BAKED BREADS	100-570-54082	64.02
INTERSTATE BRANDS CORP.	474405028543	02/22/2011	BAKED BREADS	100-570-54082	45.08
INTERSTATE BRANDS CORP.	474405032603	02/22/2011	BAKED BREADS	100-570-54082	81.20
INTERSTATE BRANDS CORP.	474405036644	02/22/2011	BAKED BREADS	100-570-54082	69.10
INTERSTATE BRANDS CORP.	474405039707	02/22/2011	BAKED BREAD	100-570-54082	106.58
INTERSTATE BRANDS CORP.	474405042739	02/22/2011	BAKED BREADS	100-570-54082	69.10
INTERSTATE BRANDS CORP.	474405046809	02/22/2011	BAKED BREADS	100-570-54082	85.08
INTERSTATE BRANDS CORP.	474405049839	02/22/2011	BAKED BREADS	100-570-54082	64.64
INTERSTATE BRANDS CORP.	474405053914	02/24/2011	BAKED BREADS	100-570-54082	95.52
			Vendor I	NTERSTATE BRANDS CORP. Total:	680.32
Vendor: J. E. KINGHAM CONS					
		02/23/2011	SHERIFF'S OFFICE RENOVAT	ION 900-590-55320	119,359.51
Vendor: J. E. KINGHAM CONS		02/23/2011		ION 900-590-55320 KINGHAM CONSTRUCTION Total:	119,359.51 <b>119,359.51</b>
Vendor: J. E. KINGHAM CONS	#4	02/23/2011		-	
Vendor: J. E. KINGHAM CONS J. E. KINGHAM CONSTRUCTIOI	#4	02/23/2011 02/22/2011		KINGHAM CONSTRUCTION Total:	
Vendor: J. E. KINGHAM CONS J. E. KINGHAM CONSTRUCTIO Vendor: JAMES KEITH KNIGH	#4		<b>Vendor J. E.</b> P O #52847, JAN 2011 PIT LE	KINGHAM CONSTRUCTION Total:	119,359.51
Vendor: J. E. KINGHAM CONS J. E. KINGHAM CONSTRUCTIO Vendor: JAMES KEITH KNIGH	#4 JAN 2011		<b>Vendor J. E.</b> P O #52847, JAN 2011 PIT LE	KINGHAM CONSTRUCTION Total:	<b>119,359.51</b> 25.00

# VOL. 74 PAGE 509 Accounts Payable Report

#### COMMISSIONERS' COURT FEB. 28, 2011



PC POOL	
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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
JASON PHILLIPS MDPA	1388	02/22/2011	CLIFFORD STRAPS	100-570-54050	105.00
JASON PHILLIPS MDPA	1389	02/22/2011	LARRY MILLS	100-570-54050	105.00
JASON PHILLIPS MDPA	1390	02/22/2011	ANGELA BRYANT	100-570-54050	105.00
JASON PHILLIPS MDPA	1391	02/22/2011	ERIC BENNETT	100-570-54050	105.00
JASON PHILLIPS MDPA	1392	02/22/2011	CONNIE HOLLIER	100-570-54050	105.00
JASON PHILLIPS MDPA	1393	02/22/2011	CONNIE HOLLIER	100-570-54050	
JASON PHILLIPS MDPA	1394	02/22/2011	ANITA KING		105.00
IASON PHILLIPS MDPA	1395		· · · · · · · · · · · · · · · · · · ·	100-570-54050	105.00
		02/22/2011	RODNEY HITT	100-570-54050	105.00
JASON PHILLIPS MDPA	1396	02/22/2011	LISA HUGHES	100-570-54050	105.00
			V	endor JASON PHILLIPS MDPA Total:	1,050.00
Vendor: JOHN F. NIELSEN, M.	D.				
JOHN F. NIELSEN, M.D.	SUCHY, JAMES	02/25/2011	JAMES SUCHY, PHYSICAL,	1/28/ 100-570-54050	75.00
			Ve	endor JOHN F. NIELSEN, M.D. Total:	75.00
Vendor: JOHN GRADBERG					
JOHN GRADBERG	FEB 2011	02/22/2011	TRAVEL REIMB. FOR AUST	IN 100-401-54270	677.89
				Vendor JOHN GRADBERG Total:	677.89
Vendor: JUST IN TIME SANITA					077.00
		02/25/2014			
IUST IN TIME SANITATION SER	34052	02/25/2011	2 PORTABLE TOILET RENT		140.00
			Vendor JUST IN	TIME SANITATION SERVICES Total:	140.00
Vendor: KEN TURNER PHARM	ACY-R&B				
KEN TURNER PHARMACY - R&E	2-020864	02/23/2011	P O #53009, ALCOHOL,PE	ROXIE 300-629-53560	11.98
KEN TURNER PHARMACY - R&E	2-020865	02/23/2011	FLASHLIGHTS	200-624-53560	223.45
		,,		IN TURNER PHARMACY -R&B Total:	235.43
					233.43
Vendor: LAURA M. CARPENTE					
LAURA M. CARPENTER	2010-C-0019-0022CCL	02/23/2011	2010-C-0019-0022CCL, TX	VS CI 100-646-54890	1,000.00
LAURA M. CARPENTER	2010-C-0252DC	02/23/2011	2010-C-0252DC, TX V LATI	RAVI# 100-646-54890	450.00
LAURA M. CARPENTER	26813-C-CCL	02/23/2011	26813-C-CCL, TX V JAIME	F. LOI 100-646-54890	450.00
			Ve	endor LAURA M. CARPENTER Total:	1,900.00
/endor: LIMMER PERKINS				·	
LIMMER PERKINS	JAN 2011	02/23/2011	P O #52893, JAN 2011 PIT	LEAS 200-623-55280	25.00
				Vendor LIMMER PERKINS Total:	25.00
Inden MC CLEANEDE LLC					
Vendor: M G CLEANERS LLC	0420	00 /00 /00 /			
M G CLEANERS LLC	9428	02/23/2011	P O #52799, MISC. ITEMS	200-622-53560	35.52
M G CLEANERS LLC	9445	02/23/2011	P O #53007, 55 GAL MIRA	CLE B 300-629-53560	200.00
				Vendor M G CLEANERS LLC Total:	235.52
Vendor: MATHESON TRI-GAS,	INC.				
MATHESON TRI-GAS, INC.	02081887	02/23/2011	P O #53005, CYLINDER REI	NTAL 300-629-53560	29.76
MATHESON TRI-GAS, INC.	02143798	02/23/2011	P O #53101, OXYGEN REG.	REP/ 200-624-53570	74.61
MATHESON TRI-GAS, INC.	1096418	02/22/2011	P O #52892, SUPPLIES	200-624-53560	32.47
MATHESON TRI-GAS, INC.	1096418	02/22/2011	P O #52892, SUPPLIES	200-623-53560	154.78
•		02/22/2011	P O #52846, HELMET HEAI		23.45
MATHESON TRI-GAS. INC.	1096419	02/22/2011	1 0 102040, 11201011 1124	Dath 200 024-33300	
•	1096419 1096436	02/22/2011	PO#53102 MISC ITEMS	200-624-52560	
•	1096419 1096436	02/22/2011	P O #53102, MISC. ITEMS	200-624-53560	112.07
MATHESON TRI-GAS, INC.	1096436	02/22/2011	•	200-624-53560 or MATHESON TRI-GAS, INC. Total:	
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN	1096436		•		112.07
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN	1096436	02/22/2011 02/23/2011	•		112.07
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN	1096436		Vend P O #52795, MISC. ITEMS	or MATHESON TRI-GAS, INC. Total:	<u>112.07</u> <b>427.14</b>
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR	1096436 CORPORATION 9463086001		Vend P O #52795, MISC. ITEMS	or MATHESON TRI-GAS, INC. Total:	<u>112.07</u> <b>427.14</b> 19.90
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J	1096436 CORPORATION 9463086001 UDGES&COMMISS.	02/23/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK	or MATHESON TRI-GAS, INC. Total:	112.07 427.14 19.90 19.90
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES&0	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011	02/23/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC	or MATHESON TRI-GAS, INC. Total:	112.07 427.14 19.90 19.90 25.00
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES&0	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011	02/23/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC N & E TX CNTY JUDGES/CC	Or MATHESON TRI-GAS, INC. Total:	112.07 427.14 19.90 19.90 25.00 100.00
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES& NORTH & EAST TEX. JUDGES&	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011 FEB 16, 2011	02/23/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC N & E TX CNTY JUDGES/CC	or MATHESON TRI-GAS, INC. Total:	112.07 427.14 19.90 19.90 25.00
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES& NORTH & EAST TEX. JUDGES& Vendor: OLMSTED-KIRK PAPE	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011 FEB 16, 2011 R COMPANY	02/23/2011 02/22/2011 02/22/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC N & E TX CNTY JUDGES/CC Vendor NORTH & EA	or MATHESON TRI-GAS, INC. Total: 200-622-53570 (IN RED MAN CORPORATION Total: DMM 100-400-54270 DMM 100-401-54270 ST TEX. JUDGES&COMMISS. Total:	112.07 427.14 19.90 19.90 25.00 100.00 125.00
MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES& NORTH & EAST TEX. JUDGES& Vendor: OLMSTED-KIRK PAPE DLMSTED-KIRK PAPER COMPA	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011 FEB 16, 2011 R COMPANY 2595968	02/23/2011 02/22/2011 02/22/2011 02/23/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC N & E TX CNTY JUDGES/CC Vendor NORTH & EA UTILITY PAD HOLDER, FIBE	or MATHESON TRI-GAS, INC. Total: 200-622-53570 (IN RED MAN CORPORATION Total: DMM 100-400-54270 DMM 100-401-54270 (INM 100-401-54270 INM 100-401-54270 (INM 100-570-53930)	112.07 427.14 19.90 19.90 25.00 100.00
MATHESON TRI-GAS, INC. MATHESON TRI-GAS, INC. Vendor: MCJUNKIN RED MAN MCJUNKIN RED MAN CORPOR Vendor: NORTH & EAST TEX. J NORTH & EAST TEX. JUDGES& NORTH & EAST TEX. JUDGES& Vendor: OLMSTED-KIRK PAPE OLMSTED-KIRK PAPER COMPA OLMSTED-KIRK PAPER COMPA	1096436 CORPORATION 9463086001 UDGES&COMMISS. FEB 16, 2011 FEB 16, 2011 R COMPANY 2595968 2595969	02/23/2011 02/22/2011 02/22/2011	Vend P O #52795, MISC. ITEMS Vendor MCJUNK N & E TX CNTY JUDGES/CC N & E TX CNTY JUDGES/CC Vendor NORTH & EA	or MATHESON TRI-GAS, INC. Total: 200-622-53570 (IN RED MAN CORPORATION Total: DMM 100-400-54270 DMM 100-401-54270 (INM 100-401-54270 INM 100-401-54270 (INM 100-570-53930)	112.07 427.14 19.90 19.90 25.00 100.00 125.00



#### COMMISSIONERS' COURT FEB. 28, 2011 PC POOL

# **Accounts Payable Report**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
OLMSTED-KIRK PAPER COMPA	2599398	02/23/2011	EASY OFF OVEN & GRILL CLNR	100-570-54570	39.45
OLMSTED-KIRK PAPER COMPA	2599399	02/23/2011	MISC. ITEMS	100-570-54570	401.15
OLMSTED-KIRK PAPER COMPA	2603084	02/23/2011	YELLOW SIDE PRESS WRINGER	100-570-54570	69.45
OLMSTED-KIRK PAPER COMPA	2607880	02/24/2011	MISC. ITEMS	100-570-53930	490.25
			Vendor OLMSTE	D-KIRK PAPER COMPANY Total:	1,481.50
	MPANY OF TYLER-LONGVIEW				
VERHEAD DOOR COMPANY (	, U231775-IN	02/23/2011	SERVICE CALL FOR #1 DOOR, N Vendor OVERHEAD DOOR COMPA		230.00 230.00
endor: PEGUES-HURST MOT	08.00		Vendor OVERILLAD DOOR COMPA		230.00
EGUES-HURST MOTOR CO.	104125C	02/23/2011	P O #52844, REPAIRS TO TRUC	k 200-624-53570	139.35
		,,		UES-HURST MOTOR CO. Total:	139.35
endor: PINEY WOODS BUSIN	IESS FORMS				
INEY WOODS BUSINESS FORM	02.01.11	02/25/2011	INMATE TRUST FUND CHECKS	100-560-53100	155.00
			Vendor PINEY W	OODS BUSINESS FORMS Total:	155.00
endor: PITNEY BOWES, INC					
ITNEY BOWES, INC	578009	02/23/2011	ACCT#6858-7440-20-4 - INK, E		153.00
			Ver	ndor PITNEY BOWES, INC Total:	153.00
endor: PRO-LEVEL PLUS, INC					
RO-LEVEL PLUS, INC.	FEB 2011	02/24/2011	COMPLETION OF WEST END O	· · · · · · · · · · · · · · · · · · ·	4,450.00
			vend	or PRO-LEVEL PLUS, INC. Total:	4,450.00
endor: ROBINSON & PAYNE OBINSON & PAYNE PLLC	-	02/22/2011	ASSET FORF. REPORTS ENDING		1 400 00
JEINSON & PATINE PLLC	JAN 31, 2011	02/23/2011		OBINSON & PAYNE PLLC Total:	1,400.00 1,400.00
endor: RONNIE LAGRONE					1,400.00
ONNIE LAGRONE	FEB 2011	02/23/2011	RETIMB. FOR SCHOOL IN AUST	1 100-401-54270	728.68
		,,		endor RONNIE LAGRONE Total:	728.68
endor: SOUTHWESTERN ELE	CTRIC POWER			· · ·	
OUTHWESTERN ELECTRIC PO	02.10.11	02/23/2011	ACCT#961-279-171-0-0, 1/13/	1 100-560-54430	1,337.25
			Vendor SOUTHWE	STÊRN ELECTRIC POWER Total:	1,337.25
endor: SOUTHWESTERN ELE	CTRIC POWER				
OUTHWESTERN ELECTRIC PO	02.11.11	02/23/2011	ACCT#968-113-315-1-9, 1/13/		2,752.43
			Vendor SOUTHWE	STERN ELECTRIC POWER Total:	2,752.43
endor: SPORTS SOUTH	0704004	00/00/00/1			
PORTS SOUTH	2794224	02/23/2011	VEHICLE EQUIP. FOR 2005 F-15	Vendor SPORTS SOUTH Total:	590.50 590.50
				venuoi sports soorn rotai.	390.50
endor: STERLING SOLUTION: FERLING SOLUTIONS INC	01802-034	02/23/2011	VIMS MAINT. AGREEMENT	100-405-54860	700.00
TEREING SOLO HONS INC	01002-034	02/23/2011		TERLING SOLUTIONS INC Total:	700.00
endor: TEECO SAFETY, INC.					
EECO SAFETY, INC.	102135	12/31/2010	LIGHTS, HOLSTER, HANDCUFFS	100-581-55270	1,000.00
EECO SAFETY, INC.	102308	02/25/2011	HIDE-A-WAY FLASH TUBE,STRO	0 100-581-55270	103.48
			Ver	ndor TEECO SAFETY, INC. Total:	1,103.48
endor: TEXAS AGRILIFE EXTE	INSION				
EXAS AGRILIFE EXTENSION	A101165	02/23/2011	WORDPERFECT OFFICE SUITE	· · · · · · · · · · · · · · · · · · ·	40.00
	_		Vendor TEX	AS AGRILIFE EXTENSION Total:	40.00
	OF LICENSING & REGULATION		REG. RENEWAL PROPERTY TAX	( 100 400 54270	EE 00
EXAS DEPARTMENT OF LICEN	1 00/00404	02/23/2011	Vendor TEXAS DEPARTMENT OF LI		55.00 55.00
andor TEYAS ENTED SERVIC					55100
endor: TEXAS FILTER SERVIC EXAS FILTER SERVICE INC	411422	02/23/2011	FILTER MAINTJAIL-1/1/11	100-510-54570	90.00
EXAS FILTER SERVICE INC	412055	02/23/2011	FILTER MAINTJUDICIAL-1/1/1	· · · · · · · · · · · · · · · · · · ·	175.00
EXAS FILTER SERVICE INC	412176	02/23/2011	FILTER MAINTNEW DET. 1/1/	1100-510-54570	200.00
			Vendor Ti	EXAS FILTER SERVICE INC Total:	465.00

# VOL. 74 PAGE 511 Accounts Payable Report

#### COMMISSIONERS' COURT FEB. 28, 2011



PC POOL

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: THE PATTERSON INS	URANCE AGENCY			· ·	
THE PATTERSON INSURANCE	4 86727	02/23/2011	VICKI YATES	100-409-54120	71.00
THE PATTERSON INSURANCE	▲ 86764	02/23/2011	2010 MACHETE	300-629-54120	122.00
THE PATTERSON INSURANCE	4 86765	02/23/2011	ADD 2011 FORD DUMP #869		112.00
THE PATTERSON INSURANCE	▲ 86891	02/28/2011	DELETE 04 MASSEY FERG	300-629-54120	-17.00
THE PATTERSON INSURANCE	≜° 86893	02/23/2011	ADD 2011 RHINO BUSH HOG	the second se	21.00
				SON INSURANCE AGENCY Total:	309.00
Vendor: TIGERDIRECT					
TIGERDIRECT	P29491760101	02/23/2011	CAMERA CACHE,S&H	100-477-55270	16.16
TIGERDIRECT	P30012980101	02/23/2011	USB CABLE, HP PRINTER	100-477-55270	434.97
		02,20,2011	obb chole, mi martex	Vendor TIGERDIRECT Total:	451.13
Vendor: TOM M. JONES, DDS				vender mathematical rotai.	
TÔM M. JONES, DDS	FEB 2011	02/22/2011			
10WIW. JONES, 203	FEB ZUII	02/23/2011	S. SEWELL,Q.MCCOLLISTER,B	-	1,332.00
_			ve	ndor TOM M. JONES, DDS Total:	1,332.00
Vendor: TRACTOR SUPPLY CR					
TRACTOR SUPPLY CREDIT PLAT	118100049041010	02/23/2011	BEDMAT F150	100-560-54540	59.99
-	•		Vendor TRAC	TOR SUPPLY CREDIT PLAN Total:	59.99
Vendor: TRI-STATE FASTENER	S & SUPPLY		· · ·		
TRI-STATE FASTENERS & SUPP	161069	02/23/2011	P O #53004, SHOP SUPPLIES	300-629-53560	62.08
				ATE FASTENERS & SUPPLY Total:	62.08
Vendor: TYLER TECHNOLOGIE	S. INC.				
TYLER TECHNOLOGIES, INC.	182459	02/25/2011	IMB HARDWARE MAINT./AIX	/1 100-409-54101	27,965.00
	202100	04/20/2011		YLER TECHNOLOGIES, INC. Total:	27,965.00
			Vendor I	TER TECHNOLOGIES, INC. TOTAL	27,505.00
Vendor: TYLER TECHNOLOGIE	•	00/05/0044			
TYLER TECHNOLOGIES, INC.	8549	02/25/2011	MONTHLY USER/MANAGED	-	11,076.00
			Vendor T	YLER TECHNOLOGIES, INC. Total:	11,076.00
	·				
TYLER TECHNOLOGIES, INC.	8653	02/25/2011	FINANCIAL TRAINING FOR TR		11,752.94
			Vendor T	YLER TECHNOLOGIES, INC. Total:	11,752.94
Vendor: TYSON FOODS, INC.					
TYSON FOODS, INC.	9113	02/23/2011	FRESH WHOLE BIRDS	100-570-54082	45.00
TYSON FOODS, İNC.	9517	02/23/2011	CHICKEN	100-570-54082	112.00
TYSON FOODS, INC.	9540	02/24/2011	LEG QTRS	100-570-54082	70.00
			V	endor TYSON FOODS, INC. Total:	227.00
Vendor: UPS FREIGHT					
UPS FREIGHT	18546013	02/23/2011	<b>RETURNING FILE FOLDERS</b>	100-403-53100	118.94
		0-, -0, 2012		Vendor UPS FREIGHT Total:	118.94
Vonder: LIEDE DIERUREING OF					
Vendor: USPS DISBURSING OF USPS DISBURSING OFFICER	702211596	02/24/2011	MARCH 2011 RENTAL	100 575 54440	045 00
USPS DISBORSING OFFICER	/02211590	02/24/2011	MARCH 2011 RENTAL	100-575-54440	315.00
			Vendor d	SPS DISBURSING OFFICER Total:	315.00
Vendor: VERIZON WIRELESS (	•				
VERIZON WIRELESS (CDA)	6533334808	02/23/2011	ACCT#613439910-00001, 01,		100.00
VERIZON WIRELESS (CDA)	6533334808	02/23/2011	ACCT#613439910-00001, 01/		131.81
			Vendor	VERIZON WIRELESS (CDA) Total:	231.81
Vendor: VERIZON WIRELESS (	CONS 1&4)				
VERIZON WIRELESS (CONS 1&4	6539038218	02/24/2011	ACCT#613439924-00001, 2/1	1- 100-585-54200	44.84
			Vendor VERIZ	ON WIRELESS (CONS 1&4) Total: $\tilde{~}$	44.84
Vendor: VERIZON WIRELESS (	R&B)				
VERIZON WIRELESS (R&B)	6538731837	02/23/2011	ACCT#313439941-00001, 2/1	0- 300-629-54430	404.89
VERIZON WIRELESS (R&B)	6538731837	02/23/2011	ACCT#313439941-00001, 2/1		22.49
- \/		,, <i></i>	-	VERIZON WIRELESS (R&B) Total:	427.38
Vandari VEDIZONI WIDELECC					167.00
	6529721929	07/75/2011	ACCT#212420044 00002 144	11100 407 54200	<b>CO</b> 00
VERIZON WIRELESS	6538731838	02/25/2011	ACCT#313439941-00002, JAN	- 1 100-407-34200	60.89

# . · VOL. 74 PAGE 512



#### COMMISSIONERS' COURT FEB. 28, 2011

#### PC POOL

# **Accounts Payable Report**

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
				Vendor VERIZON WIRELESS Total:	60.89
/endor: WALMART COMMU	NITY/GEMB				
WALMART COMMUNITY/GEN	/ 000399	02/24/2011	MISC. ITEMS	100-570-53560	283.95
VALMART COMMUNITY/GEN	000925	02/23/2011	MISC. ITEMS	100-570-53930	16.71
VALMART COMMUNITY/GEN	/ 004911	02/24/2011	MISC. ITEMS	100-570-53560	63.87
VALMART COMMUNITY/GEN	1 005987	02/24/2011	MISC. ITEMS	100-570-55270	81.60
ALMART COMMUNITY/GEN	/ 006360	02/24/2011	4 PC BEST RUBBER	100-560-54540	21.88
ALMART COMMUNITY/GEN	1 007720	02/24/2011	74/75 COMBO 2 PACK	100-560-53100	50.98
ALMART COMMUNITY/GEN	/ 008819	02/24/2011	MISC. ITEMS	100-570-53930	178.31
ALMART COMMUNITY/GEN	1 009022	02/24/2011	MISC. ITEMS	100-570-54570	16.25
			Vendor WA	LMART COMMUNITY/GEMB Total:	713.55
endor: WARREN TRUCK & T	RAILER				
ARREN TRUCK & TRAILER	WTTLLC003603	02/23/2011	P O #52889, MESH TARP/S	HIPP 200-623-53570	101.00
			Vendor	WARREN TRUCK & TRAILER Total:	101.00
endor: WAUKESHA-PEARCE	INDUSTRIES INC				
VAUKESHA-PEARCE INDUSTR		02/23/2011	P O #52850, MISC. ITEMS	200-624-53560	497.24
		01, 20, 2011	•	HA-PEARCE INDUSTRIES INC Total:	497.24
					437.2-
endor: WEST PAYMENT CEN EST PAYMENT CENTER		02/22/2011	MESTI ANA 1/2014		
EST PAYMENT CENTER	822171771	02/23/2011	WESTLAW 1/2011	100-477-53120	83.00
EST PATIVIENT CENTER	822292564	02/23/2011	JAN 5, 2011-FEB 4, 2011 #1		647.50
			vend	lor WEST PAYMENT CENTER Total:	730.50
ndor: WEST PAYMENT CEN					
EST PAYMENT CENTER	822271038	02/23/2011	VOL. 1-4, NAT'L RESOURCE	S CO 100-400-53120	604.00
			Vend	for WEST PAYMENT CENTER Total:	604.00
endor: WILLIAM GEORGE C	D., INC.				
ILLIAM GEORGE CO., INC.	346614	02/23/2011	JAIL FOOD	100-570-54082	1,338.52
ILLIAM GEORGE CO., INC.	348240	02/23/2011	JAIL FOOD	100-570-54082	2,308.45
ILLIAM GEORGE CO., INC.	349794	02/23/2011	JAIL FOOD	100-570-54082	719.03
ILLIAM GEORGE CO., INC.	351412	02/23/2011	JAIL FOOD	100-570-54082	2,022.68
			Vendor	WILLIAM GEORGE CO., INC. Total:	6,388.68
endor: XEROX CORPORATIO	N			· •	
ROX CORPORATION	053035406	02/23/2011	CNTY CLERK, JAN 2011, AC	CT#7 100-403-54620	206.19
ROX CORPORATION	053035407	02/23/2011	COUNTY CLERK, #71334577		206.19
ROX CORPORATION	053035408	02/23/2011	COUNTY CLERK, JAN 2011,		208.15
ROX CORPORATION	053035415	02/23/2011	CDA, JAN 2011, ACCT#7154		204.07
ROX CORPORATION	053035416	02/23/2011	CDA, JAN 2011, ACCT#715		35.04
ROX CORPORATION	053035417	02/23/2011	CDA JAN 2011 - ACCT#7154		35.04
ROX CORPORATION	599831877	02/23/2011	INV 59 OF 60, ACCT#95782		163.79
	599842602	02/23/2011	VOT REG. #60 OF 60, ACCT		137.59
ROX CORPORATION	599842604	02/23/2011	ROAD/BRIDGE #957794662		137.59
	00072007	04/23/2011	•	ndor XEROX CORPORATION Total:	
			ve	INGOLAEROA CORPORATION TOTAL	1,348.64

Grand Total: 245,057.94

# VOL. 74 PAGE 513Accounts Payable Report



#### COMMISSIONERS' COURT FEB. 28, 2011 PROBATION POOL

				·	
Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
Vendor: A T & T LONG DIST	TANCE				
A T & T LONG DISTANCE	2/4/11 811956048	02/24/2011	CORP ID 369991	410-760-59711	41.03
A T & T LONG DISTANCE	2/4/11 811956048	02/24/2011	CORP ID 369991	585-810-59650	5.72
			Ve	endor A T & T LONG DISTANCE Total:	46.75
Vendor: JAMES M. CALLOV	VAY				
JAMES M. CALLOWAY	02.20.11	02/22/2011	LIFE SKILLS 2/15/11	560-810-59970	70.00
JAMES M. CALLOWAY	2.13.11	02/22/2011	LIFE SKILLS 2/8/11	560-810-59970	70.00
				Vendor JAMES M. CALLOWAY Total:	140.00
Vendor: JUVENILE JUSTICE	ASSOC. OF TEXAS				
JUVENILE JUSTICE ASSOC. C	DF 7 FEB 2011	02/22/2011	ZACHARY DABNEY MEME	BERSHI 585-810-59650	40.00
			Vendor JUVEN	ILE JUSTICE ASSOC. OF TEXAS Total:	40.00
Vendor: TEXAS CORRECTIO	ONS ASSOCIATION				
TEXAS CORRECTIONS ASSO	CIA 02.02.11	02/24/2011	TCA DUES RENEWAL-TRA	CY AN 560-810-59650	42.00
			Vendor TEXAS	CORRECTIONS ASSOCIATION Total:	42.00
Vendor: VERIZON WIRELES	is (JUVP)				
VERIZON WIRELESS (JUVP)	6539101346	02/23/2011	ACCT#713087050-00001	FOR 2 585-810-59650	159.08
			Vend	lor VERIZON WIRELESS (JUVP) Total:	159.08
				Grand 7-1-1	437.02
		·		Grand Total:	427.83



4

#### 74 PAGE 514 VOL.

#### COMMISSIONERS' COURT FEB. 28, 2011 PC POOL

# **Accounts Payable Report**

Vendor Name	Payable Number	Post Date	Item Description	Account Number
Vendor: PRO-LEVEL PLUS,	INC.			
PRO-LEVEL PLUS, INC.	MARCH 2011	03/01/2011	SAMMY BROWN REPAIRS	100-650-54570
			Ver	ndor PRO-LEVEL PLUS, INC. Total:

Grand Total: 8,900.00

Amount

8,900.00

8,900.00

# SEXUALLY ORIENTED BUSINESS ORDER, PERMIT AND LICENSE APPEAL BOARD APPOINTMENTS

We, the Commissioners' Court of Panola County, Texas meeting in Special Session this 28<sup>th</sup> day of February, 2011 do hereby appoint the following persons to a one (1) year term on the **SEXUALLY ORIENTED BUSINESS ORDER, PERMIT AND LICENSE APPEAL BOARD**:

- 1. Dr. Dale Reed
- 2. Pastor Carl Anderson
- 3. Ms. Fatha Burchette
- 4. Reverend Steve Jackson
- 5. Reverend Mervyn Scott

Said one (1) year terms will commence February 28, 2011 and end February 28,

2012.

**PASSED** this 28<sup>th</sup> day of February, 2011 in Open Court.

David L. Anderson, County Judge

74 PAGE 516

# A Proposal Prepared for **Panola County Tax Office** for Tax Years 2011 & 2012





4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

February 3, 2011

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

Dear David:

Thank you for the opportunity to submit a proposal for hardware and collection software.

We have enjoyed working with Panola County for many years and look forward to continuing to provide software support to you and your staff for many years.

Respectfully Submitted,

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Kevin McBurnett Information Services Manager

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#### **COMPANY PROFILE**

Pritchard & Abbott, Inc., is a professional appraisal consulting firm specializing in mass appraisal techniques for ad valorem tax purposes as well as offering fee appraisal expertise for unique or complex properties upon request. Pritchard & Abbott's roots are in the appraisal of oil and gas producing properties. The company was founded in 1926 by Judge E. S. Pritchard. Judge Pritchard and John L. Abbott, a Petroleum Geologist, teamed up to appraise oil and gas producing properties in the early 1930's. The company has since become the largest appraisal firm of mineral, utility and industrial property in Texas. Pritchard & Abbott is employed and respected for their work in many other States as well.

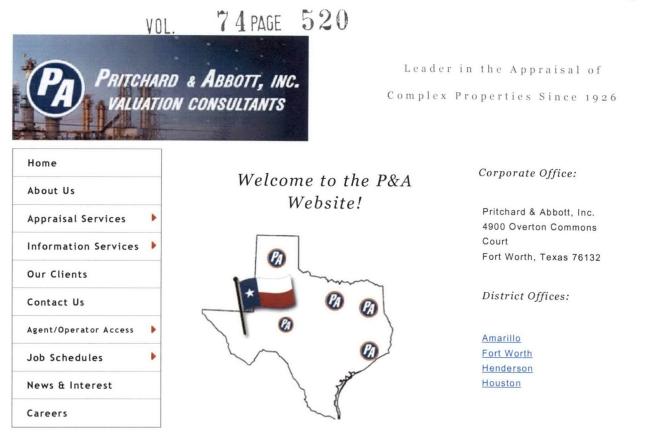
Pritchard & Abbott, Inc., cultivates close geographical ties to its clients by maintaining district offices in Amarillo, Fort Worth, Henderson and Houston Texas. The Fort Worth location also serves as home office to the firm's Administrative, Engineering and Information Services which includes computer programming and data processing. Each district office is staffed with personnel offering professional appraisal expertise for:

- oil and gas producing properties and related personal property;
- *drilling rigs, field compressors, tank farms and oilfield service companies;*
- oil and gas pipelines, gathering systems and pump stations;
- trucking and dirt contractors;
- coal, lignite, clay, sulphur and uranium mines;
- *telephone, microwave, cable television, cellular and other telecommunications properties;*
- railroads;
- commercial and residential real estate;
- electric generation, transmission and distribution facilities; and
- refineries, chemical, petrochemical, cement, gypsum, lumber, paper, aluminum and many other types of manufacturing plants and facilities.

In addition to appraisals performed for governmental entities for property tax assessments, Pritchard & Abbott, Inc., offers nonrecurring, independent, or third-party specialty appraisals to public or private entities on complex properties for acquisition/divestiture, estate tax, financing or verification of asset value for bank line of credit purposes.

#### Website: www.pandai.com

Pritchard & Abbott, Inc.



For eighty five years, our company has efficiently provided state and local taxing authorities reputable and professional property tax appraisals of <u>minerals</u>, <u>heavy industry</u>, <u>utilities</u>, <u>personal property</u> and <u>real estate</u> throughout <u>Texas</u> - <u>Alaska</u> - <u>Louisiana</u> - <u>Nebraska</u> - <u>Oklahoma</u> and <u>Pennsylvania</u>. In addition, our progressive <u>Information Services</u> department proudly offers and supports an impressive array of <u>software</u> and <u>hardware</u> solutions for local property tax <u>administration</u> and <u>collection</u>.

# YOU CAN DEPEND ON P&A FOR ALL YOUR PROPERTY TAX NEEDS!

#### **Our Mission**

"To be the leading provider of professional, fair and timely property tax appraisals and information services thereby assisting state and local taxing authorities to affect positive economic and educational development within the communities we serve"



#### **PROFESSIONAL STAFF**

#### **PETROLEUM ENGINEERS**

- Victor W. Henderson, P.E., R.P.A. B.S., Petroleum Engineering, Texas Tech University, 1964.
- Rodney K. Kret, R.P.A. B.S., Petroleum Engineering, Texas A&M University, 1982.
- Andrew K. Mize B.S., Petroleum Engineering, Texas A&M University, 2009.
- Douglas C. Sahli , R.P.A. B.S., Petroleum Engineering, Texas Tech University, 1982.
- Mark R. Stewart, R.P.A. B.S., Petroleum Engineering, Oklahoma State University, 1985.

#### INDUSTRIAL/UTILITY ENGINEERS

- C. Wayne Frazell, P.E., CEM, R.P.A. B.S., Electrical Engineering, Texas A&M University, 1980.
- Daniel W. Kuper B.S., Mechanical Engineering, Texas A&M University, 2009.
- Stephen M. Thompson, R.P.A. B.S., Mechanical Engineering, LeTourneau University, 1980. M.B.A., Operations and Management, Syracuse University, 1994.

#### **GEOLOGISTS**

David W. Erickson, R.P.A. - B.S., Geology, Texas A&M University, 1982.

Walter L. Priddy III, R.P.A. - B.S., Geology, Stephen F. Austin State University, 1981.

John C. Rutledge, R.P.A. - B.S., Geology, Midwestern State University, 1987.

henderson\_district

Page 1 of 1



Leader in the Appraisal of Complex Properties Since 1926

#### Henderson District





Henderson District

Jones Stephens Building

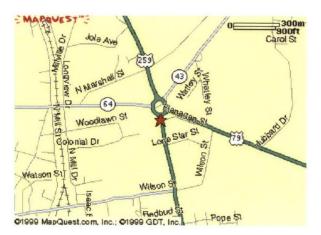
P. O. Box 430

Henderson, Texas 75653-0430

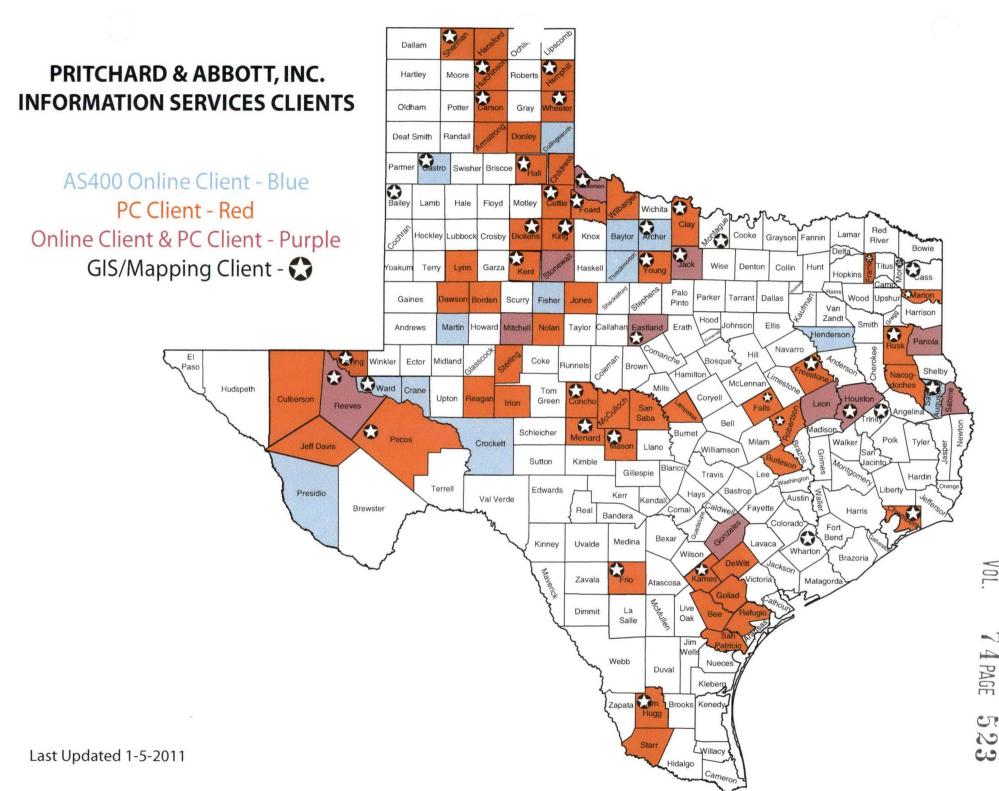
903.657.2555

Rodman B. Instine -Manager

rinstine@pandai.com



MapQuest



VOL 7 4 PAGE 57

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4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

February 2, 2011

#### Proposal for Panola County Tax Office April 1, 2011 through March 31, 2013

Hardware and Supplies:	2011-2012
Host County Data in Fort Worth and	\$ 2,500.00
Sonicwall, Content Filter, Antivirus	
5 Dell PC's	\$ 1,200.00
5 HP 3015 Counter Printers 1 spare HP 2420	\$ 1,800.00
1 HP 3005D Laser Printer	\$ 500.00
6 Toner Cartridges (HP 3005D)	\$ 1,120.00
1 Consumables Kit (HP 3005D)	\$ 150.00
12 Toner Cartridges (HP3015)	\$ 2,240.00
25 Cases of 3-Hole Copy Paper	\$ 900.00
50 Cases of Copy Paper	\$ <u>1,750.00</u>
	\$ 12,160.00

#### Fold and Stuff Tax Statements

\$ 18,500.00

#### **Collection Software:**

Software provides the ability to post current and delinquent taxes; 1-800 Customer Service Support; 1-800 Hardware Support; Admission to User Meetings; Generate Monthly Reports; Provide daily, weekly, summary totals; Error and Supplemental Reports; Print Supplemental Tax Statements; Print Receipts on demand; 1 Copy of Second Notice Statements; 1 Copy of Posted Taxroll; Convert Appraisal District tape at no additional charge. 402,900 Tax Items \$64,464.00

#### Software and printing of Taxrolls and Statements:

2 copies of Tax Rolls;	
1 copy of Detachable Tax Statements	
402,900 Tax Items	\$ 68,493.00

Annual Total \$163,617.00



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

#### Number of Taxroll Items

	<b>Real Estate</b>	Minerials	Total
2010	25,491	377,417	402,908
2009	25,406	374,573	399,979
2008	25,096	358,949	384,045
2007	24,893	328,438	353,331
2006	24,683	303,113	327,796
2005	24,365	273,521	297,886



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

List of Clients with Appraisal District and Tax Office Software with Pritchard & Abbott.

Culberson County Tax Office Sally Carrasco P.O. Box 550 Van Horn, TX 79855 432.283.2977

Pecos County Tax Office Santa Acosta 200 S. Nelson Fort Stockton, TX 79735 432.336.3386

Frio County Tax Office Anna Alaniz 500 E. San Antonio Box 20 Pearsall, TX 78061 830.334.2152

Jim Hogg County Tax Office Norma Liza Hinojosa P.O. Box 160 Hebbronville, TX 78361 361.527.3237

Marion County Tax Office Karen Jones 114 W. Austin Street Jefferson, TX 75657 903.665.3281



4900 OVERTON COMMONS COURT / FT. WORTH, TEXAS 76132-3687 / PHONE: (817) 926-7861 / FAX: (817) 927-5314

### Armstrong CAD Archer Co

- Balmorhea ISD Baylor CAD
- Beckville ISD
- Borden Co Brownsboro ISD
- \* Buena Vista ISD
- Burleson CAD
- Buffalo, City of
- Buffalo ISD
- Canadian ISD
- Carson CAD
- Carson Co
   Castro CAD
- \* Centerville, City of
- Centerville ISD
- Chambers Co
- Childress CAD
- Clay CAD Collingsworth CAD Colorado,City of
- Concho CAD
- Cottle CAD
   Crockett Co
- Culberson CAD
- Culberson Co
- Dawson CAD
- Dickens CAD
- Donley CAD Eastland CAD Eastland Co Fisher CAD

- \* Foard CAD
- Fort Davis ISD

List of Current Tax Collections Clients

- Fort Elliott ISD
- Freestone Co
- \* Frio CAD
- ∗ Frio Co
- Golaid CAD
- Gorman ISD
- ∗ Hall CAD
- Hansford CAD
- \* Hemphill Co
- Hemphill CAD Henderson, City of
- Houston CAD Houston Co
- \* Hutchinson CAD
- Irion Co
- Jack CAD
- Jack Co
- Jeff Davis Co
- \* Jewett, City of
- ⋆ Jim Hogg Co
- ⋆ Jim Hogg ISD
- ⋆ Jim Hogg WD
- Jones CAD
- ∗ Kent CAD
- King Co
- Quannah ISD
   Leon Co
- Leon ISD
- Lampasas CAD
- Loving Co
- \* Lynn CAD

- Marion Co Martin CAD Martin Co
- Mason CAD
- Mathis ISD
- \* McCulloch CAD
- Menard CAD Mitchell CAD
- \* Nacogdoches CAD
- Nolan CAD
- Quannah ISD
   Panola Co
- Pecos Co
   P-B-T ISD
- Reagan Co
   Reeves Co
- \* Refugio WCID
- ∗ Rusk Co
- Sabine Co
- San Augustine Co
- San Saba CAD
- Sherman CAD
- Sterling Co
- Stonewall Co Throckmorton CAD Ward Co
- \* Westbrook ISD
- \* Wilbarger CAD
- \* Wilbarger Co
- \* Yoakum ISD
- Young CAD

CLIENTS USING PC SOFTWARE

#### 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 SYSYTEM"

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.

1

## REQUEST FOR PROPOSALS

#### TABLE OF CONTENTS.

#### ENCLOSED ARE:

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## <u>PAGE</u>

Legal Notice Publication3Instructions/terms of Contract4-9Scope of Services Requested10-18Specific Software Requirements19-26Proposal Affidavit27

2

## VOL.

# 74 PAGE 531

## COUNTY OF PANOLA CARTHAGE, TEXAS

#### LEGAL NOTICE <u>REQUEST FOR PROPOSALS ON AUTOMATED AD VALOREM</u> <u>TAX COLLECTION SYSTEM</u>

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 my 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.

9

# 74 page 538

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. <u>GENERAL REQUIREMENTS</u>

VOL.

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. <u>GENERAL INFORMATION</u>

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. <u>NOTICE OF PROPOSED CHANGES</u>

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. <u>AUTHORIZATION TO BID</u>

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.

10

#### 6. <u>REGISTRATION OF VENDOR</u>

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. <u>PROPOSAL COST ERRORS</u>

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."

#### DATE

Once a week from 01/10/11 thru 02/14/11

02/14/11 9:00 A.M.

As determined by Commissioners Court after proposals are opened <u>ITEM</u>

Legal Notice Publications

Proposal Opening Date and Time

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. <u>VENDOR INQUIRES</u>

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. <u>ADDENDA TO RFP</u>

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 CRITEREIA

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.

## $74\,$ page 542

#### 16. <u>SUBMISSION OF PROPOSALS</u>

VOL.

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. <u>MULTIPLE PROPOSALS</u>

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.

14

#### 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 in 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. <u>REJECTION OF PROPOSALS</u>

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. <u>VENDOR INFORMATION</u>

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 SPECIFICATIONS

#### A. <u>HARDWARE SPECIFICATIONS</u>

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  $\frac{1}{4}$ " 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. <u>APPLICATION SOFTWARE REQUIREMENTS</u>

The system must include the following operational software:

#### AUTOMATED ADVALOREM TAX COLLECTION

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

#### C. <u>ADDITIONAL REQUIREMENTS</u>

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.

D. Vendor shall answer all specific software requirements on pages 19 thru 26.

FIRM/OFFERER: Pritchard & Abbott, Inc.

BY: Kein Mount	Manager Information Services
Signature Kevin McBurnett	Title
ADDRESS: 4900 Overton Commons	Court Fort Worth, Texas 76132-3687
PHONE: 817-926-7861	

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

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General Questions			
	YES	NO	REF
How long has the software vendor been providing software to			20
Solutions to Texas County Tax Assessors/Collectors? Years			30 years
How many Texas Tax collection Systems does the software			
vendor have installed? Number			100 dient
Does the system make use of variable or fixed field length	1		
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	V		
support office?			
Does the software vendor market and support software			
applications on hardware platforms of at least two major hardware			
manuacturers?			
Does the proposal contain a detailed description of the			
Vendors plan for installation and training of the new system?		V	
Does the vendor agree to provide ongoing support of the			
installed applications for a minimum of five years?	V		
Does the system 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?	V	· · · ·	
Are all education costs included in the proposal?	V	····	
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?			

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# VOL. 74 page 548

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Tax Collections			T
	YES	NO	REF
Bill Record		[	<u> </u>
Property ID			
Statement Number			1
Jurisdiction			
Tax Year			1
Tax Amount			<u> </u>
Transaction Date		· · · · ·	
Posting Date	· ·		1.
Computer Date	· · ·		<u> </u>
Due Date			
Balance			
Court Cost	7		
Suit Number			1
Backruptcy Information			1
Comments			1
Status Flags		<u> </u>	<b></b>
Will the system allow for ad hock reporting to all fields listed		· · · · · · · · · · · · · · · · · · ·	<u> </u>
above? If not, which fields.			<u> </u>

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Payment/Adjustment Record		<u> </u>	
	YES	NO	REF
Property ID			
Statement Number			
Paid Amount		<u> </u>	
Amount Paid/Adjustments			
P & I Paid/ Adjustments			<u> </u>
Attorney Fee Paid/Adjustments			†
Variance Paid/Adjustments			
Gross Paid/Adjustments		····	
Paid Date			<u> </u>
Transaction Date			<u> </u>
Computer Date	7	·	<u> </u>
Operator			
Drawer		·····	<u> </u>
Batch		·	
Deposit			
Tax Year		<u> </u>	
Jurisdictions			
Check Number		··	
Court Cost Paid/Adjustment			
Operator Date/Time	17/		
Status Flags			·
Maintenance + Operation tax paid/Interest and surety tax paid		·	

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# VOL. 74 page 550

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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	·		Í
vendor to include the cost to convert the existing deliquent bills into	/		
the collections software. For future expansion, each workstation			
must have the ability to support a cash drawer and receipt printer.	1		
The system must produce a detailed audit trail of all posting,			<u> </u>
refund overpayments, and underpayments, etc., activity for			
each statement.	•		
The system must support posting half payments for multiple entity		L	
collections. All reports, second notices, and delinquent			
notices must support half payments.	r		
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?	V		
Will the system support half payment for multiple entity collections?			<u> </u>
Will the system support all half payments for all reports,	/		
second notices, delinquent notices.	V		
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?	V		

	VOL.	74 page	551
	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		<u>}</u>	<u></u>
The system must generate tax rolls for current and delinquent			
(operator choice) year bills.			
Paid Tax Roll		+	<u> </u>
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 deliquent bills.	V		
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:		<u> l</u>	·
** Property ID			-
** Bill Id			
** Current Owner			
** Xref ID		2.5	
** Alternate Xref ID		15	
** Abstract / Subdivision			
** Current Owner (with unpaid status)			

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# VOL. 74 PAGE 552

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Standard Reports			
	YES	NO	REF
* Print Batch Balance Report			
* Print Batch Distribution Report		·····	<u>†                                    </u>
* 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		· · · · ·	
		<u></u>	
The System should print the following Monthly Reports:			
<ul> <li>Monthly Distribution Report</li> </ul>			
* Monthly P & I Distribution Report			
* Monthly Collections Report			
<ul> <li>Monthly P &amp; I Collections Report</li> </ul>	V		•
* Monthly Unpaid Refund Report	V		
* Monthly Paid Refund Report			
* Monthly Escorw Collections Report			
* Monthly Escrow Outstanding Report			
<ul> <li>Multiple Entity Collection Report</li> </ul>			
The system sould print a Recap report			
Print original roll report			
Print variance report			
Print detailed variance report	N.		
Print outstanding bill report	V		
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		<u>`</u>	
hat allows for the following:			
		· ·	
* Code file maintenance			
* Define user access privileges			
······································		· · · · · ·	
* Batch ID maintenance functions	. /		
* Data transfer menu options		$\checkmark$	
· · · · · · · · · · · · · · · · · · ·			
* Purge functions	1	· · · · · · ·	
* Complete list of utilities and miscellaneous functions	$\checkmark$		
	·		
* Mortgage tape exchange functions		~	
The system must provide for bill, property and owner maintenance			
The system should allow owner naimtemamce by looking			
p owner using either:			
• Owner ID		1	<u></u> .
Property ID			
Bill ID			
• Owner Name			<u> </u>
Owner Phone Number	· ·	- <u>/</u> -	
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Bank Lock Box Processing			
	YES	NO	REF
Scannable OCR "A" Scan Line on All Outgoing			
Statements (Current and Delinquent)		- / ·	
Batch File Transfer and Update		V	
Unmatched Amounts and Accounts to Escrow		. /	
Override Calculated P & I, Attorney Fees, and Base Tax		$\checkmark$	
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.		~	
	<u> </u>		
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 numberic field in the County Tax Office's database.		/	
Subiolal any number of their in the County Tax Office's raidbase.			

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  $\underline{\text{ninety}}$  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 \_\_\_\_\_ Texas \_\_\_\_ COUNTY OF \_\_\_\_\_ Tarrant

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas \_\_\_\_\_, on this day personally appeared \_A. Kent Allison who after being by me duly sworn, did depose and say:

"T, <u>A. Kent Allison</u> an a duly authorized officer of agent (name)

for Pritchard & Abbott, Inc.

\_\_\_\_\_, and have been duly

(name of firm) authorized to execute the foregoing proposal on behalf of the said Pritchard & Abbott, Inc.

(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: A. Kent Allison	
. 4900 Overton Commons Court	•
Fort Worth, Texas 76132-3687	· ·
Telephone Number: 817-926-7861	
By: A. Kent Allison Title: President/CEO	•
(print name) A. Kart Allerin	Linda Newton Notary Public State of Texas
SUBSCRIBED AND SWORN to before me bye the above-named	My Comm. Exp. 12-04-11
<u>A. Kent Allison</u> <b>on this the</b> 31st <b>day of</b> January 2011	
Notary Public in and for the State of Texas	rda l'Ilanton
RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL Linds	a Newton .
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#### CONTRACT FOR DATA PROCESSING SERVICES April 1, 2011 thru March 31, 2013

STATE OF TEXAS §

COUNTY OF PANOLA §

THIS CONTRACT, made and entered into by and between Panola County, Carthage, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as the "County"), and Pritchard & Abbott, Inc. Valuation Consultants, a professional Software Firm, located at 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas, 76132-3687 (hereinafter referred to as "Software Firm"),

WHEREAS, the County has contemplated the employment of experts possessing special skills, scientific knowledge, and technical ability and equipment, so as to perform for said County data processing services as hereinafter set forth, and;

WHEREAS, the County now finds and declares that there is a necessity that the tax officers of said County be supplied with such data processing services so as to enable the County and its tax officers to more efficiently perform their duties, and;

WHEREAS, it has been ascertained and determined that the **Software Firm** has special skill and ability, and scientific and technical knowledge and equipment, so as to enable it to perform such data processing services, and it is the purpose of the **County** to employ the services of the **Software Firm** for said purposes.

I.

The data processing to be supplied by the **Software Firm** to the **County** will be Hardware, Software, Computer Access and Collection Software is described as follows:

#### A. Hardware

- 1. Host County Data in Fort Worth, Sonicwall, Content Filter, Antivirus;
- 2. One (1) Printer (HP 4050 laser printer);
- 3. Five (5) Dell PC's; and,
- 4. Six (6) Laser Counter Printers.

This contract provides for the furnishing of paper and forms required of the software. Printer ribbons furnished for impact printers as required and two cartridges per year furnished per laser printer. Any additional supplies will be billed on a per page/box basis.

#### B. Maintenance

**Software Firm** shall provide maintenance on all data processing hardware received from **Software Firm**, including a toll-free phone line for help & assistance

#### C. Software

Software means the right to use certain data processing collection programs to assist the County in the preparation and recording tax collections.

#### **D.** Processing

**Processing** means the preparation of certain records required of the tax assessorcollector under the terms of the tax code, namely;

#### E. Tax Collections Software

- 1. Software provides the ability to post current and delinquent taxes;
- 2. 1-800 Customer Service Support;
- 3. Admission to User Meetings;
- 4. Generate Monthly Reports;
- 5. Provide daily, weekly, summary totals;
- 6. Error and Supplemental Reports;
- 7. Print Supplemental Tax Statements;
- 8. Print Receipts on demand;
- 9. One (1) copy of 2<sup>nd</sup> Notice Statements;
- 10. One (I) copy of Posted Taxroll; and,
- 11. Convert Appraisal District tape at no additional charge.

#### F. Records and Reports - Current Real Estate & Mineral Taxrolls

- 1. Print current Taxrolls & Statements
- 2. Two (2) Laser copies of County Taxroll;
- 3. One-part detachable tax statement; and,
- 4. Fold & stuff current Tax Statements (postage not included).

#### II.

Title to the hardware, telephone data line, computers and software will remain with the **Software Firm**.

#### III.

The **Software Firm** agrees as follows:

The **Software Firm** agrees that it is well and filly advised as to the meaning and application to the ad valorem tax laws of the State of Texas, and that the terms of this contract comply with such laws.

The **Software Firm** will provide the above described data processing for the tax period April 1, 2011 to March 31, 2013.

IV.

The **County** agrees as follows:

The **County** agrees that it will employ the **Software Firm** to provide the data processing as outlined hereinabove for the years 2011 and 2012 tax year, and in consideration for the performance of these services the **County** agrees and obligates itself to pay the **Software Firm** a sum of money equal to **One Hundred and Sixty-three Thousand Six Hundred and Seventeen Dollars** (**\$ 163,617.00**) for the tax year April 1, 2011 thru March 31, 2012 and a sum of money equal to **One Hundred Sixty-three Thousand and Six Hundred and Seventeen Dollars** (**\$ 163,617.00**) for the tax year April 1, 2012 thru March 31, 2013. Payment of the compensation provided for herein shall be made in four installments, per year, as follows:

\$ 40,904.25 in April 2011; \$ 40,904.25 in July 2011; \$ 40,904.25 in October 2011;

\$ 40,904.25 in January 2012;
\$ 40,904.25 in April 2012;
\$ 40,904.25 in July 2012;
\$ 40,904.25 in October 2012; and,

\$ 40,904.25 in January 2013.

The County agrees to pay On-Line Collections and Taxroll Optional Services as follows:

A. T	axrolls,	Statements	& Supplies
------	----------	------------	------------

- 1. Second Tax Notices
- 2. Delinquent Statements (consolidated)
- Real Estate Home Owner Statements
- 4. Additional Laser copies of Taxrolls

\$ .10 per form
\$ .10 per item
\$ .10 per item
\$ .10 per page

		VOL.	74 page	559
	A. Minimum of \$10.00 at time of original Taxroll			
	B. Minimum of \$50.00 if processed later			
5.	Delinquent Taxrolls & Binders	\$.10 p	per item	
6.	Data Tape provided to Delinquent Tax			
	Attorney upon request - billed to Attorney	\$ 75.00 p	oer tape	
7.	Delinquent Tax Statements (Consolidated)	\$ .10	per item	
8.	Labels	\$.10 <sub>1</sub>	per label	
B. CI	D-ROM Records			
1.	Formatting Records to CD-ROM	\$ 50.00 p	oer report	
2.	Writing Records to CD-ROM			
	A. 1 - 20,000 pages	\$ 0.02 p	oer page per re	eport
	B. More than 20,000 pages	\$ 0.017. repor	5 per page per t	
3.	Additional copy of CD-ROM Disk	-	per disk	

Should **County** require any special programs or other software development relating to tax assessment and collection procedures, **Software Firm** shall take this into consideration for development. Additional technical support services not included in Contract are as follows:

D. Programming	\$ 75.00 per hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$0.51 per mile	
or the current IRS standard mileage rate.	
E. System Analyst	\$ 85.00 per hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$0.51 per mile	
or the current IRS standard mileage rate.	
F. Customer Service Training	\$ 500.00 per day
Per Diem includes travel and out-of-pocket charges.	
G. Hardware / Software Technician	\$ 55.00 per hr.
Travel time and associated out-of-pocket costs.	
Mileage will be charged at the rate of \$0.51 per mile	
or the current IRS standard mileage rate.	
-	

The **County** agrees that at any time same may become necessary, it will pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due the **Software Firm**.

All parties to this agreement distinctly understand and agree as follows:

That each will lend every assistance to the other in the effective performance of this contract.

That any language contained herein which might be construed to the contrary notwithstanding that if any word, phrase, sentence, paragraph or provision of this contract shall be for any reason declared or adjudicated to be invalid such decision or adjudication shall not affect the validity of the remaining portions hereof

That the execution of this contract is authorized by proper action of the **Commissioners Court** of the **County**.

It is the **County's** intent to pay the consideration herein set forth for the full Term of Use. However, in order to not create a debt and be in compliance with the Texas Constitution, the **County** reserves the right to terminate this Agreement at the end of the budget years. **Software Firm** shall, in effect have all rights and remedies to remove and take possession of the System and all parts thereof, exclusive of the **County's** data. The **County** agrees to not use this clause for the sole purpose of changing providers of the services offered by the **Software Firm**.

That there exists a possibility the Texas Legislature will enact changes in the **Property Tax Code**. Should that occur the parties will re-examine this contract and renegotiate same, if necessary. Further, should there be a judicial interpretation of the **Property Tax Code** which affects the legality or validity of any portion of this contract, the parties will re-examine this contract and renegotiate same, if necessary.

And for the true and faithful performance of all and every one of the agreements and covenants stated, the said parties hereto bind themselves, their successors and legal representatives, each to the other.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands this \_\_\_\_\_\_ day of \_\_\_\_\_\_.

PANOLA COUNTY

Panola County Judge

Commissioner Precinct I

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

#### PRITCHARD & ABBOTT, INC.

By:

Kevin McBurnett Information Services Manager

Approved By:

Tax Assessor Collector

Pritchard & Abbott, Inc.

Home

About Us

**Our Clients** 

Contact Us

Job Schedules

News & Interest

Careers

**Appraisal Services** 

Information Services

Agent/Operator Access

## VOL. 74 PAGE 562



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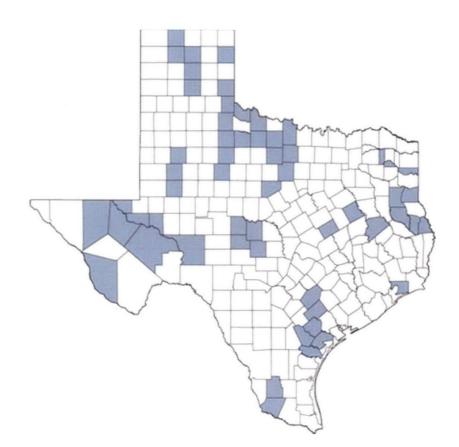
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Leader in the Appraisal of

Complex Properties Since 1926

## Information Services

P&A maintains an extensive staff of analysts, programmers and other computer-related professionals who develop and support a wide array of appraisal and tax collection solutions for <u>our clients</u> and our employees. Our Customer Service Representatives provide on-site training and personal assistance to our network-based clients as well as those using our <u>PC-Platform</u> software packages.



To learn more about the different information services we offer, please click on the appropriate selection below:

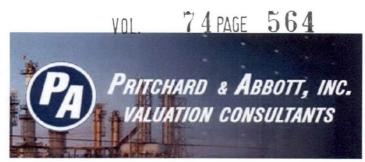
[ <u>Real Estate Appraisal</u> ] [ <u>Notices</u> ] [ <u>Assessment Rolls</u> ] [ <u>Tax Rolls &</u> <u>Statements</u> ] [ <u>Tax Collection Software</u> ] [ <u>Record Retention</u> ] [ <u>Mail Services</u> ] [ <u>Mapping</u> ] [ <u>Leasing & Sales</u> ]

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# VOL. 74 PAGE 563

Page 2 of 2



Home	
About Us	
Appraisal Services	•
Information Services	•
Our Clients	
Contact Us	
Agent/Operator Access	•
Job Schedules	•
News & Interest	
Careers	

# Tax Collection Software

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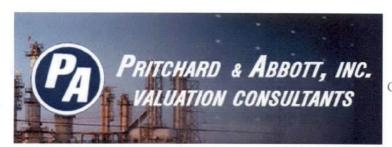
Complex Properties Since 1926

Pritchard & Abbott, Inc., currently provides tax collection software to more than 70 clients in Texas. This software has been customized through the years to allow the end-user a multitude of time-saving benefits and sophisticated reconciliation features. P&A provides tax collection software solutions for our on-line network server-based customers as well as Windows-based software for stand-alone PC-platform users.

P&A's tax collection software includes the following features:

- Auto-Tracking of All Transactions and Adjustments
- Acceptance of All Payment Types (Full, Partial, Directed to Jurisdiction, or Year-Specified)
- Breakdown of All Maintenance & Operations (M&O) vs. Interest & Sinking (I&S) Portions of Tax Paid
- Multiple Reports and Listings for Auditing

[ <u>Back</u> ] [ <u>Up</u> ] [<u>Next</u> ]



VOL. 74 PAGE 565 Page 1 of 2

Leader in the Appraisal of Complex Properties Since 1926

Home	
About Us	
Appraisal Services	•
Information Services	•
Our Clients	
Contact Us	
Agent/Operator Access	•
Job Schedules	•
News & Interest	
Careers	

**Mail Services** 





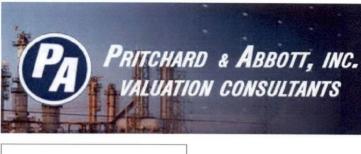


With the ever growing cost of labor, printing & postage, it is easy to see why Pritchard & Abbott's full service printing & mailing has become an efficient and cost-effective way to rid your office of the burden of large seasonal or repetitive mailings. With high volume. high speed printing and high speed folding & stuffing services, P&A can accommodate any job size and meet your date sensitive mailing deadlines in its full-service turnkey operation. Using CASS certification software, your mail can be given the best postage available using the US Post Office's 1st Class Priority Mail Automation Rates. Our services can be customized to meet your individual mailing needs. Using volume discounts on paper & envelopes, P&A keeps this necessary service affordable.

#### Page 1 of 2



Leader in the Appraisal of Complex Properties Since 1926





# Leasing & Sales



With today's rapidly evolving technology, computer equipment can quickly become obsolete. Leasing equipment from Pritchard & Abbott, Inc., enables our clients to acquire the new equipment they need without having to keep costly old equipment working years beyond its time.

An equipment lease is an option in which P&A retains ownership of the equipment in exchange for fixed monthly payments. Our clients get the use of the latest equipment without large initial expenditures. This also alleviates the burden of all hardware problems that are typically associated with installing new equipment. Hardware assistance is just a telephone call away with technical support available from three cities within Texas, at no additional charge to the client.

Should the client prefer to own the computer equipment, P&A has the technical expertise available to determine the client's needs. We will then select and purchase the appropriate equipment on behalf of the client based on their particular needs, plus provide installation service at the client's request. Hardware assistance and/or repair service is also available subject to hourly charges and other associated expenses.

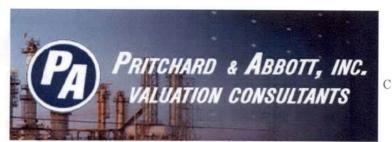
Whether it's a turnkey leasing package or just some help along the way, P&A is ready to assist you in all your hardware needs.

# VOL. 74 PAGE 568

[<u>Back</u>][<u>Up</u>]

Page 1 of 2

VOL. 74 PAGE 569



Leader in the Appraisal of Complex Properties Since 1926

# HomeAbout UsAppraisal ServicesInformation ServicesOur ClientsOur ClientsContact UsAgent/Operator AccessJob SchedulesNews & InterestCareers

# Tax Rolls and Statements

Tax Rolls and Tax Statements are printed and delivered on or about October 1 each year. Pritchard & Abbott, Inc., currently processes Tax Rolls and Tax Statements for over 150 taxing jurisdictions in the state of Texas. This tremendous volume is printed in-house on our high-performance, high-volume IBM laser printers. Because of this high volume, we have achieved an economy of scale that is to our clients' benefit by allowing us to be more cost-effective and efficient.

As with Notices of Appraised Value and Assessment Rolls, P&A offers a variety of print options to correspond with each client's particular needs. For example, the local real estate and minerals/industrial/utility/personal property can be combined on one roll at the client's request. Tax Statements can be singleitem or multi-item, and are available in letter size, 3/4 page, half-page, 1/3 page, and in detachable stub format. In addition, P&A will provide bound receipts upon request.

#### [Sample Real Estate Tax Roll]

[Sample Mineral Tax Roll]

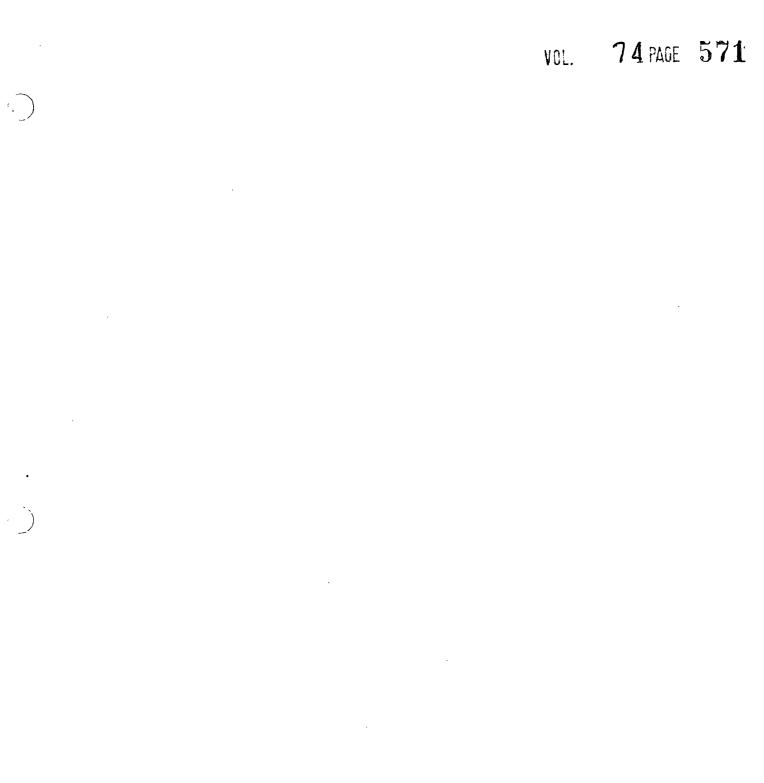
#### [Sample Tax Statement]

All forms are PDF files. If you do not have Adobe Acrobat Reader,

you will need to <u>download</u> it to view and print the forms.

[ <u>Back</u> ] [ <u>Up</u> ] [<u>Next</u> ]

VOL. 74 PAGE 570



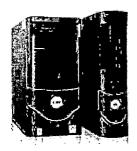
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# VOL. 74 PAGE 572



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## **Dell Optiplex 170L**

The OptiPlex<sup>™</sup> 170L platform is designed for businesses that are focused on acquisition price. Companies that require a reliable, network ready, managed PC, but are willing to trade some of the Total Cost of Ownership (TCO) features and benefits provided by the OptiPlex GX series, such as long life cycles, managed transitions and chassis flexibility, in order to obtain an aggressive acquisition price, will find the 170L to be a good fit with their IT strategy.

## The Ideal Solution for Basic Office Applications

Businesses looking for a reliable, managed, network ready PC that is ideally suited for basic office applications such as e-mail, word processing, spreadsheets and Web browsing, will find the 170L to be an excellent solution. Whether you are in marketing, finance, sales or shipping, the 170L is the right tool for the job. From developing your sales campaign to closing the books, the 170L stands ready to tackle your application and get the job done.



# HP LaserJet 2420

Enhance your business image with HP's consistently clear, sharp images using the LaserJet 2420 and HP Smart Printing technology. Make your workplace environmentally-friendly with low energy consumption, noise levels and chemical emissions. Save paper with automatic two-sided printing and recyclable supplies. Plus, you will find your productivity soaring with the 1320's 400 MHz processor and 32 MB (expandable to 320 MB) memory. Take your business to the next level with this dynamic printer.

# Features

- **Print Speed:** Up to 30 ppm Black
- **Resolution:** Up to 1200 x 1200 dpi First page out in 10 seconds
- Paper Handling: 350 Sheet Input Capacity Consists of: 1 x 100 Sheet Multipurpose Tray 1 x 250 Sheet Input Tray



# HP LaserJet 2420D

Enhance your business image with HP's consistently clear, sharp images using the LaserJet 2420D and HP Smart Printing technology. Make your workplace environmentally-friendly with low energy consumption, noise levels and chemical emissions. Save paper with automatic two-sided printing and recyclable supplies. Plus, you will find your productivity soaring with the 1320's 400 MHz processor and 32 MB (expandable to 320 MB) memory. Take your business to the next level with this dynamic duplexing printer.

# Features

- Print Speed: Up to 30 ppm Black
- **Resolution:** Up to 1200 x 1200 dpi First page out in 10 seconds
- Paper Handling: 350 Sheet Input Capacity Consists of: 1 x 100 Sheet Multipurpose Tray 1 x 250 Sheet Input Tray
- Duplex Printing



## SonicWall TZ180

The SonicWALL® TZ 180 Series is a complete Unified Threat Management (UTM) capable platform delivering multi-threat protection to home, small, remote and branch offices in an easy-to-use, low cost solution. Combining a deep packet inspection firewall, integrated gateway antivirus, anti-spyware, and intrusion prevention., The TZ 180 Series delivers comprehensive security for wired and wireless networks. TZ 180 Series solutions feature a single auto-MDIX Ethernet WAN port, a configurable optional port and a 5-port auto-sensing MDIX LAN switch, allowing multiple devices to connect safely to the network. VOL. 74 PAGE 576

#### CONTRACT FOR DATA PROCESSING SERVICES April 1, 2011 thru March 31, 2013

STATE OF TEXAS §

COUNTY OF PANOLA §

THIS CONTRACT, made and entered into by and between Panola County, Carthage, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as the "County"), and Pritchard & Abbott, Inc. Valuation Consultants, a professional Software Firm, located at 4900 Overton Commons Court, Fort Worth, Tarrant County, Texas, 76132-3687 (hereinafter referred to as "Software Firm"),

WHEREAS, the County has contemplated the employment of experts possessing special skills, scientific knowledge, and technical ability and equipment, so as to perform for said County data processing services as hereinafter set forth, and;

WHEREAS, the County now finds and declares that there is a necessity that the tax officers of said County be supplied with such data processing services so as to enable the County and its tax officers to more efficiently perform their duties, and;

WHEREAS, it has been ascertained and determined that the **Software Firm** has special skill and ability, and scientific and technical knowledge and equipment, so as to enable it to perform such data processing services, and it is the purpose of the **County** to employ the services of the **Software Firm** for said purposes.

I.

The data processing to be supplied by the **Software Firm** to the **County** will be Hardware, Software, Computer Access and Collection Software is described as follows:

#### A. Hardware

- 1. Host County Data in Fort Worth, Sonicwall, Content Filter, Antivirus;
- 2. One (1) Printer (HP 4050 laser printer);
- 3. Five (5) Dell PC's; and,
- 4. Six (6) Laser Counter Printers.

This contract provides for the furnishing of paper and forms required of the software. Printer ribbons furnished for impact printers as required and two cartridges per year furnished per laser printer. Any additional supplies will be billed on a per page/box basis.

#### B. Maintenance

**Software Firm** shall provide maintenance on all data processing hardware received from **Software Firm**, including a toll-free phone line for help & assistance

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#### C. Software

Software means the right to use certain data processing collection programs to assist the County in the preparation and recording tax collections.

#### **D.** Processing

**Processing** means the preparation of certain records required of the tax assessorcollector under the terms of the tax code, namely;

#### E. Tax Collections Software

- 1. Software provides the ability to post current and delinquent taxes;
- 2. 1-800 Customer Service Support;
- 3. Admission to User Meetings;
- 4. Generate Monthly Reports;
- 5. Provide daily, weekly, summary totals;
- 6. Error and Supplemental Reports;
- 7. Print Supplemental Tax Statements;
- 8. Print Receipts on demand;
- 9. One (1) copy of 2<sup>nd</sup> Notice Statements;
- 10. One (I) copy of Posted Taxroll; and,
- 11. Convert Appraisal District tape at no additional charge.

#### F. Records and Reports - Current Real Estate & Mineral Taxrolls

- 1. Print current Taxrolls & Statements
- 2. Two (2) Laser copies of County Taxroll;
- 3. One-part detachable tax statement; and,
- 4. Fold & stuff current Tax Statements (postage not included).

II.

Title to the hardware, telephone data line, computers and software will remain with the **Software Firm**.

#### III.

The Software Firm agrees as follows:

The **Software Firm** agrees that it is well and filly advised as to the meaning and application to the ad valorem tax laws of the State of Texas, and that the terms of this contract comply with such laws.

The **Software Firm** will provide the above described data processing for the tax period April 1, 2011 to March 31, 2013.

#### IV.

The **County** agrees as follows:

The **County** agrees that it will employ the **Software Firm** to provide the data processing as outlined hereinabove for the years 2011 and 2012 tax year, and in consideration for the performance of these services the **County** agrees and obligates itself to pay the **Software Firm** a sum of money equal to **One Hundred and Sixty-three Thousand Six Hundred and Seventeen Dollars (\$ 163,617.00)** for the tax year April 1, 2011 thru March 31, 2012 and a sum of money equal to **One Hundred Thousand and Six Hundred and Seventeen Dollars (\$ 163,617.00)** for the tax year April 1, 2012 thru March 31, 2013. Payment of the compensation provided for herein shall be made in four installments, per year, as follows:

\$ 40,904.25 in April 2011;
\$ 40,904.25 in July 2011;
\$ 40,904.25 in October 2011;
\$ 40,904.25 in January 2012;
\$ 40,904.25 in April 2012;
\$ 40,904.25 in July 2012;

\$ 40,904.25 in October 2012; and,

\$ 40,904.25 in January 2013.

The County agrees to pay On-Line Collections and Taxroll Optional Services as follows:

A. Taxrolls, Statements & Supplies

1.	Second Tax Notices	\$ .10 per form
2.	Delinquent Statements (consolidated)	\$ .10 per item
3.	Real Estate Home Owner Statements	\$ .10 per item
4.	Additional Laser copies of Taxrolls	\$ .10 per page

# 74 PAGE 579

	A. Minimum of \$10.00 at time of original Taxroll	
	B. Minimum of \$50.00 if processed later	
5.	Delinquent Taxrolls & Binders	\$ .10 per item
6.	Data Tape provided to Delinquent Tax	1
	Attorney upon request - billed to Attorney	\$ 75.00 per tape
7.	Delinquent Tax Statements (Consolidated)	\$ .10 per item
8.	Labels	\$ .10 per label
B. C	D-ROM Records	
1.	Formatting Records to CD-ROM	\$ 50.00 per report
2.	Writing Records to CD-ROM	1 1
	A. 1 - 20,000 pages	\$ 0.02 per page per report
	B. More than 20,000 pages	\$ 0.0175 per page per report
3.	Additional copy of CD-ROM Disk	\$ 100.00 per disk

.

Should **County** require any special programs or other software development relating to tax assessment and collection procedures, **Software Firm** shall take this into consideration for development. Additional technical support services not included in Contract are as follows:

D.	Programming	\$ 75.00 per hr.
	Travel time and associated out-of-pocket costs.	-
	Mileage will be charged at the rate of \$0.51 per mile	
	or the current IRS standard mileage rate.	
E.	System Analyst	\$ 85.00 per hr.
	Travel time and associated out-of-pocket costs.	_
	Mileage will be charged at the rate of \$0.51 per mile	
	or the current IRS standard mileage rate.	
F.	Customer Service Training	\$ 500.00 per day
	Per Diem includes travel and out-of-pocket charges.	- •
G.	Hardware / Software Technician	\$ 55.00 per hr.
	Travel time and associated out-of-pocket costs.	_
	Mileage will be charged at the rate of \$0.51 per mile	
	or the current IRS standard mileage rate.	

The **County** agrees that at any time same may become necessary, it will pass and enter of record such orders as may be proper and necessary to legalize and facilitate the payment of all sums due the **Software Firm**.

All parties to this agreement distinctly understand and agree as follows:

# VOL. 74 PAGE 580

That each will lend every assistance to the other in the effective performance of this contract.

That any language contained herein which might be construed to the contrary notwithstanding that if any word, phrase, sentence, paragraph or provision of this contract shall be for any reason declared or adjudicated to be invalid such decision or adjudication shall not affect the validity of the remaining portions hereof

That the execution of this contract is authorized by proper action of the **Commissioners Court** of the **County**.

It is the **County's** intent to pay the consideration herein set forth for the full Term of Use. However, in order to not create a debt and be in compliance with the Texas Constitution, the **County** reserves the right to terminate this Agreement at the end of the budget years. **Software Firm** shall , in effect have all rights and remedies to remove and take possession of the System and all parts thereof, exclusive of the **County's** data. The **County** agrees to not use this clause for the sole purpose of changing providers of the services offered by the **Software Firm**.

That there exists a possibility the Texas Legislature will enact changes in the **Property Tax Code**. Should that occur the parties will re-examine this contract and renegotiate same, if necessary. Further, should there be a judicial interpretation of the **Property Tax Code** which affects the legality or validity of any portion of this contract, the parties will re-examine this contract and renegotiate same, if necessary.

And for the true and faithful performance of all and every one of the agreements and covenants stated, the said parties hereto bind themselves, their successors and legal representatives, each to the other.

•

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_.

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PANOLA COUNTY

Panola County Judge

Commissioner Precinct I

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Commissioner 0

Predinct 2

Commissioner 1

Precinct 3

Commissioner

Precinct 4

#### PRITCHARD & ABBOTT, INC.

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Kevin McBurnett Information Services Manager

Approved By:

Tax Assessor Collector

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



JACK ELLETT SHERIFF ١

# PANOLA COUNTY SHERIFF'S DEPARTMENT

2/22/11

Panola County Commissioners Court

I am requesting that the following seized vehicles and items be declared surplus:

2000	Chevrolet	1GNDM19W6YB185388
2002	Dodge	1D7HA16NX2J161256
2004	Ford	2FTRX17W74CA72878

Thank you,

1 Alton QUI. Jack Ellett

Jack Ellett Sheriff

CC: Sidney Burns

FUNDY MASTERS, INC. OF TEXAS         Patroleum Marketing Equipment         TPUEL SYSTEMS SPECIALIST         Sales + Installation + Repairs         Environmental Services         Year Out, HIGHWAY 271 TYLER, TEXAS         (303) 595-6389         (300) 256-2523         Panola-County Road and Bridge         Attn: Kim         1120 E. Sabine         Carthage TX,         We hereby subrat specifications and estimates for:         To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump.         Adaptioned         Mayne Reliance Mechanical Suction Pump one Product W/Pulser       1       Ea       \$ 3,800.00       \$ 3,800.         Hanging Hardware Sct       1       Ea       \$ 2,061.00       \$ 2,061.         Labor To Install Key System On Pump (1 day)       \$ 950.00       \$ 950.00       \$ 950.00         Shipping       5       750.00       \$ 500.00       \$ 500.00         Mileage       J       Ea       \$ 550.00       \$ 550.00         Labor to tstart up check out and calibrate       J       Ea       \$ 550.00       \$ 560.00         Mileage       J       Ea       \$ 550.00       \$ 560.00       \$ 560.00         We propose hereby to fu			0.00		17 A D	171	200	3
Perceisant Marketing Equipment     Property States + Installation + Repairs     Sales + Installation + Repairs     S			VOL.		141	AUE	00.	
**UEL: SYSTEMS SPECIALIST' Sales +1 installation +1 repairs Environmental Services T210 US, HOHWAY 271 TYLER, TEAS ON 100 256-2523       PROPOSAL         **Automatical Services T210 US, HOHWAY 271 TYLER, TEAS Carthage TX,       PHONE: 903-693-3763 DATE: 2/15/2011       2/15/2011         **Interview       1120 B, Sabhine Carthage TX,       PHONE: 903-693-3763 DATE: 2/15/2011       2/15/2011         **Ve herdy subnit specifications and estimates for: To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump. Equipment       Pass 3,800.00 \$ 3,800.       \$ 3,800.00 \$ 3,800.         **Ve herdy subnit specifications and estimates for: To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump. And and add 10 Key system to new pump. Equipment       I Ea \$ 3,800.00 \$ 3,800.       \$ 3,800.         **Vayne Reliance Mechanical Suction Pump one Product W/Pulser Perce Vend 10 Key System On Pump (1 day)       I Ea \$ 2,061.00 \$ 2,061.       \$ 2,061.         Labor to fustal Key System On Pump (1 day)       S 950.00 \$ 550.       \$ 550.00 \$ 550.       \$ 550.00 \$ 550.         Mileage       J Ea \$ 550.00 \$ 7,502.       * Total \$ 7,502.         We Propose hereby to furnish material and labor - complete ha accordance with the above specifications, for the sum of Seven Thomasand, Five Hundred Two Dollars & no/100 \$ 7,502.         * Mather phonese thereby to furnish material and labor - complete ha accordance of the follow: Seven Thomasand, Five Hundred Two Dollars & no/100 \$ 7,502.         <	PUMP MASTERS, INC. OF TEXAS				MEM	n E R		27
Sales + Installation + Repairs Environmental Services     YEIOUS, NGRWAY 271 TYLER, TEXAS     YEI					aP		- Second	i i i i i i i i i i i i i i i i i i i
Sales + Installation + Repairs Environmental Services     YEIOUS, NGRWAY 271 TYLER, TEXAS     YEI	"FUEL SYSTEMS SPECIALIST"				TTIM FUSIP	NEW IN	2	k.
Environmental Services 2000 Status Interview 271 TYER, TOXS (903) 595-6389       PROPOSAL         Panola-County Road and Bridge Attr: Kim 1120 E. Sabine Carthage TX, Parola-Sobine Carthage TX, Parola-Sobine Sobine Sobine Carthage TX, Parola-Sobine Sobine								
YEID US, HIGHWAY 271 TYLER, TEVAS (903) 595-63289       PROFIDENCIAL (800) 256-2523         Panola-County Road and Bridge Am: Kim 1120 E. Sabine Carthage TX,       PHONE: 903-693-3763       DATE: 2/15/2011         Lotter       1120 E. Sabine Carthage TX,       PHONE: 903-693-3763       DATE: 2/15/2011         We herdy submit specifications and estimates for: To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump. Equipment       Image: 101 Use system to new pump. Equipment         Wayne Reliance Mechanical Suction Pump one Product W/Pulser Hanging Hardware Set       1       En       S. 3,800.00       \$ 3,800. Solor         Parto-Verol 10 Key System On Pump (1 day)       S       950.00       \$ 550.00       \$ 550.00         Short to istart up chock out and calibrate       1       En       \$ 550.00       \$ 550.00         Mileage       5       5       5       5       5         Ve Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Seven Thousand, Five Hendred Two Dollars & no/100       \$ 7,502.         We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Seven Thousand, Five Hendred Two Dollars & no/100       \$ 7,502.         Mileage       We Propose hereby to Austrate and Austrate to a Austrate and Austrate to a Austrate and Austrate to a Austrate and Austrat adata adata adata adata adata adata adata a					nn	on	70	A T
(903) 595-6389       (800) 256-2523         Panola-County Road and Bridge Attr: Kim 1120 E. Sabine Carthage TX,       PHONE: 903-693-3763 DATE: 2/15/2011 Lonton: 1120 E. Sabine Carthage TX,         We bereby subult specifications and estimates for: To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump. Equipment         Wayne Reliance Mechanical Suction Pump one Product W/Pulser       1       En       \$ 3,800.00       \$ 3,800.         Honging Hardware Sci Use Drive Yord 10 Key System       1       En       \$ 3,800.00       \$ 3,800.         Labor to fastal Key System On Pump (1 day)       \$ 950.00       \$ 2,061.       \$ 2,061.         Shipping       S 500.00       \$ 550.       \$ 66.         Mileage       1       En       \$ 550.00       \$ 550.         Ve Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Seven Thousand, Five Rundred Two Dollars & no/160       \$ 7,502.         We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Seven Thousand, Five Rundred Two Dollars & no/160       \$ 7,502.         We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: Seven Thousand, Five Rundred Two Dollars & no/160       \$ 7,502.         Michage       1 En down adminant above adminant above adminant and admine accordance with the above specification					PK	UP	JSA	AL.
Panola-County Road and Bridge       PHONE: 903-693-3763       DATE: 2/15/2011         Attr: Kim       1120 E. Sabine       Revised         Carthage TX,       Fax: 903-693-3763       DATE: 903-693-3763         We kersby ubruit specifications and estimates for:       To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump.       Fax: 903-693-5368         We kersby ubruit specifications and estimates for:       To furnish and install new Dresser Wayne mechanical single suction pump to replace customers existing suction pump.       Equipment         Wayne Reliance Mechanical Suction Pump one Product W/Pulser       1       Ea       \$ 3,800.00       \$ 3,800.10         Hanging Hardware Set       1       Ea       \$ 2,061.00       \$ 2,061.         Labor To Install Key System On Pump (1 day)       \$ 950.00       \$ 950.00       \$ 950.00         Shipping       I       Ea       \$ 550.00       \$ 50.00         Mileage       J       Ea       \$ 550.00       \$ 7,502.         Ve Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:       \$ 7,502.         Mileage       S 7,502.       \$ 7,502.         Mento be made as follows:       S 7,502.       \$ 7,502.         More Propose hereby to furnish material and labor - complete in accordance with the abo								
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1120 E. Sabine       Leastion       1120 E. Sabine       Revised         Carthage TX,       Interface       Interface </td <td></td> <td>-</td> <td>PHONE:</td> <td>903</td> <td>3-693-3763</td> <td>DATE</td> <td>: :</td> <td>2/15/2011</td>		-	PHONE:	903	3-693-3763	DATE	: :	2/15/2011
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#### AMENDMENT #3 PANOLA COUNTY PRE-TAX BENEFITS PLAN

#### ARTICLE III, SECTION 3.3 of the Panola County Pre-Tax benefits Plan shall read:

<u>Revocation of Election</u>: In general, an election made pursuant to Section 3.2 hereof may not be revoked during the Plan Year. However, revocation will be permitted, and a new election for the remainder of the Plan Year may be made, if such revocation is occasioned by a change in family status. Situations resulting in a change in family status will include, but are not limited to, (1) marriage, divorce or death of the Participant, spouse or any covered dependent, (2) birth or adoption of a child by the Participant, and (3) termination or initiation of employment of the Participant, spouse or any covered dependent.

Also in addition to the change in family status changes, revocation of election will be permitted when an employee and/or their dependent becomes entitled to Medicare, Medicaid, Children Health Insurance Program (Chips) or other Federal/State Agency Benefits. The revocation hereunder, and any new election, shall be made in writing on forms to be prescribed by the county.

County Judge David Anderson

Honorable Ronnie LaGrone Commissioner, Precinct One

Honorable John Gradberg Commissioner, Precinct Two

**ATTEST:** 

County Clerk Clara Jones

Humon & Roeld

Honorable Hermon E. Reed Jr. Commissioner, Precinct Three

Honorable Glen Dale LaGrone Commissioner, Precinct Four

