

FILED FOR RECORD  
IN MY OFFICE

AT 2:30 O'CLOCK P M

NOV 8 2012

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *Clara Jones* DEPUTY

**MEETING OF COMMISSIONERS' COURT  
OF PANOLA COUNTY**

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 12<sup>TH</sup> DAY OF NOVEMBER, 2012, 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:

**OPENING PRAYER.**

**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 separation of employment for Willie Perkins, a Seasonal Operator with the Panola County Road and Bridge Department, Precinct #3, effective October 23, 2012.
- b. To record the resignation of John Hearnberger, a Deputy Sheriff with the Panola County Sheriff's Department, effective October 26, 2012.

- c. To record a change in status of employment for Justin Cranford from Detention Deputy to Patrol Deputy with the Panola County Sheriff's Department, effective October 31, 2012 at the pay rate of \$18.16 per hour.
- d. To record the resignation of Justin Garza, a Detention Deputy with the Panola County Sheriff's Department, effective October 25, 2012.
- e. To record the appointment of Cutter Clinton as a Reserve Deputy for the Panola County Sheriff's Department effective October 31, 2012.
- f. To record the appointment of Chris Adams as a Reserve Deputy for the Panola County Sheriff's Department effective October 31, 2012.
- g. To record the employment of Harold Wayland McLemore as a Detention Deputy with the Panola County Sheriff's Department effective November 7, 2012 at the rate of \$12.00 per hour.
- h. To record the employment of Colton Quick as a Detention Officer with the Panola County Sheriff's Department effective November 4, 2012 at the rate of \$12.00 per hour.

**ROAD & BRIDGE**

- a. To accept and record a donation of 6,402 yards of dirt from Luminant for use by the Panola County Road and Bridge Department, Precinct #2.
- b. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #221 with an 8" gas line.
- c. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #274 with 8" and 6" gas lines.
- d. To approve and record a request by Orion Pipeline, LLC to cross under Panola County Road #1641 with an 8" natural gas line.

**MISCELLANEOUS**

- a. To approve minutes of Commissioners' Court meetings held during the month of October, 2012.
- b. To authorize the County Auditor to advertise for sealed bids for the purchase of Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field. Bid specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids will be opened December 10, 2012 at 9:00 o'clock a.m.
- c. To ratify and record the existing Agreement with West Law changing the platform to West Law Next.
- d. To authorize the County Auditor to advertise for sealed bids for the purchase of furniture, fixtures and equipment for Sammy Brown Library. Bid

specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids will be opened December 10, 2012 at 9:00 o'clock a.m.

- e. To approve and record 2012 Budget Amendment No. 20.
- f. To record copy of Juvenile Probation Department Budget Amendment #1 for FY-2013; and to record written statement containing date, time and place said proposed amendment will be finalized and approved.

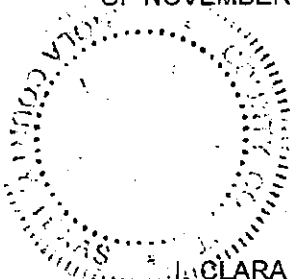
#### REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Commissioner, Precinct #2, John W. Gradberg (2); Panola County Indigent Healthcare Coordinator Vianna Cheshire; Panola County Commissioner, Precinct #1, Ronnie LaGrone; Panola County Commissioner Elect, Precinct #3, Frank R. Langley, Jr. (2); and Panola County Commissioner, Precinct #4, Dale LaGrone .
- 5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
- 6. To open sealed bids for electrical repairs, maintenance and installation work. Bids may be awarded at a future meeting of the Court.
- 7. To open sealed bids for housekeeping services for Panola County Courthouse, Annex, Judicial Center, Panola County Sheriff's Department, Panola County Detention Center, Probation Offices and Exposition Center. Bids may be awarded at a future meeting of the Court.
- 8. To open sealed proposals for the Installation and Maintenance of Computers, Printers, Scanners, and all Equipment Necessary for the Operation of Panola County's Internet Based Network. Proposal may be awarded at a future meeting of the Court.
- 9. To discuss and act upon authorizing the County Judge to enter into a contract with Amazing Grants, Inc. for grant management services for the County's Texas Community Development Block Grant award, STEP contract #712016, on behalf of Gary WSC. Fees to be paid with grant funds.
- 10. To discuss and act upon authorizing the County Judge to enter into a contract with Hayes Engineering, Inc. for project engineering for the County's Texas Community Development Block Grant award, STEP contract #712016, on behalf of Gary WSC. Fees to be paid with grant funds.
- 11. To discuss and act upon adopting a Resolution designating individuals as authorized signators for the County's TxCDBG Step contract #712016.

12. To discuss and act upon appointing Mary Kay Thomas the Labor Standards Officer for the County's TxCDBG STEP contract #712016.
13. To approve the Holiday Schedule for 2013.
14. To discuss and act upon adopting Order #2012-15 claiming an exemption from competitive bidding for Fiscal Year 2013 for medical treatment for various offenders housed in the Panola County Detention Center and for indigent residents who qualify pursuant to Texas Local Government Code, Section 262.024(a)(2) and (4).
15. To discuss and act upon adopting Order #2012-16 claiming an exemption from competitive bidding for Fiscal Year 2013 for electric power, gas, water, and other utility services.
16. To discuss and act upon adopting Order #2012-17 claiming exemptions from competitive bidding and competitive proposal requirements for Fiscal Year 2013 for food purchases for the Panola County Detention Center.
17. To discuss and act upon adopting Order #2012-18 closing Panola County Road #258-3.
18. To discuss and act upon approving an Agreement between Panola County and Emergency Communications Network with regards to the CodeRED Weather Warning Service.
19. To discuss and act upon approving a contract between East Texas Council of Governments and Panola County as it pertains to the Regional Juvenile Evaluations Program.
20. To discuss and act upon approving an IHS Non-Exclusive License Agreement between Panola County and Indigent Healthcare Solutions, Ltd. with regards to IHS software programs and related materials used by the Panola County Indigent Healthcare Coordinator.
21. To discuss and act upon approving an IHS Non-Exclusive License Agreement between Panola County and Indigent Healthcare Solutions, Ltd. with regards to IHS software programs and related materials used by the Panola County Sheriff's Department for inmate prescriptions.
22. To discuss and act upon approving Master Intergovernmental Cooperative Purchasing Agreement with U. S. Communities Government Purchasing Alliance.

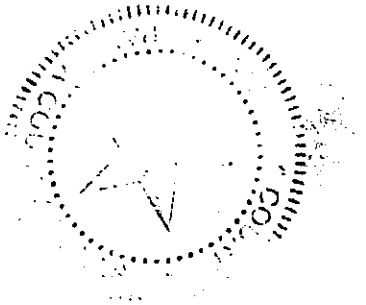
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8<sup>TH</sup> DAY  
OF NOVEMBER, 2012 AT 2:52 O'CLOCK P.M.



Clara Jones  
CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Clara Jones 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 8<sup>TH</sup> DAY OF NOVEMBER, 2012 AT 2:52 O'CLOCK P.M.



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

AT 9:30 O'CLOCK A M

DEC 11 2012

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY Clara Jones

The State of Texas  
The County of Panola

On this the 12th day of November A.D. 2012, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson  
Ronnie LaGrone  
John Gradberg  
Hermon E. Reed, Jr.  
Dale LaGrone

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

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

OPEN MEETING:

The meeting was opened with prayer by Judge Anderson.

1. CITIZEN COMMENTS:

William "Butch" Marsalis reported that Bobby Crow is taking treatments for Cancer.

2. COMMISSIONERS' REPORTS:

There were no Commissioners' reports.

3. COUNTY JUDGE'S REPORT:

There was no County Judge's Report.

4. CONSENT ITEMS:

PERSONNEL

a. To record the separation of employment for Willie Perkins, a Seasonal Operator with the Panola County Road and Bridge Department, Precinct #3, effective October 23, 2012.

b. To record the resignation of John Hearnberger, a Deputy Sheriff with the Panola County Sheriff's Department, effective October 26, 2012.

c. To record a change in status of employment for Justin Cranford from Detention Deputy to Patrol Deputy with the Panola County Sheriff's Department, effective October 31, 2012 at the rate of \$18.16 per hour.

d. To record the resignation of Justin Garza, a Detention Deputy with the Panola County Sheriff's Department effective October 25, 2012.

e. To record the appointment of Cutter Clinton as a reserve Deputy for the Panola County Sheriff's Department effective October 31, 2012.

f. To record the appointment of Chris Adams as a Reserve Deputy for the Panola County Sheriff's Department effective October 31, 2012.

g. To record the employment of Harold Wayland McLemore as a Detention Deputy with the Panola County Sheriff's Department effective November 7, 2012 at the rate of \$12.00 per hour.

h. To record the employment of Colton Quick as a Detention Officer with the Panola County Sheriff's Department effective November 4, 2012 at the rate of \$12.00.

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a. To accept and record a donation of 6,402 yards of dirt from Luminant for use by the Panola County Road and Bridge Department, Precinct #2.

b. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #221 with an 8" gas line.

c. To approve and record a request by Anadarko E&P Company, LP to cross under Panola County Road #272 with 8" and 6" gas lines.

d. To approve and record a request by Orion Pipeline, LLC to cross under Panola County Road #1641 with an 8" natural gas line.

#### MISCELLANEOUS

a. To approve minutes of Commissioners' Court meetings held during the month of October, 2012.

b. To authorize the County Auditor to advertise for sealed bids for the purchase of Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field. Bid specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids will be opened December 10, 2012 at 9:00 o'clock a.m.

c. To ratify and record the existing Agreement with West Law changing the platform to West Law Next.

d. To authorize the County Auditor to advertise for sealed bids for the purchase of furniture, fixtures and equipment for Sammy Brown Library. Bids specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, Carthage, Texas. Bids will be opened December 10, 2012 at 9:00 o'clock a.m.

e. To approve and record 2012 Budget Amendment No. 20.

f. To record copy of Juvenile Probation Department Budget amendment #1 for FY-2013; and to record written statement containing date, time and place said proposed amendment will be finalized and approved.

#### REQUESTS FOR CONFERENCE ATTENDANCE

a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Commissioner, Precinct #2, John Gradberg (2); Panola County Indigent Healthcare Coordinator Vianna Cheshire; Panola County Commissioner Precinct #1 Ronnie LaGrone; Panola County Commissioner Elect Precinct #3 Frank L. Langley, Jr. (2); and Panola County Commissioner, Precinct #4, Dale LaGrone,

Commissioner Ronnie LaGrone moved and Commissioner John Gradberg 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 THE MINUTES

5. Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE COPY OF BILLS ATTACHED.
6. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award the bid for electrical repairs, maintenance and installation work to Craig Electric. The motion passed unanimously. SEE COPY OF BID ATTACHED.
7. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to table the bids for housekeeping services for Panola County Courthouse, Annex, Judicial Center, Panola County Sheriff's Department, Panola County Detention Center, Probation Offices, Exposition Center, until the next Commissioners' Court meeting December 10, 2012 at 9:00 o'clock a.m. The motion passed unanimously.
8. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to table the proposals for the installation and Maintenance of Computers, Printers, Scanners, and all Equipment Necessary for the Operation of Panola County's Internet Based Network until the next Commissioners' Court meeting December 10, 2012 at 9:00 o'clock a.m. The motion passed unanimously.
9. Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to authorize the County Judge to enter into a contract with Amazing Grants, Inc. for management services for the County's Texas Community Development Block Grant award STEP contract #712016 on behalf of Gary WSC. Fees to be paid with grant funds. The motion passed unanimously.
10. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to authorize the County Judge to enter into a contract with Hayes Engineering, Inc. for project engineering for the County's Texas Community Development Block Grant award, STEP contract #712016, on behalf of Gary WSC. Fees to be paid with grant funds. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
11. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to adopt a Resolution designating individuals as authorized signators for the County's TxCDBG STEP contract #712016. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
12. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to appoint Mary Kay Thomas the Labor Standards Office for the County's TxCDBG STEP contract #712016. The motion passed unanimously. SEE COPY OF APPOINTMENT ATTACHED.
13. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to approve the Holiday Schedule for 2013. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.
14. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to adopt Order #2012-15 claiming an exemptions from competitive bidding for Fiscal Year 2013 for medical treatment for various offenders housed in the Panola County Detention Center and for indigent residents who qualify pursuant to Texas Local Government Code, Section 262.024(a)(2) and (4). The motion passed unanimously. SEE COPY OF ORDER ATTACHED.
15. Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to adopt Order #2012-16 claiming an exemption from competitive bidding for Fiscal Year 2013 for electric power, gas, water, and other utility services. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
16. Commissioner Hermon Reed moved and Commissioner Ronnie Lagrone seconded the motion to adopt Order #2012-17 claiming exemption from competitive bidding and competitive



proposal requirements for Fiscal Year 2013 for food purchases for the Panola County Detention Center. The motion passed unanimously. SEE COPY ORDER ATTACHED.

17. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to adopt Order #2012-18 closing Panola County Road #258-3. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

18. Commissioner Dale LaGrone moved and Commissioner Hermon Reed seconded the motion to approve an Agreement between Panola County and Emergency Communications Network with regards to the CodeRED Weather Warning Service. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

19. Commissioner Hermon Reed moved and Commissioner John Gradberg seconded the motion to approve a contract between East Texas Council of Governments and Panola County as it pertains to the Regional Juvenile Evaluations Program. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.

20. Commissioner Ronnie LaGrone moved and Commissioner Hermon Reed seconded the motion to approve an IHS Non-Exclusive License Agreement between Panola County and Indigent healthcare Solutions, Ltd. with regards to IHS software programs and related materials used by the Panola County Indigent Healthcare Coordinator. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

21. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to approve an IHS Non-Exclusive License Agreement between Panola County and Indigent Healthcare Solutions, Ltd. with regards to IHS software programs and related materials used by the Panola County Sheriff's Department for inmate prescriptions. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.


22. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve Master Intergovernmental Cooperative Purchasing Agreement with U. S. Communities Government purchasing Alliance. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

The meeting was then adjourned.

Dated this the 12<sup>th</sup> day of November, 2012.

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

ATTEST:

  
Clara Jones, County Clerk, Panola County, Texas



Commissioners Court Meeting  
November 12, 2012

1. Jacky Scott
2. Blake Wren
3. Karen Marsalis
4. William P. (Butch) Marsalis
5. Kyle Stephens
6. FRED HIGHTOWER
7. Diana Cheshire
8. Tina McMullen
9. Ron Clinton
10. Anne R. Layton, Jr.
11. Anne Stone
12. Mary Kay Thomas
13. Gloria Pittman
14. Delia Johnson
15. Becky Bailey
16. Daniel Knight
- 17.

# **CONSENT ITEMS**

VOL. 81 PAGE 496

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



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

October 26, 2012


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

Dear Judge Anderson,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

1. The resignation of Patrol Deputy John Hearnberger effective October 26, 2012.
2. The status change of Justin Cranford from a Detention Deputy to a Patrol Deputy effective October 31, 2012 at a pay rate of \$18.16 an hour.
3. The resignation of Detention Deputy Justin Garza effective October 25, 2012.

Sincerely,

  
Jack Ellett, Sheriff  
JE/hg

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9386



VOL. 81 PAGE 497

JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

October 30, 2012

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

Dear Judge Anderson,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

1. Record the appointment of Cutter Clinton to Reserve Deputy effective October 31, 2012.
2. Record the employment of Chris Adams as Detention Deputy effective October 31, 2012 at a pay rate of \$12.00 an hour.
3. The Status Change for Jeremy Nagle from Communications Officer to Communications Deputy effective October 31, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Ellett".

Jack Ellett, Sheriff  
JE/hg

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9368



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

October 31, 2012

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

Dear Judge Anderson.

Please add the following items to the next scheduled meeting of the Panola County  
Commissioner's Court:

1. Please record the appointment of Chris Adams as a Reserve Deputy effective  
October 31, 2012. Please strike from the record his employment as a Detention Deputy.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Ellett".

Jack Ellett, Sheriff

JE/hg

CC: Sidney Burns  
Gloria Portman

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



VOL. 81 PAGE 499

JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

November 1, 2012

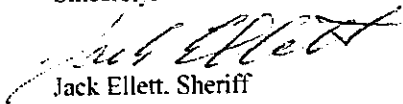
The Honorable David Anderson  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Dear Judge Anderson.

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

1. Please record the hiring of Harold Wayland McLemore as a Detention Deputy at a pay rate of \$12.00 an hour effective November 7, 2012.
2. Please record the hiring of Colton Quick as a Detention Officer at a pay rate of \$12.00 an hour effective November 4, 2012.

Sincerely,

  
Jack Ellett, Sheriff  
JE/hg

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

VOL. 81 PAGE 500

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 893-0333  
FAX (903) 893-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

November 2, 2012


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

Dear Judge Anderson,

Please add the following items to the next scheduled meeting of the Panola County Commissioner's Court:

Please strike from the record the request for the status change for Jeremy Nagle from Communications Officer to Communications Deputy effective October 31, 2012.

Sincerely,

  
Jack Ellett, Sheriff  
JE/hg

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION



## Donation

Date Oct. 24, 2013

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

\$                      and/or

material of the following type and amount 6,402 yds of dirt

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

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

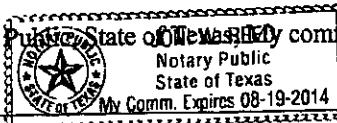
John Hudberg

Commissioner, Precinct # 2

Sworn and subscribed to this 24th day of October, 2013

John W. Reed  
08-19-2014

, Notary Public, State of ~~Ole Was~~ Texas, commission expires                     



(Panola County Commissioner' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 13th day of November, 2012.  
County Judge

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby give that:

Anadarko E&P Company LP Proposes to place a  
SEE ATTACHED MAP line within the Right-Of-Way  
of County Road: CR 221 as follows:

The proposed pipeline will cross under the indicated roads on the attached  
sheet. Installation shall be made by boring, total length of line in Panola County is  
as indicated on attached map.

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

Construction of this line will begin on or after the 1<sup>st</sup> day of December  
2012.

Firm:	<u>Anadarko E&amp;P Company LP</u>
By:	<u>Jay Bonner</u>
Title:	<u>Contract Agent</u>
Address:	<u>1617 Hwy 79 South</u> <u>Carthage, TX 75633</u>
Phone:	<u>870-405-8485</u>

**APPROVAL**

November 12, 2012

TO: Mr. Jay Bonner  
Anadarko E&P Company, LP  
1617 Hwy 79 south  
Carthage, Texas 75633

RE: CR #221

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" gas line as shown by accompanying drawings and notice except as noted below.

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

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

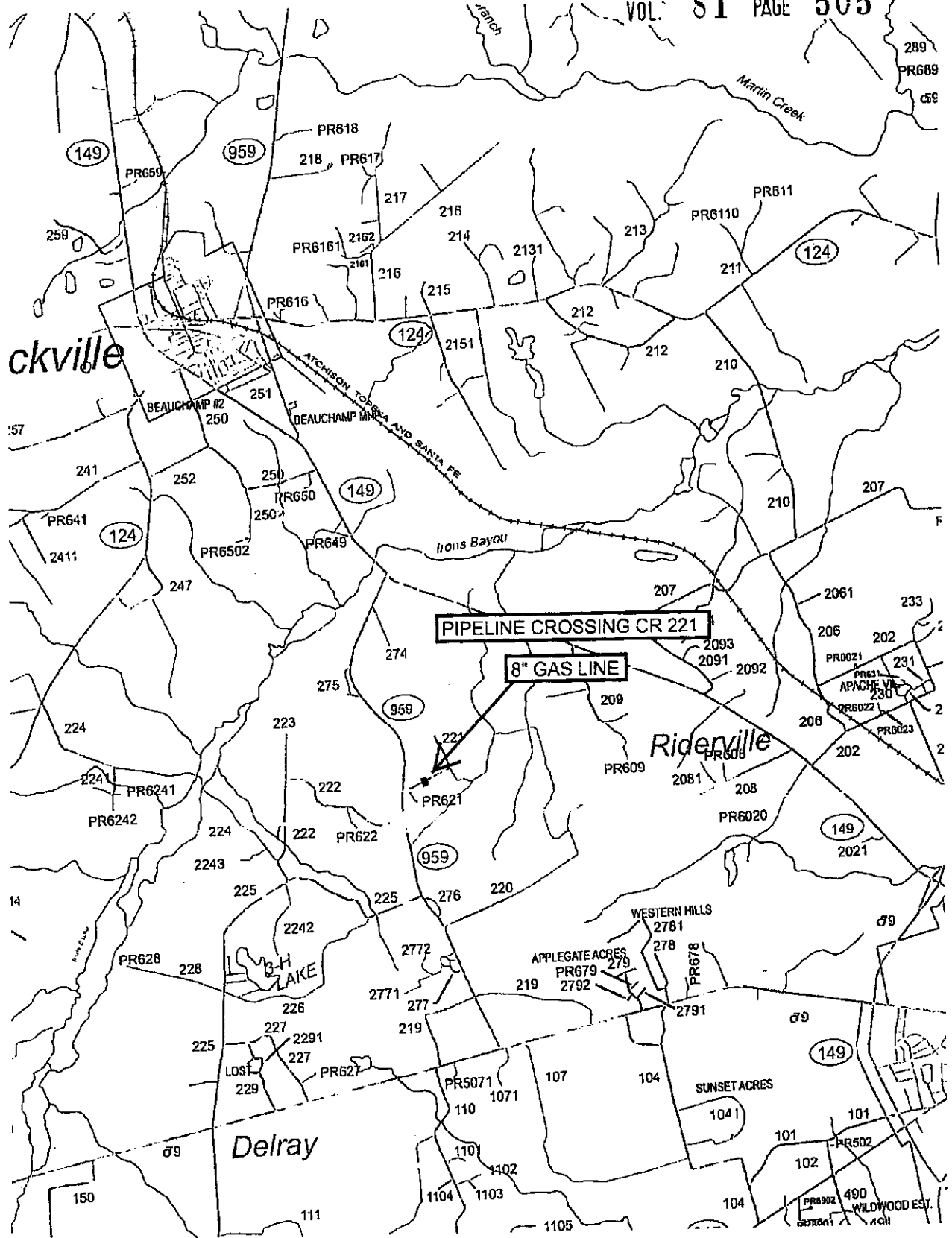
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved: David L. Anderson  
COUNTY JUDGE

COMMISSIONERS:

Precinct #1 Ronnie LaGrone  
Precinct #2 John Gradberg  
Precinct #3 Hermon E. Reed, Jr.  
Precinct #4 Dale LaGrone



VOL. 81 PAGE 506

**NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES**

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE TEXAS

Formal notice is hereby give that:

Anadarko E&P Company LP Proposes to place a  
SEE ATTACHED MAP line within the Right-Of-Way  
of County Road: CR 274 as follows:

The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by boring, total length of line in Panola County is as indicated on attached map.

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

Construction of this line will begin on or after the 1<sup>st</sup> day of December 2012.

Firm:	<u>Anadarko E&amp;P Company LP</u>
By:	<u>Jay Bonner</u>
Title:	<u>Contract Agent</u>
Address:	<u>1617 Hwy 79 South</u> <u>Carthage, TX 75633</u>
Phone:	<u>870-405-8485</u>

# APPROVAL

VOL. 81 PAGE 507

November 12, 2012

TO: Mr. Jay Bonner  
Anadarko E&P Company, LP  
1617 Hwy 79 south  
Carthage, Texas 75633

RE: CR #274


The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" & 6" gas lines as shown by accompanying drawings and notice except as noted below.

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

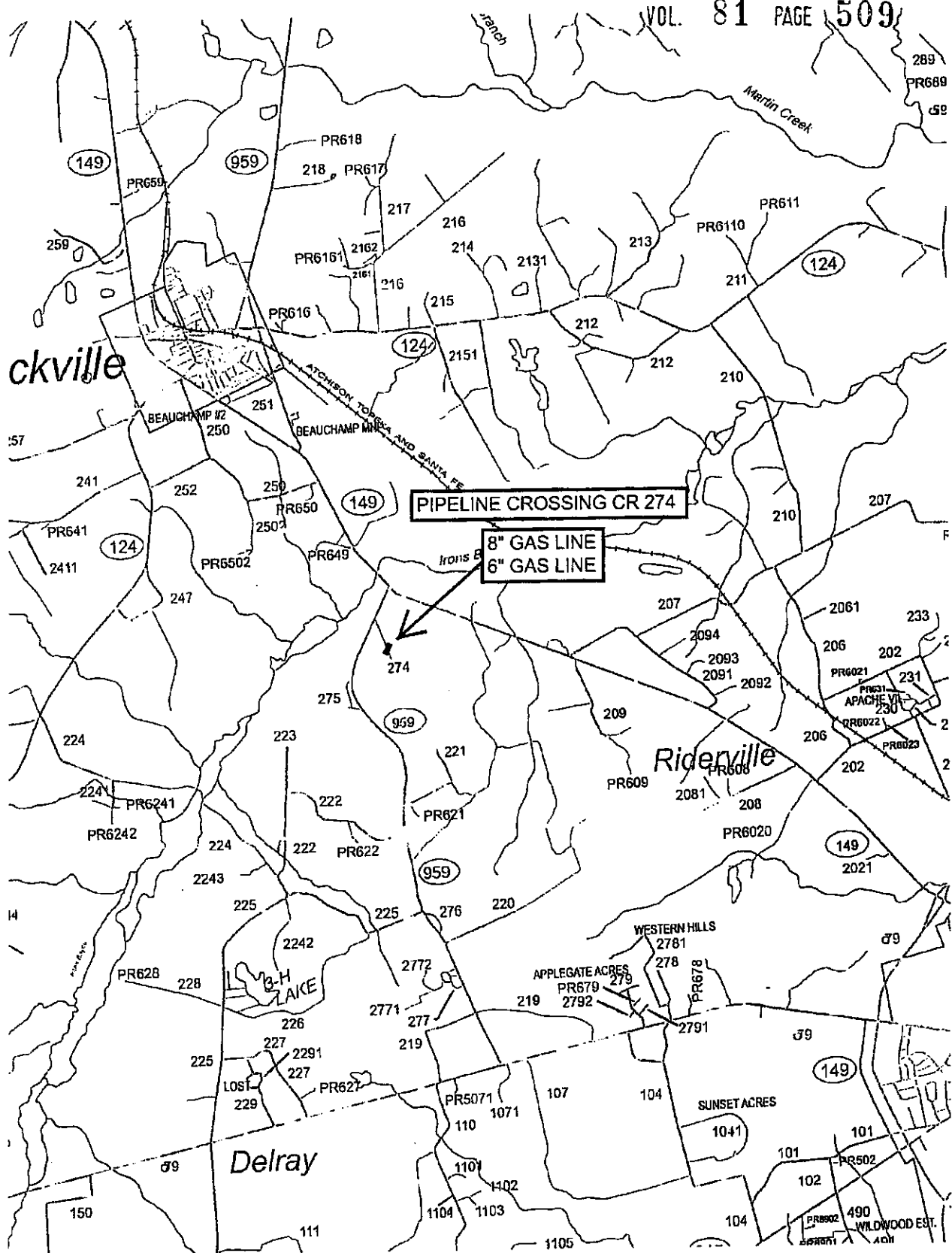
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS:

Precinct #1 Ronnie LaGrone  
Precinct #2 John Gradberg  
Precinct #3 Hermon E. Reed, Jr.  
Precinct #4 Dale LaGrone





VOL. 81 PAGE 510

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Orion Pipeline, LLC  
(COMPANY NAME)

Proposes to place a

8" Natural Gas  
(PIPE SIZE)

Line within the Right-of-Way

of County Road: CR 1641  
(NUMBER OF ROAD)

as follows:

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 40 ft

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

Construction of this line will begin on or after the 20<sup>th</sup> day of  
November 2018.

FIRM: Orion Pipeline  
BY: Justin Schaefer  
TITLE: Field Engineer  
ADDRESS: 100 E Ferguson St, 401  
Tyler, TX 75702  
PHONE: (903) 372-9066

**APPROVAL**

November 12, 2012

TO: Mr. Justin Schminkey  
Orion Pipeline, LLC  
100 E. Ferguson, Suite 404  
Tyler, Texas 75702

RE: CR #1641

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 8" natural gas line as shown by accompanying drawings and notice except as noted below.

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

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

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

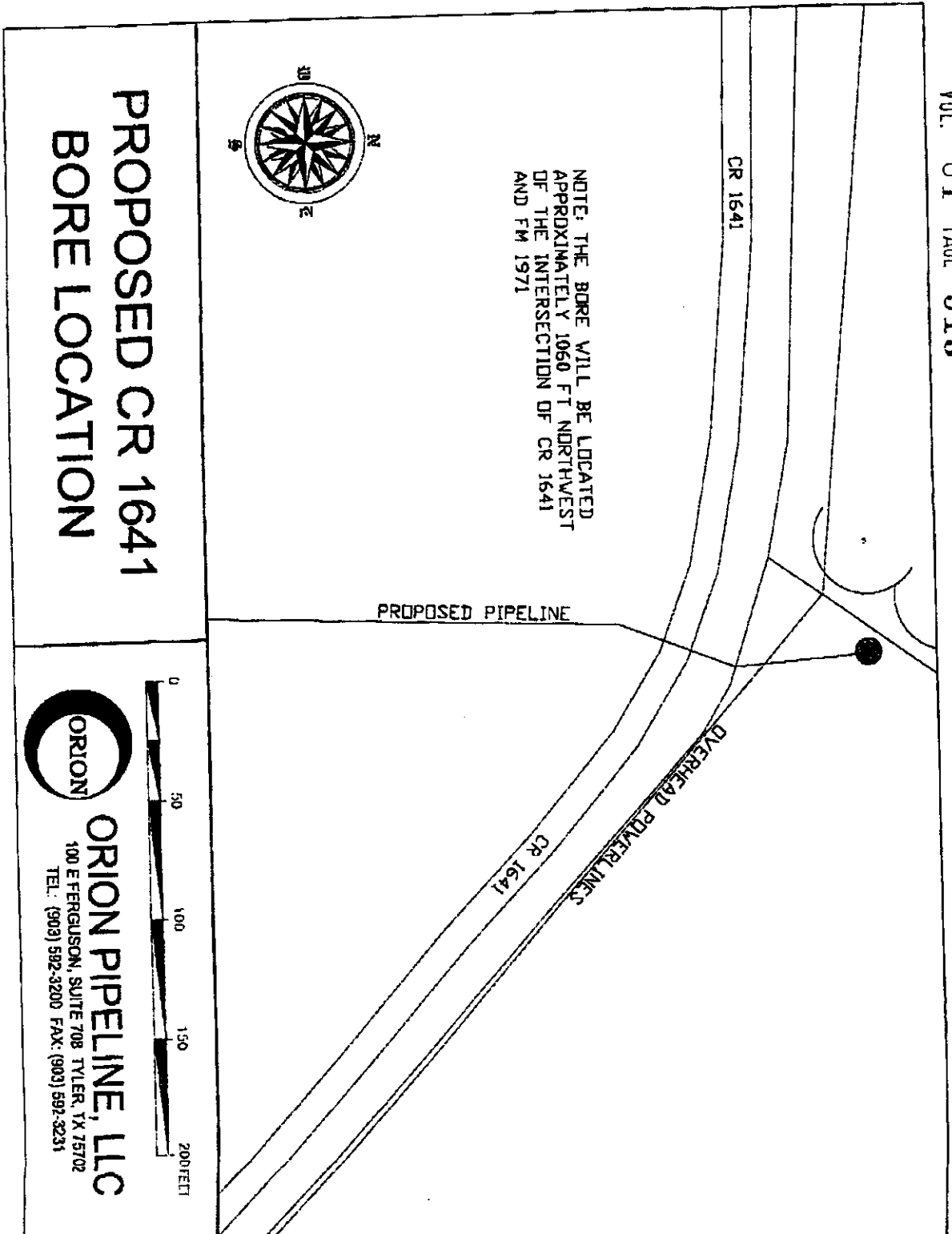
5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS:

Precinct #1 Ronnie LaGrone  
Precinct #2 John Gradberg  
Precinct #3 Hermon E. Reed, Jr.  
Precinct #4 Dale LaGrone

VOL. 81 PAGE 513



VOL. 81 PAGE 514

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 10, 2012

MARK ENVELOPES

"BID, AVIATION GASOLINE 100LL AND JET A FUEL"

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

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

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

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Signature of Bidder

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**AVIATION GASOLINE 100LL AND JET A FUEL**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 a.m., Monday, December 10, 2012

Mark Envelopes:

**"BID, AVIATION GASOLINE 100LL AND JET A FUEL"**

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

\_\_\_\_\_  
Signature of Bidder

**INVITATION TO BID**  
**INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2013.

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

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

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

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

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

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

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

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

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

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

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

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Signature of Bidder



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

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

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

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

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

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

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

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

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

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

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

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Signature of Bidder

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

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

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

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

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

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

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

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Signature of Bidder

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

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

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

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

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

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

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

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

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

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

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Signature of Bidder

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

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

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

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

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

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

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

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

---

Signature of Bidder

**FUEL SPECIFICATIONS**

**AVIATION GASOLINE** - 100LL Minimum knock value lean (octane number) 100 minimum. Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be **refused at no cost** to Panola County.

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

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

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 11/28/12. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

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

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

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

The estimated quantity to be purchased in **2013** is **80,000** gallons of aviation gasoline and **10,000** gallons of Aviation Jet A. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

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

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

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

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

Bids shall be submitted on the attached bid form.

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

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

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

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

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2013, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at \_\_\_\_\_ cents per gallon over refinery rack price.  
Refinery rack price on 11-28-12 \_\_\_\_\_ cents/gallon.
- b) Additional Freight Charges for Bobtail Load \_\_\_\_\_ cents per gallon.
- c) Jet A at \_\_\_\_\_ cents per gallon over refinery rack price.  
Refinery rack price on 11-28-12 \_\_\_\_\_ cents/gallon.
- d) Additional Freight Charges for Bobtail Load \_\_\_\_\_ cents per gallon.

Exceptions To Specifications: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

ACCEPTED:

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE

**WEST®****Order Notification**Contact your representative [dan.ramirez@thomsonreuters.com](mailto:dan.ramirez@thomsonreuters.com) with any questions. Thank you.

Order ID: 378659

**Subscriber Information**

**Account Address:**  
 Account #: 1003176982  
 PANOLA COUNTY LAW LIBRARY  
 PATRON ACCESS  
 216A COURTHOUSE  
 CARTHAGE, TX 75633  
 US  
 903-693-3763

**Shipping Address:**  
 Account #: 1003176982  
 PANOLA COUNTY LAW LIBRARY  
 PATRON ACCESS  
 216A COURTHOUSE  
 CARTHAGE, TX 75633  
 US  
 903-693-3763

**Billing Address:**  
 Account #: 1003176982  
 PANOLA COUNTY LAW LIBRARY  
 PATRON ACCESS  
 216A COURTHOUSE  
 CARTHAGE, TX 75633  
 US  
 903-693-3763

**Payment and Shipping Information**

**Payment Method:**  
 Payment Method: WestAccount  
 Account Number: 1003176982

**Shipping Information:**  
 Shipping Method: FREE Ground Shipping - U.S. Only

**Additional Information**

Created By: 0058311  
 Order Source: 27  
 Revenue Channel: 30  
 Order Date: 10/30/2012 10:27:11 AM  
 P.O. Number:  
 Additional Data B: 10

**Order Contact Information**

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
David	Anderson	david.anderson@co.panola.tx.us		Order Confirmation Contact	28
David	Anderson	david.anderson@co.panola.tx.us		Primary Password Contact	24

**Internal Comments**

**OF Ver:** <https://orderinformation.west.thomson.com/esigs/ofversion.aspx?orderid=91df6736-d6c9-4f91-9f8b-573cca898762&isofview=yes>

**Worksheet:** <https://orderinformation.west.thomson.com/esigs/of.aspx?orderid=27d69615-272a-47f9-b6ee-81673da73eff>

**TechContactInfo:** Panola County Law Library; david.anderson@co.panola.tx.us; (903) 693-3763

**TechIpRange:** 0.0.0.0 To 0.0.0.0

**New Products - WestlawPRO/CD/WLEC/Other**

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™) (Banded)	40988734

Modules to include in Custom PRO:

Material ID	Description
40982568	Primary Law with KeyCite®: All — Texas (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
40982173	Analytical Library Texas (WestlawNext™);
40982176	Texas Practice Guide® (WestlawNext™);
40982220	Texas Practice Series (WestlawNext™);

Special Options: Number of Terminal Users: 2

Monthly Charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for WestlawPRO and/or West LegalEdcenter products will be billed as set forth herein.

**NON-GOVERNMENT SUBSCRIBERS ONLY:**

Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term (s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

**GOVERNMENT SUBSCRIBERS ONLY:**

Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

2 attorneys (partners, shareholders, associates, contract or staff attorneys of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

Order Subtotal: N/A

\* Estimated Tax: TBD

Order Total: \$0.00

Products Under 12 month contract term: \$1,251.18

\*\* Billed Monthly Total: \$1,251.18

\* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

\*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

\*\* First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Lapse Subscriptions		
Active Subscriptions to Lapse	Contract Number	Material ID
WESTLAW ANALYTICAL LIBRARY TX	0116553234	30303444
GOVERNMENT GC ALL PRIMARY LAW MODULE	0116553238	40443517
WESTLAW SELECT	0116553239	40583981
WESTLAW TX PRACTICE GUIDE	0116553235	30303451
WESTLAWPRO TX PRACTICE	0116553236	30304608
WESTLAWPRO WITH KEYCITE ALL TX	0116553237	40043681

**Subscription Service, Passwords and West km Software.** Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed



separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data.

**General Provisions for Non Government Subscribers Only.** This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**General Provisions for Government Subscribers Only.** This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

**Returns.** If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

#### **Additional Contract Information**

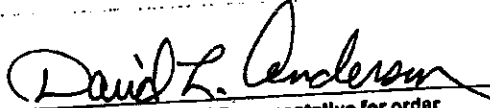
##### **NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 378659

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this order. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this order, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.



Signature of Authorized Representative for order

David L. Anderson

Printed Name

County Judge

Title

October 31, 2012

Date

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**PANOLA COUNTY**

**SAMMY BROWN LIBRARY**

**321 South Market Street**

**Carthage, TX**

**FFE SPECIFICATIONS**

**November 1, 2012**



VOL. 81 PAGE 528  
**Project Information**

PROJECT NAME:  
PROJECT LOCATION:

Sammy Brown Library  
321 South Market Street  
Carthage, TX 75633

PROJECT NUMBER:  
DATE:  
REVISED:

00050  
1/1/1900

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PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75833

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

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, DECEMBER 10, 2012

MARK ENVELOPES

**"FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY"**

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 Maureen Arndt at (214) 770-2320.

---

Signature of Bidder

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 a.m., Monday, December 10, 2012

Mark Envelopes:

**"FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY"**

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

\_\_\_\_\_  
Signature of Bidder

**INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2012.

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

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

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

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Signature of Bidder



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

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

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

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

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

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

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

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

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

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

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Signature of Bidder

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.

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

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

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

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

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

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

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Signature of Bidder

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 © descriptive information as to the item(s) delivered.

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

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

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

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

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Signature of Bidder

and be free from all defects in material, workmanship and title.

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Maureen Arndt at 214-770-2320.

---

Signature of Bidder

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, DECEMBER 10, 2012

MARK ENVELOPES

**"FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY"**

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 Maureen Arndt at (214) 770-2320.

---

Signature of Bidder

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY**

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 9:00 a.m., Monday, December 10, 2012

Mark Envelopes:

**"FURNITURE, FIXTURES AND EQUIPMENT FOR SAMMY BROWN LIBRARY"**

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

\_\_\_\_\_  
Signature of Bidder

BID PROPOSAL FOR THE FURNITURE, FIXTURES AND EQUIPMENT FOR

SAMMY BROWN LIBRARY

321 Market Street

Carthage, TX

Bid Date: December 10, 2012 9:00 am

Submitted By: \_\_\_\_\_

To: County Judge  
Panola County Courthouse, Room 216-A  
Carthage, TX 75633

The undersigned, having examined the drawings, project manuals and being familiar with all of the conditions surrounding the work, including the availability of materials and labors, hereby proposes to furnish all labor, materials, services, equipment and appliances required in conjunction with properly incidental to ALL WORK for Installation of Furniture, Furnishings and Equipment for Sammy Brown Library in conformance with the following drawings and project manual prepared by 720 design inc. and dated November 1, 2012. Schedules must be bid in full for each section as set forth in the Bidding Documents; no partial bids will be accepted.

Drawings: A 2.04 Furniture Plan

Project Manual: Technical Specifications, Division 01 through 12  
All addenda as acknowledge herein

Note: The Work has been divided into seven packages as further defined in Section 01010 and outlined in the Bid Proposal. If not bidding on a package, a bidder must indicate with N/A in lieu of a bid amount.

Schedule 1: Furniture Section 12500 Base Bid as set forth in the Bidding Documents, installation for the stipulated sum of:

\_\_\_\_\_ Dollars(\$\_\_\_\_\_)

**EXTRA STOCK—alternate bid #1**

Upholstery - Provide a minimum of 5% extra upholstery but not less than yardage to re-upholster one item for all types of fabric specified. The extra stock upholstery shall be purchased from the same die lot

as the fabric applied to each item specified in the section. Extra stock yardage is not to consist of cut remnants from furniture vendors, but in full useable amounts. All extra stock upholstery shall be provided to the architect/interior designer one month before the grand opening date for verification and approval. Vendor will provide for the stipulated sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Storage: Provide monthly cost to store delivery order according to each schedule bid in a secure conditioned space. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Complete the itemized schedule following the bid form for each schedule bid.

CHANGES IN THE WORK

For the purpose of any addition or reduction in the work if any, which causes an increase or decrease in the actual Contract Amount, the Contractor's overhead and Profit shall be adjusted in the following percentage times the actual invoice cost increase(s), above or savings below, the amount included in the Contract not to exceed a total of 10 percent.

Overhead 5%

Profit 5%

ACKNOWLEDGEMENTS

Items purchased for this project are exempt from Texas State and local Sales Tax. The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Project Manuals, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

TIME OF COMPLETION

The undersigned agrees to complete the Work with the three (3) week period specified in Section 01010 - Summary of Work, commencing no later than 120 days from issuance of Notice to Proceed and as determined in Section 01760 - Project Schedules.

The undersigned affirms that the stipulated base bid sum represents the entire cost per contract documents as defined in the Instructions to Bidders. Article 1, Paragraph 1.1.3 (drawings, project manuals and addenda) and that no claims will be made on account of any increase in wage scales, material prices, insurance, cost indexes, or any other rates affecting the construction industry and/or this project.

Respectfully Submitted,

Date: \_\_\_\_\_

Signed: \_\_\_\_\_



Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Legal Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Organized as a: (Mark One)

Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Under the Laws of the State of \_\_\_\_\_

SEAL: If a corporation, emboss seal in space provided above.

Note: Do not detach Bid from other pages. Fill in with ink and submit complete with other papers. name should be typed or printed under all signatures in the proposal.

LEAD TIMES/INSTALLATION TIMES

The following lead times have been quoted per bid package, which includes order entry, C.O.M. delivery, acknowledgement time, fabrication and route delivery estimates from the date of order entry.

The following are estimated installation times for each manufacturer which includes loading trucks, drive to job site, unloading and installation, clean up and punch list.

<u>BID PACKAGE</u>	<u>LEAD TIME</u>	<u>INSTALLATION TIME</u>
BID PACKAGE SCHEDULE 1	_____	_____

Complete the following itemized bid tabulation form:

Item #	Item/Description	Qty	Price	Total
Total:				
<b>12500 FURNITURE</b>				
<u>F-CART</u>	Serving Cart - 20 x 30 Serving Cart	1		
<u>F-CH10F</u>	CH10F - Children's Ottoman	2		
<u>F-CH10H</u>	CH10H - Children's Lounge Chair	2		
<u>F-CH10J</u>	CH10J - Children's Footstool Bench	1		
<u>F-CH14</u>	CH14 - Children's Reader Chair	4		
<u>F-CH16</u>	CH16 - Children's Reader Chair	14		
<u>F-CH18</u>	CH18 - Adult Reader Chair	40		
<u>F-CH20E</u>	CH20E - Adult Lounge Chair	1		
<u>F-CH20F</u>	CH20F - Adult Lounge Chair	2		
<u>F-CH20G</u>	CH20G - Adult Lounge Chair	1		
<u>F-CH21F</u>	CH21F - Belle Lounge Chair	1		
<u>F-CH21G</u>	CH21G - Belle Lounge Chair	1		
<u>F-CH23D</u>	CH23D - Adult Lounge Chair w/ Tablet arm	2		
<u>F-CH24A</u>	CH24A - Adult Lounge Chair	1		
<u>F-CH24B</u>	CH24B - Adult Lounge Chair	3		
<u>F-CH30</u>	Stack Chair - Mimic	82		
<u>F-CHB01C</u>	CHB01 - Aussie Setee with Rounded Arms	2		
<u>F-CHCART</u>	CART - Mimic Chair Cart	3		
<u>F-NAME</u>	NAME - Magnetic Sign Insert	12		
<u>F-TA4224</u>	TA4224 - 42" Children's Table	1		
<u>F-TA4226</u>	TA4226 - 42" Children's Table	2		
Total:				

Sammy Brown Library FFE  
Panola County  
Carthage, TX

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SECTION 01010 -- SUMMARY OF WORK

PART 1 -- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

1.2 PRODUCT DESCRIPTION

- A. The project consists of the new signage and furniture for the Sammy Brown Library for Panola County, TX, in Carthage, Texas as shown on drawing A2.4 prepared by 720 design dated July 9, 2012.

PART 2 -- PRODUCTS (Not applicable).

PART 3 -- EXECUTION (Not applicable).

END OF SECTION 01010

SUMMARY OF WORK

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SECTION 01035 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this section:
1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
  2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  3. Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.
  4. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect's Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
1. Proposal requests issued by the Architect are for information only. Do not consider them as instruction either to stop work in progress, or to execute the proposed change.
  2. Unless otherwise indicated in the proposal request, within 20 days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.

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- a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
- B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reason for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the contract Sum and Contract Time.
  2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section: Product Substitutions" if the proposed change in the Work requires the substitution of one product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for change Order Proposal Requests.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments of the Contract.

#### 1.6 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signature of the Owner and Contractor on AIA form G701, as provided in the Conditions of the Contract.

PART 2 – PRODUCTS (Not applicable).

Part 3 – EXECUTION (Not applicable).

MODIFICATION PROCEDURES

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## SECTIONS 010195 – REFERENCE STANDARDS AND DEFINITIONS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

#### 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "schedule." And "specified" are used to help the reader locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architects, action on the Contractor's, submittals, applications, and requests, is limited to the Architect's, duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, removing all packing materials from the site, and similar operations.
- H. "Provide": The term "provide" means to finish and install, complete and ready for the intended use.
- I. "Installer": An installer is the contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals or a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

- J. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the project is to be built.

- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, wither at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on CSI's 16-Division format and Master Format's, numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Streamlined Language: The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.

### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.

- C. Conflicting Requirements: Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum or quality levels, comply with the most stringent requirement. Refer to the architect before proceeding for a decision on requirements that are different but apparently equal, and it is uncertain which requirement is the most stringent.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum acceptable. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with Industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

#### 1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. The Architect has contacted authorities having jurisdiction where necessary to obtain information to prepare Contract Documents. Contract authorities having jurisdiction directly for information and decisions regarding on the work.

#### 1.6 SUBMITTALS

- A. Permits, Licenses, ad Certificates: For the Owner's, records, submit copies or permits, licenses, certification, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS (not applicable).

PART 3 – EXECUTION (Not applicable).

END OF SECTION 01095

REFERENCE STANDARDS AND DEFINITIONS

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SECTION 01200 – PROJECT MEETINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings, including but not limited to, the following:
  - 1. Coordination Meetings.
  - 2. Final Review
- B. Installation schedules will be determined at a construction coordination meeting in or around February 2012.

PART 2 – PRODUCTS (Not applicable).

PART 3 – EXECUTION (Not Applicable).

END OF SECTION 01200

PROJECT MEETING

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## SECTION 01300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor's construction schedule.
2. Submittal schedule.
3. Shop Drawings.
4. Product Data.
5. Samples

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of installation activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  2. Coordinate transmittal of different types submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
    - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
    - b. If an intermediate submittal is necessary, process the same as the initial submittal.
    - c. Allow two weeks for reprocessing each submittal.

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- d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

#### 1.4 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurements.
  - 6. Sheet size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
  - 7. Submittals: Submit one correctable translucent reproducible print will be returned.
    - a. One of the prints returned shall be marked-up and maintained as a "Record Document".

#### 1.5 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instruction, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
  - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

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3. Submittals: Submit 4 copies of each required submittal; submit 6 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications requires.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
  - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
  - b. Do not permit use of unmarked copies of Product Data in connection with construction.

#### 1.6 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of material, color range sets, and swatches showing color, texture and pattern.
  1. Mount dispel, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
    - a. Generic description of the Sample.
    - b. Sample source.
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.
  2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections operation and similar construction characteristics.
  3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

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- a. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
  4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
  5. Maintain sets of Samples as returned at the Project site, for quality comparisons throughout the course of construction.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
    - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
  - B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers and others as required for performance of the Work. Show distribution on transmittal forms.
  1. Field Samples specified in individual Sections are special types of Samples, field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
- 1.7 ARCHITECT'S ACTION
- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
    1. Compliance with specified characteristics is the Contractor's responsibility.
  - B. Action Stamp: The Architect will stamp each submittal with a uniform self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken.
    1. Final Unrestricted Release: Where submittals are marked "Reviewed", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon the compliance.
    2. Final-But Restricted Release: When submittals are marked "Furnish as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the contract Documents; final acceptance will depend on that compliance.
    3. Returned for Resubmittal: When submittal is marked "Not Approve, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different mark.

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- a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project or other activity, the submittal will be returned, marked "Action Not Requires".
4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 – PRODUCTS (Not applicable).

PART 3 – EXECUTION (not applicable)  
END OF SECTION 01300

SUBMITTALS

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## SECTION 01700 - PROJECT CLOSEOUT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

## 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection Procedures.
  2. Project record document submittal.
  3. Operating and maintenance manual submittal.
  4. Submittal of warranties.
  5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary procedures: Before requesting inspection for certification of Substantial Completion, complete the following: List exceptions in the request.
1. In the application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction and reasons the Work is not complete.
  2. Advise Owner of pending insurance change-over requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  4. Obtain and submit release enabling the Owner unrestricted use of the Work and access to services and utilities; Include occupancy permits, operating certificates and similar releases.
  5. Deliver tools, spare parts, extra stock, and similar items.
  6. Mark final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

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7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
8. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat on final inspection when requested and assured that the Work has been substantially completed. If additional inspections are required the contractor will be responsible for payment to the Architect on an hourly rate. This rate will be the Architect's standard billing rate for the Architect on site.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where requires.
2. Submit and updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the listed has been endorsed and dated by the Architect.

PART 2 - (Not applicable).

#### PART 3 - EXECUTION

##### 1.1 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions are included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  1. Complete the following cleaning instructions before requesting inspection for Certification of Substantial Completion

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- a. Remove labels that are not permanent labels.
- b. Remove all packing materials from site.
- c. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
  1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 01700

PROJECT CLOSEOUT

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SECTION 01740 – WARRANTIES AND BONDS

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## PART 1 – GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.

## 1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  2. General closeout requirements are included in Section "Project Closeout."
  3. Specific requirements for warranties for the Work and products and installations that are specified requirements for warranties are included in the individual Sections of Divisions 2 through 16.
  4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

## 1.3 WARRANTY REQUIREMENTS

- A. Related damages and losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Resources: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights. Or remedies.
1. Rejection of Warranties: The Owner reserves the right to reject warranties and no limit selections to products with warranties not in conflict with requirements of the Contract Documents.

WARRANTIES AND BONDS

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- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing are to do so.

1.4 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
1. Refer to individual Sections of Divisions 2-through-16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the project title or name of the Contractor.
3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCT (not applicable).

PART 3 – EXECUTION

END OF SECTION 01740

WARRANTIES AND BONDS

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SECTION 01760 – PROJECT SCHEDULE

PART 1 – GENERAL

1.1 RELATEE DOCUMENTS

- A. Drawings specifications and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section. It is the responsibility of the Contractor and all subcontractors to locate information pertaining to required items of work specified or indicated elsewhere in the Contract Documents.
- B. The preliminary schedule will have furniture installed March 2013.

END OF SECTION 01760

PROJECT SCHEDULE

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FABRIC SELECTIONS FOR SAMMY BROWN LIBRARY				
Panola County, Carthage, TX				
	MANUFACTURER	PATTERN	COLOR	CONTACT
A	Momentum	Canter	Ancho	Adult
B	Architex	Roxy	Nightlife	Adult
C	Architex LJH	Corrales	Vino	Adult
D	Paul Brayton	Kasbah	Snake Charmer	Adult
E	Maharam	Coincide	Bungalow	Adult
F	Maharam	Sudden	Largo	Adult/Children
G	Momentum	Revolve	Expresso	Children
H	Architex	Sergeant Salt n P	Sky	Children
J	Anzea	Linette	Red Dot	Children

1 November 2012

Sammy Brown Library FFE  
Panola County  
Carthage, TX

720 design inc.

## SECTION 12500 - LIBRARY FURNITURE

## PART 1 - GENERAL

## 1.1 FURNISHINGS - LIBRARY FURNITURE

## 1.2 SUBMITTALS

- A. Product data for each type of furniture item and assembly accessory required. Submit written data on physical characteristics, durability, and flame resistance characteristics.
- B. Samples for verification purposes prepared from same material to be used for the work:
  - 1. Six-inch square samples of each type of upholstery and fabric finish required. Three (3) each.
  - 2. Twelve-inch square samples of each wood species and finish required. Three (3) each.
  - 3. Twelve-inch square samples of each plastic laminate required. Three (3) each.
  - 4. Dimensioned shop drawings of each table specified.
- C. Material test reports from qualified independent testing laboratory indicating and interpreting test results relative to compliance of materials with requirements indicated.
- D. Product Certificates: Signed by the manufacturer certifying that materials furnished comply with specified requirements. Include supporting certified laboratory testing data indicating that material meets specified test requirements.
- E. Maintenance data for furniture for inclusion in Maintenance Manual specified in Division 1.
- F. Time Table: Each bidder must state in the form of a bid submittal, the time it will take them to perform the work if contract awarded to their firm. The time period must be stated from time of award to time of delivery and days required for completion of installation.

## 1.2 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain furniture types from one source from a single manufacturer.
- B. Physical Properties: Provide furniture that is identical to that tested for the following physical properties, according to test method indicated by UL, BIFMA, ANSI, or other testing and inspecting agency acceptable to authorities having jurisdiction.

## 1.3 WARRANTY

- A. Special Product Warranty: Submit a written warranty, executed by manufacturer/Dealer, agreeing to repair or replace furniture which fails in materials or workmanship within the specified warranty period. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Manufacturer under the standard product warranty.
  - 1. Warranty Period is 10 years after date of Substantial Completion.

LIBRARY FURNITURE

12500-1

1.5 EXTRA STOCK—alternate bid #1

- A. Upholstery - Provide a minimum of 5% extra upholstery but not less than yardage to re-upholster one item for all types of fabric specified. The extra stock upholstery shall be purchased from the same die lot as the fabric applied to each item specified in the section. Extra stock yardage is not to consist of cut remnants from furniture vendors, but in full useable amounts. All extra stock upholstery shall be provided to the architect/interior designer one month before the grand opening date for verification and approval.

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine furniture prior to installation for defects and damage. Do not proceed with installation until unsatisfactory conditions have been rectified.

3.2 INSTALLATION

- A. Manufacturer's instructions: Install furniture to comply with manufacturers instructions.
- B. Clean all furniture and finishes before acceptance by owner.
- C. Remove all packing and shipping materials from site. Leave all areas clean and free of debris.

LIBRARY FURNITURE 12500 SCHEDULE:

LIBRARY FURNITURE

12500-2

**FF&A SPECIFICATION****12500 FURNITURE****VOL. 81 PAGE 565****ITEM:** Serving Cart**PROJECT NAME:** Sammy Brown Library**DESCRIPTION:** 20 x 30 Serving Cart**MODEL NO:** Entourage Serving Cart**LOCATION:** Carthage, TX**FINISH:** Natural Maple Doors: Cappicchino Mt**PROJECT NO:** 00050**DIMS:****ISSUED:** 8/28/2012**REVISED:****MANUFACTURER SOURCE:**

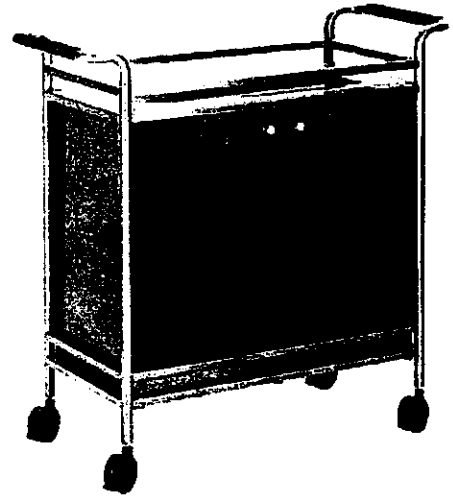
Versteel  
2332 Cathy Lane  
Jasper, Indiana 47546  
T 800-876-2120  
F 812-482-9318  
[contact@versteel.com](mailto:contact@versteel.com)

**VENDOR REPRESENTATIVE:**

Reid Cooper  
1444 Oak Lawn Ave., #301  
Dallas, Texas 75207  
T 214.745.8905  
F 214.768.7969  
[Licia Miller Kamler](mailto:Licia.Miller.Kamler)

**NOTES:**

Laminate to match Pionite Sugar maple  
Pull 3B

**TOTAL QUANTITY:** 1**SPECIAL INSTRUCTIONS:****ITEM LOCATION**

Meeting: 117 Kitchen

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CART**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)



**FF&A SPECIFICATION****12500 FURNITURE**

ITEM: CH10F

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Children's Ottoman

MODEL NO: 205-H2 Portofino Footstool

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: "w x "d x 17"h Dia:36"

ISSUED: 4/25/2012

REVISED: 9/25/2012

**MANUFACTURER SOURCE:**

Paul Brayton  
403 Interstate Drive  
Archdale, NC 27263  
T ( 800 ) 882 - 4720  
F ( 336 ) 882 - 5300

**VENDOR REPRESENTATIVE:**

Lynda Goodlloe  
1701 Shepard Rd.  
Sanger, TX 76266  
T (469) 688-8419  
F (940) 458-2074  
[lgoodlloe@focusplus.net](mailto:lgoodlloe@focusplus.net)

**NOTES:**

TOTAL QUANTITY: 2

SPECIAL INSTRUCTIONS:

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

ITEM LOCATION

112 Children's Area: Tots

ITEM NUMBER:

**F-CH10F****720**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MAmdt@720design.net](mailto:MAmdt@720design.net)

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 567

ITEM: CH10H

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Children's Lounge Chair

MODEL NO: 205 Portofino Lounge

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: 32"w x 30"d x 31"h

ISSUED: 4/25/2012

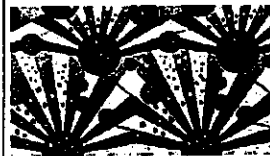
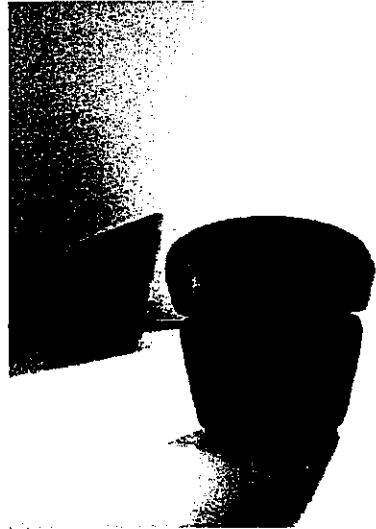
REVISED:

**MANUFACTURER SOURCE:**

Paul Brayton  
403 Interstate Drive  
Archdale, NC 27263  
T ( 800 ) 882 - 4720  
F ( 336 ) 882 - 5300

**VENDOR REPRESENTATIVE:**

Lynda Goodloe  
1701 Shepard Rd.  
Sanger, TX 76266  
T (469) 688-8419  
F (940) 458-2074  
[lgoodloe@focusplus.net](mailto:lgoodloe@focusplus.net)

**NOTES:****TOTAL QUANTITY: 2****SPECIAL INSTRUCTIONS:****ITEM LOCATION**

112 Children's Area: Tots

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CH10H**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

VOL. 81 PAGE 568

**FF&A SPECIFICATION 12500 FURNITURE**

ITEM: CH10J  
DESCRIPTION: Children's Footstool Bench  
MODEL NO: 205-H2 Portofino Footstool  
FINISH:  
DIMS: 20"W x 34"D x 17"H

PROJECT NAME: Sammy Brown Library  
LOCATION: Carthage, TX  
PROJECT NO: 00050  
ISSUED: 4/25/2012  
REVISED: 9/25/2012

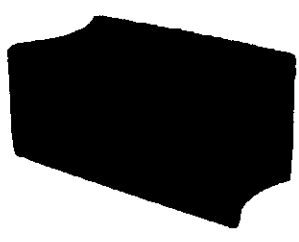
**MANUFACTURER SOURCE:**

Paul Brayton  
403 Interstate Drive  
Archdale, NC 27263  
T ( 800 ) 882 - 4720  
F ( 336 ) 882 - 5300

**VENDOR REPRESENTATIVE:**

Lynda Goodloe  
1701 Shepard Rd.  
Sanger, TX 76266  
T (469) 688-8419  
F (940) 458-2074  
[lgoodloe@focusplus.net](mailto:lgoodloe@focusplus.net)

**NOTES:**



205-H2 Ottoman

TOTAL QUANTITY: 1

**SPECIAL INSTRUCTIONS:**

**ITEM LOCATION**

112 Children's Area: Tots

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER**

**F-CH10J**

720

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 569

ITEM: CH14

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Children's Reader Chair

MODEL NO: Little Marquette

LOCATION: Carthage, TX

FINISH: Natural Maple: Black Frame

PROJECT NO: 00050

DIMS: 16"w x 19"d x 15"h

ISSUED: 4/25/2012

REVISED:

**MANUFACTURER SOURCE:**

Leland International  
5695 Eagle Drive. SE  
Grand Rapids, MI 49512  
T 800-859-7510  
[info@lelandinternational.com](mailto:info@lelandinternational.com)

**VENDOR REPRESENTATIVE:**

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
[Pam Keller](mailto:Pam.Keller@pamkeller.com)

**NOTES:**

Arc back, sled base.

TMC approved equal.

TOTAL QUANTITY: 4

**SPECIAL INSTRUCTIONS:**Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM LOCATION**

112 Children's Area: Tots

**ITEM NUMBER****F-CH14**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

VOL. 81 PAGE 570

**FF&A SPECIFICATION**      **12500 FURNITURE**

ITEM: CH16  
DESCRIPTION: Children's Reader Chair  
MODEL NO: Little Marquette  
FINISH: Natural Maple: Black frame  
DIMS: 16"w x 19"d x 16"h

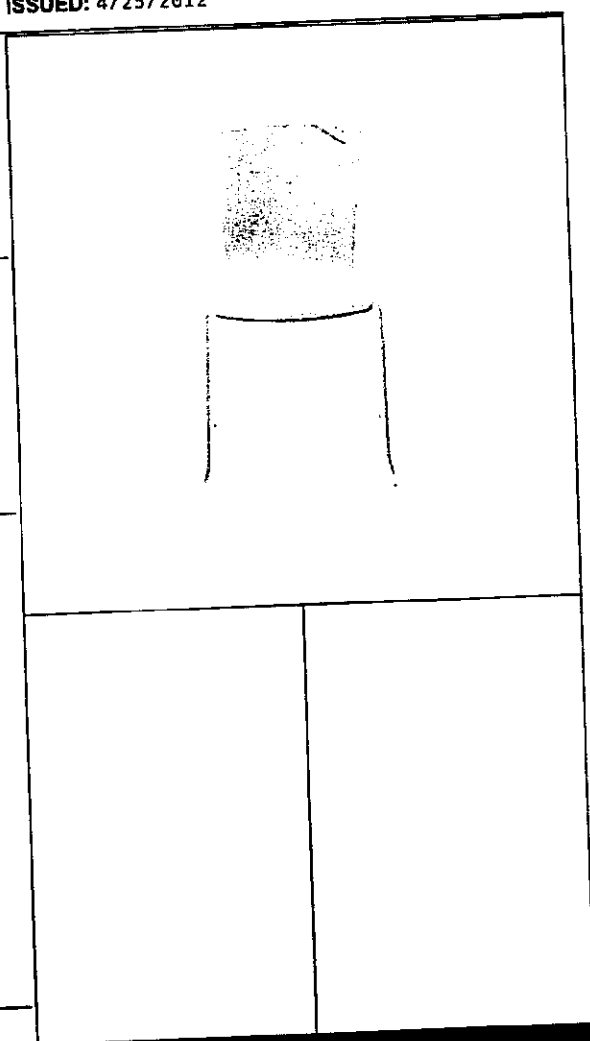
PROJECT NAME: Sammy Brown Library  
LOCATION: Carthage, TX  
PROJECT NO: 00050  
ISSUED: 4/25/2012

REVISED:

**MANUFACTURER SOURCE:**  
Leland International  
5695 Eagle Drive, SE  
Grand Rapids, MI 49512  
T 800-859-7510  
[info@lelandinternational.com](mailto:info@lelandinternational.com)

**VENDOR REPRESENTATIVE:**  
Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
Pam Keller

**NOTES:**  
Arc back. sled base.



**TOTAL QUANTITY: 14**

**SPECIAL INSTRUCTIONS:**

**ITEM LOCATION**  
112 Children's Area: Tots

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**  
Prepared by: Maureen Arndt

**ITEM NUMBER**  
**F-CH16**

**720**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MAmdt@720design.net](mailto:MAmdt@720design.net)

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 571

ITEM: CH18

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Reader Chair

MODEL NO: MES-STG-1000

FINISH: Natural Maple

DIMS: 19"W x 22"D x 34"H

LOCATION: Carthage, TX

PROJECT NO: 00050

ISSUED: 4/25/2012

REVISED:

**MANUFACTURER SOURCE:**

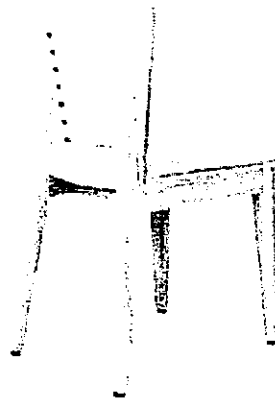
Agati  
1219 W. Lake St.  
Chicago, IL 60607  
T 312.829.1977  
F 312.829.8249  
[info@agati.com](mailto:info@agati.com)

**VENDOR REPRESENTATIVE:**

The Lowe Group  
6127 Gaston Ave., Suite 221  
Dallas, TX 75214  
T 281.255.4449  
F 281.255.8548  
[Jim Ives](#)

**NOTES:**

Agati Mesa side Chair. Maple. clear  
Finish. Wood Seat Pan. Reference quote  
#12-722.



TOTAL QUANTITY: 42

**SPECIAL INSTRUCTIONS:****ITEM LOCATION**

See Addendum

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CH18**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

VOL. 81 PAGE 572

**FF&A SPECIFICATION 12500 FURNITURE**

ITEM: CH20E  
DESCRIPTION: Adult Lounge Chair  
MODEL NO: Ellesmere  
FINISH:  
DIMS: 31"w x 33"d x 31"h

PROJECT NAME: Sammy Brown Library  
LOCATION: Carthage, TX  
PROJECT NO: 00050  
ISSUED: 4/25/2012 REVISED: 9/25/2012

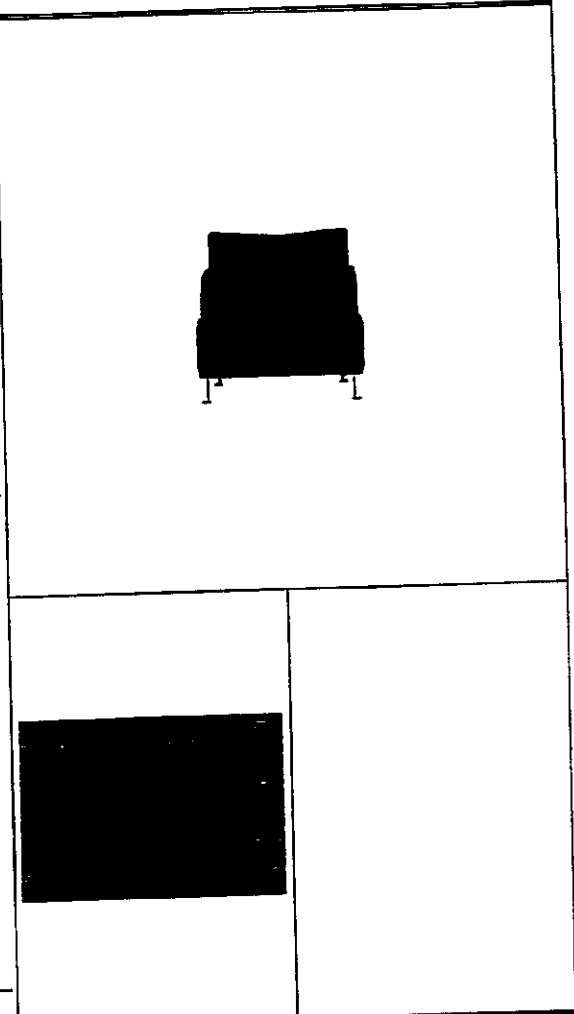
**MANUFACTURER SOURCE:**

Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
info@keilhauer.com

**VENDOR REPRESENTATIVE:**

Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
Kirk Belson

NOTES:  
Foam lumbar--attached.



TOTAL QUANTITY: 1

**SPECIAL INSTRUCTIONS:**

ITEM LOCATION  
113 Main Reading Room: Fiction

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

ITEM NUMBER  
**F-CH20E**

**720**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email MArndt@720design.net

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 573

ITEM: CH20F

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Adult Lounge Chair

MODEL NO: Ellesmere

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: 31"W x 33"D x 31"H

ISSUED: 4/25/2012

REVISED: 9/25/2012

**MANUFACTURER SOURCE:**

Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

**VENDOR REPRESENTATIVE:**

Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
Kirk Belson

**NOTES:**

Foam lumbar--attached.

TOTAL QUANTITY: 2

**SPECIAL INSTRUCTIONS:**Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM LOCATION**

113 Main Reading Room: Fiction

**ITEM NUMBER****F-CH20F**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)



VOL. 81 PAGE 574

**FF&A SPECIFICATION**      **12500 FURNITURE**

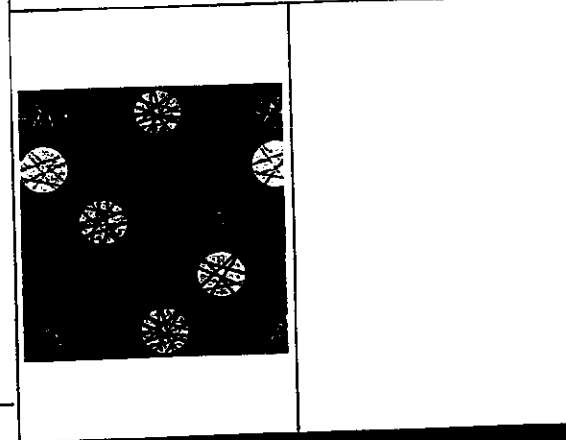
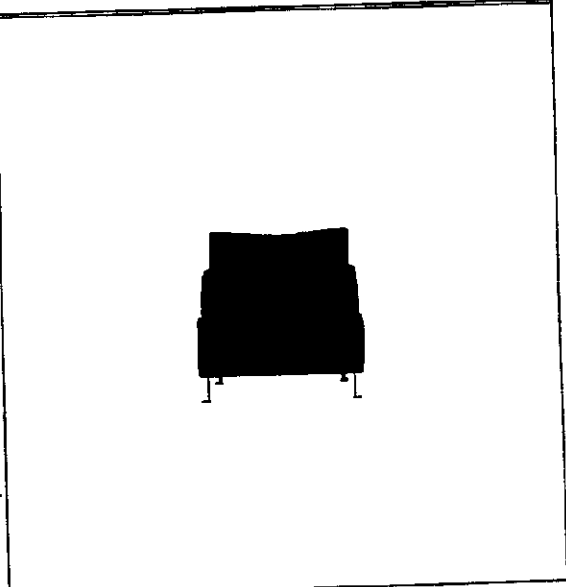
**ITEM:** CH20G  
**DESCRIPTION:** Adult Lounge Chair  
**MODEL NO:** Ellesmere  
**FINISH:**  
**DIMS:** 31"w x 33"d x 31"h

**PROJECT NAME:** Sammy Brown Library  
**LOCATION:** Carthage, TX  
**PROJECT NO:** 00050  
**ISSUED:** 4/25/2012      **REVISED:** 4/25/2012

**MANUFACTURER SOURCE:**  
Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

**VENDOR REPRESENTATIVE:**  
Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
[Kirk Belson](#)

**NOTES:**  
Foam lumbar--attached.



**TOTAL QUANTITY:** 1

**SPECIAL INSTRUCTIONS:**

**ITEM LOCATION**  
113 Main Reading Room: Fiction

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**  
Prepared by: Maureen Arndt

**ITEM NUMBER**  
**F-CH20G**

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 575

ITEM: CH21F

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Belle Lounge Chair

MODEL NO: 6211

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: 32"w x 29"d x 32"h

ISSUED: 9/25/2012

REVISED: 9/25/2012

**MANUFACTURER SOURCE:**

Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

**VENDOR REPRESENTATIVE:**

Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
Kirk Belson

**NOTES:**

Attached cushions. Contract foam.

**TOTAL QUANTITY: 1****SPECIAL INSTRUCTIONS:****ITEM LOCATION**

113 Main Reading Room: Fiction

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CH21F**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

**FF&A SPECIFICATION**

**12500 FURNITURE**

ITEM: CH21G  
 DESCRIPTION: Belle Lounge Chair  
 MODEL NO: 6211  
 FINISH:  
 DIMS: 32"w x 29"d x 32"h

PROJECT NAME: Sammy Brown Library

LOCATION: Carthage, TX

PROJECT NO: 00050

ISSUED: 9/25/2012

REVISED:

**MANUFACTURER SOURCE:**

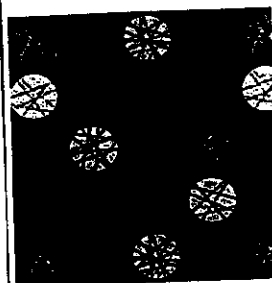
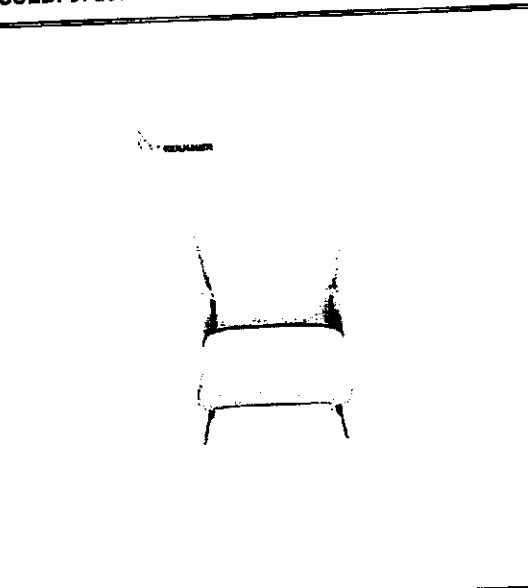
Keilhauer  
 1450 Birchmount Road  
 Toronto, ON M1P 2E3  
 T 416-759-5665  
 T 1-800-724-5665  
 F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

**VENDOR REPRESENTATIVE:**

Belson Group  
 5824 Caladium  
 Dallas, TX  
 T 214.369.3311  
Kirk Belson

**NOTES:**

Attached cushions. Contract foam.



TOTAL QUANTITY: 1

SPECIAL INSTRUCTIONS:

ITEM LOCATION

113 Main Reading Room: Fiction

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

ITEM NUMBER

**F-CH21G**



9003 Oakpath Lane, Dallas, TX 75243  
 Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

## FF&amp;A SPECIFICATION

12500 FURNITURE

VOL. 81 PAGE 577

ITEM: CH23D

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Adult Lounge Chair w/ Tablet a

MODEL NO: Devo Lounge

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: 35"w x 36"d x 30"h

ISSUED: 4/25/2012

REVISED: 4/25/2012

## MANUFACTURER SOURCE:

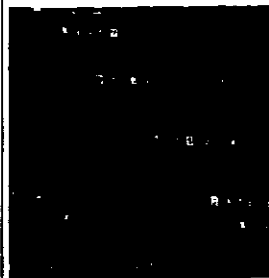
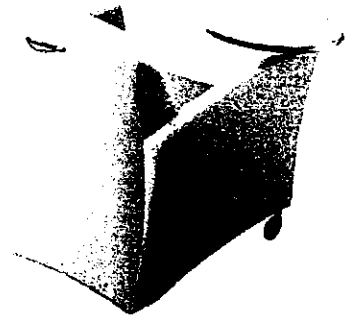
Cabot Wren  
P.O. Box 1767  
Hickory, NC 28603  
T 828.495.4607  
[service@cabotwrenn.com](mailto:service@cabotwrenn.com)

## VENDOR REPRESENTATIVE:

KSM  
PO Box 13593  
Arlington, TX 76094  
T 817-307-1340  
[Chap\\_Smith](mailto:Chap_Smith)

## NOTES:

No casters.  
(1) with right side tablet arm and  
(1) with left side tablet arm.



TOTAL QUANTITY: 2

## SPECIAL INSTRUCTIONS:

## ITEM LOCATION

113 Main Reading Room: Circulation Desk

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

## REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

## ITEM NUMBER

F-CH23D

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

**FF&A SPECIFICATION**

**12500 FURNITURE**

ITEM: CH24A

DESCRIPTION: Adult Lounge Chair

MODEL NO: 11813 Aussie Rounded Arms

FINISH: Natural Maple

DIMS: 26"w x 25"d x 32"h

**MANUFACTURER SOURCE:**

David Edward  
1407 Parker Road  
Baltimore, MD 21227  
T 410-242-2222

**VENDOR REPRESENTATIVE:**

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
Pam Keller

**NOTES:**

Maple wood with rounded arm, with upholstered back

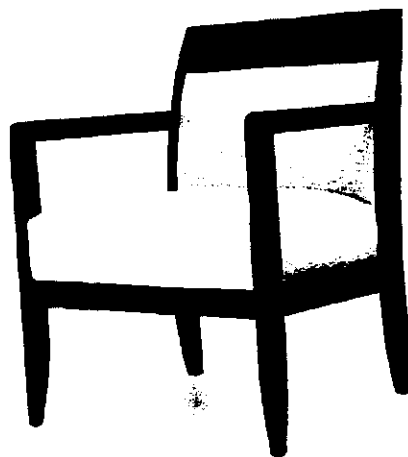
PROJECT NAME: Sammy Brown Library

LOCATION: Carthage, TX

PROJECT NO: 00050

ISSUED: 4/25/2012

REVISED: 9/25/2012



TOTAL QUANTITY: 1

SPECIAL INSTRUCTIONS:

**ITEM LOCATION**

Adult Collection Rooms: 110 Quiet Reading Ro

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

ITLM NUMBER

**F-CH24A**

**720**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email MArndt@720design.net

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 579

ITEM: CH24B

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Adult Lounge Chair

MODEL NO: 11813 Aussie Rounded Arms

LOCATION: Carthage, TX

FINISH: Natural Maple

PROJECT NO: 00050

DIMS: 26"W x 25"D x 32"H

ISSUED: 4/25/2012

REVISED: 4/25/2012

**MANUFACTURER SOURCE:**

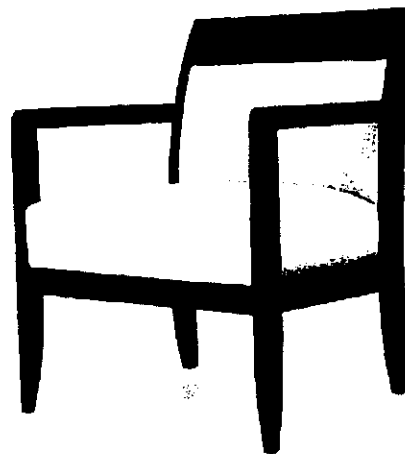
David Edward  
1407 Parker Road  
Baltimore, MD 21227  
T 410-242-2222

**VENDOR REPRESENTATIVE:**

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
Pam Keller

**NOTES:**

Maple wood with rounded arm, with  
upholstered back



TOTAL QUANTITY: 3

**SPECIAL INSTRUCTIONS:****ITEM LOCATION**

Adult Collection Rooms: 102 Genealogy/Refere  
Adult Collection Rooms: 110 Quiet Reading Ro

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CH24B**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email MArndt@720design.net

VOL. 81 PAGE 580

**FF&A SPECIFICATION      12500 FURNITURE**

**ITEM:** Stack Chair  
**DESCRIPTION:** Mimic  
**MODEL NO:** 2300  
**FINISH:** Wet Sand with Nickel frame  
**DIMS:**

**PROJECT NAME:** Sammy Brown Library

**LOCATION:** Carthage, TX

**PROJECT NO:** 00050

**ISSUED:** 4/25/2012

**REVISED:**

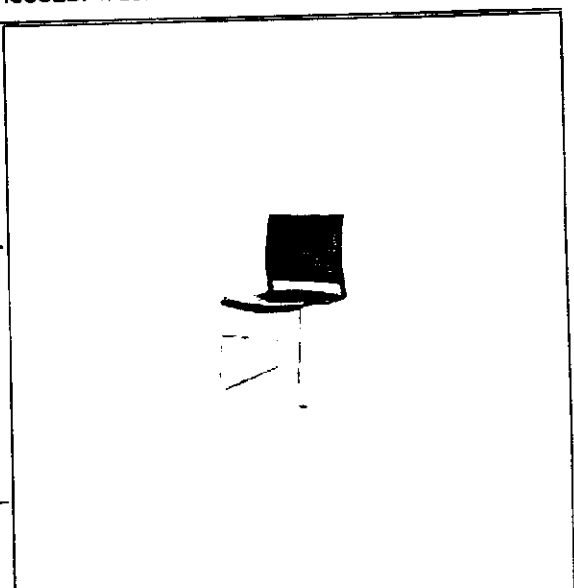
**MANUFACTURER SOURCE:**

Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

**VENDOR REPRESENTATIVE:**

Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
[Kirk Belson](#)

**NOTES:**



**TOTAL QUANTITY:** 82

**SPECIAL INSTRUCTIONS:**

**ITEM LOCATION**

Meeting: 115 Hospitality Room  
Staff: 121 Work Room

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER:**

**F-CH30**

**720**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 581

ITEM: CHB01

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Aussie Setee with Rounded Arms

MODEL NO: 11815

LOCATION: Carthage, TX

FINISH: Natural Maple

PROJECT NO: 00050

DIMS: 50"w x 25"d x 32"h

ISSUED: 4/25/2012

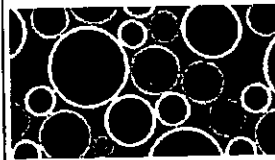
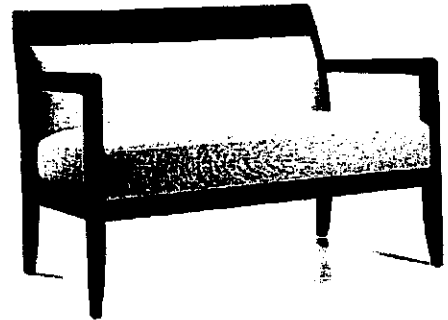
REVISED:

**MANUFACTURER SOURCE:**

David Edward  
1407 Parker Road  
Baltimore, MD 21227  
T 410-242-2222

**VENDOR REPRESENTATIVE:**

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
Pam Keller

**NOTES:****TOTAL QUANTITY: 2****SPECIAL INSTRUCTIONS:****ITEM LOCATION**

113 Main Reading Room: Large Print  
113 Main Reading Room: New Books

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-CHB01C**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email MArndt@720design.net



## FF&amp;A SPECIFICATION

## 12500 FURNITURE

ITEM: CART

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Mimic Chair Cart

MODEL NO: Chair Cart

LOCATION: Carthage, TX

FINISH: Standard

PROJECT NO: 00050

DIMS: 22"w x 26"d x "h

ISSUED: 8/28/2012

REVISED:

## MANUFACTURER SOURCE:

Keilhauer  
1450 Birchmount Road  
Toronto, ON M1P 2E3  
T 416-759-5665  
T 1-800-724-5665  
F 416-759-5723  
[info@keilhauer.com](mailto:info@keilhauer.com)

## VENDOR REPRESENTATIVE:

Belson Group  
5824 Caladium  
Dallas, TX  
T 214.369.3311  
[Kirk Belson](#)

## NOTES:

TOTAL QUANTITY: 3

## SPECIAL INSTRUCTIONS:

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

## ITEM LOCATION

Meeting: 116 Storage

## ITEM NUMBER

F-CHCART

720

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 583

ITEM: NAME

PROJECT NAME: Sammy Brown Library

DESCRIPTION: Magnetic Sign Insert

MODEL NO: WE13900860

LOCATION: Carthage, TX

FINISH:

PROJECT NO: 00050

DIMS: 5"w x .25"d x 3.5"h

ISSUED: 8/28/2012

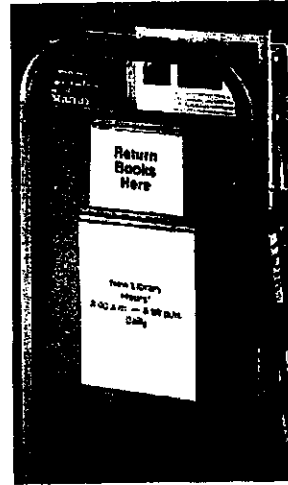
REVISED:

**MANUFACTURER SOURCE:**

DEMCO  
P.O. Box 7488  
Madison, WI 53707  
T 800-279-1586  
[www.demco.com](http://www.demco.com)

**VENDOR REPRESENTATIVE:****NOTES:**

Display in inserts for names in  
unbreakable, clear plastic frames.  
Magnetic tape for mounting on existing  
lockers.

**TOTAL QUANTITY: 12****SPECIAL INSTRUCTIONS:****ITEM LOCATION**

Staff: 119 Lounge

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

Prepared by: Maureen Arndt

**ITEM NUMBER****F-NAME**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArmdt@720design.net](mailto:MArmdt@720design.net)

## FF&amp;A SPECIFICATION

## 12500 FURNITURE

ITEM: TA4224

DESCRIPTION: 42" Children's Table

MODEL NO: Little Marquette Table

FINISH: Natural Maple: Black frame

DIMS: 42"w x 42"d x 25"h

PROJECT NAME: Sammy Brown Library

LOCATION: Carthage, TX

PROJECT NO: 00050

ISSUED: 4/25/2012

REVISED: 8/13/2012

## MANUFACTURER SOURCE:

Leland International  
5695 Eagle Drive, SE  
Grand Rapids, MI 49512  
T 800-859-7510  
[info@lelandinternational.com](mailto:info@lelandinternational.com)

## VENDOR REPRESENTATIVE:

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
[Pam Keller](mailto:Pam.Keller@pamkeller.com)

## NOTES:

4 leg, 1" beveled stacked wood edge,  
laminated top.

Laminate: Nevamar Vidrio Aqua

TMC approved equal

TOTAL QUANTITY: 1

SPECIAL INSTRUCTIONS:

Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample

REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION

Prepared by: Maureen Arndt

ITEM LOCATION

112 Children's Area: Tots

ITEM NUMBER

F-TA4224

720

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)

Page 1 of 1

**FF&A SPECIFICATION****12500 FURNITURE**

VOL. 81 PAGE 585

ITEM: TA4226

PROJECT NAME: Sammy Brown Library

DESCRIPTION: 42" Children's Table

MODEL NO: Little Marquette Table

LOCATION: Carthage, TX

FINISH: Nevamar Vidrio Aqua, stacked wood e

PROJECT NO: 00050

DIMS: 42"W x 42"D x 25"H

ISSUED: 4/25/2012

REVISED:

**MANUFACTURER SOURCE:**

Leland International  
5695 Eagle Drive, SE  
Grand Rapids, MI 49512  
T 800-859-7510  
[info@lelandinternational.com](mailto:info@lelandinternational.com)

**VENDOR REPRESENTATIVE:**

Pamela Keller Associates  
P.O. Box 595580  
Dallas, TX 75359-5580  
T 214.747.7160  
[Pam Keller](mailto:Pam.Keller@pamkeller.com)

**NOTES:**

1" beveled stacked wood edge, black frame,  
laminate top

**TOTAL QUANTITY: 2****SPECIAL INSTRUCTIONS:**Submit ☐ Shop Drawing ☐ Cut-Sheet ☐ Sample**REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION**

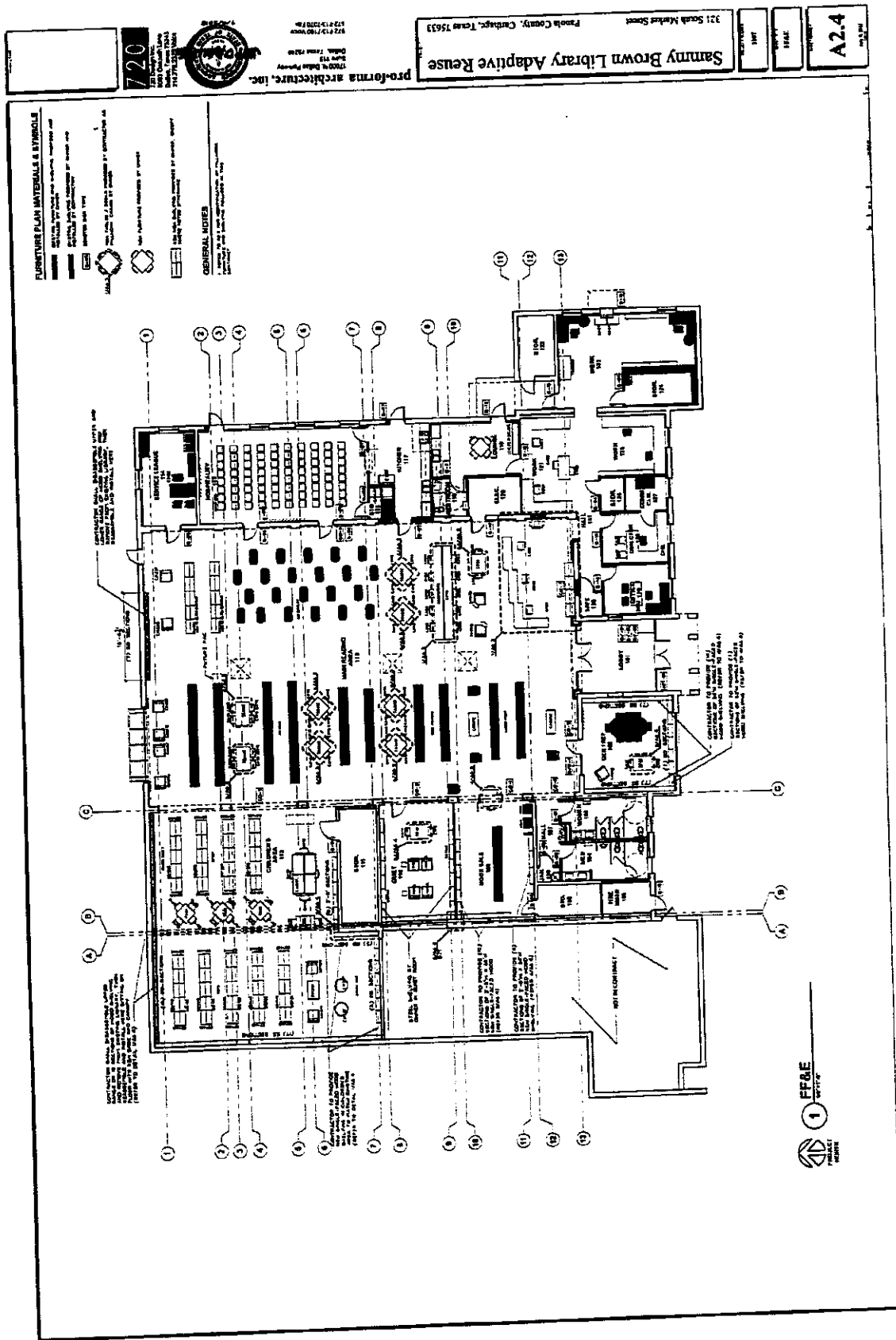
Prepared by: Maureen Arndt

**ITEM LOCATION**

112 Children's Area: Tots

**ITEM NUMBER****F-TA4226**

9003 Oakpath Lane, Dallas, TX 75243  
Tel 214.770.2320 Fax none Email [MArndt@720design.net](mailto:MArndt@720design.net)





**PANOLA COUNTY 2012 BUDGET AMENDMENT #20**  
**November 12, 2012**

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
<b>GENERAL FUND</b>			
<b>REVENUES</b>			
<u>100-360-41020</u>	MISCELLANEOUS REVENUE	<u>1,100</u>	1,100
<b>EXPENDITURES</b>			
<b>MISCELLANEOUS &amp; NON DEPARTMENTAL</b>			
<u>100-409-54080</u>	CONTINGENCY	(1,971)	
<u>100-409-54101</u>	COMPUTER SERVICES & SUPPLIES	(50,000)	
<u>100-409-54110</u>	DUES MEMBERSHIP & FEES STATE & NA	1,000	
<u>100-409-54620</u>	COPY MACHINE RENTALS & SUPPLIES	<u>(1,000)</u>	(51,971)
<b>CRIMINAL DISTRICT ATTORNEY</b>			
<u>100-477-53120</u>	LAW BOOKS	7,000	
<u>100-477-54150</u>	PROFESSIONAL SERVICES	<u>(7,000)</u>	0
<b>AUDITOR</b>			
<u>100-495-53100</u>	OFFICE SUPPLIES & REPAIRS	400	
<u>100-495-54150</u>	PROFESSIONAL SERVICES	<u>(400)</u>	0
<b>TREASURER</b>			
<u>100-497-53100</u>	OFFICE SUPPLIES & REPAIRS	754	
<u>100-497-54270</u>	CONFERENCES AND DUES	(654)	
<u>100-497-54920</u>	MISCELLANEOUS	<u>(100)</u>	0
<b>SHERIFF'S DEPARTMENT</b>			
<u>100-560-53100</u>	OFFICE SUPPLIES & REPAIRS	5,000	
<u>100-560-54320</u>	CRIMINAL INVESTIGATION	1,100	
<u>100-560-54540</u>	PARTS REPAIRS GAS AND TRANS. EXP	<u>10,000</u>	16,100
<b>CORRECTIONS/JAIL</b>			
<u>100-570-54050</u>	MEDICAL PRISONERS	(20,000)	
<u>100-570-55270</u>	FURNITURE AND EQUIPMENT	<u>5,000</u>	(15,000)



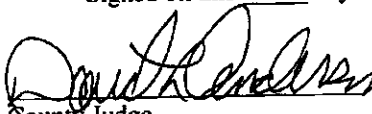
**PANOLA COUNTY 2012 BUDGET AMENDMENT #20**  
**November 12, 2012**


ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
<b>CONSTABLE PCT 2 &amp; 3</b>			
<u>100-581-54540</u>	PARTS REPAIRS GAS AND TRANS EXP	<u>1,971</u>	1,971
<b>HEALTH &amp; PAUPERS CARE</b>			
<u>100-646-54600</u>	INDIGENT HEALTH CARE	<u>50,000</u>	50,000
<b>GRAND TOTAL GENERAL FUND</b>			<u><u>1,100</u></u>
<b>ROAD &amp; BRIDGE FUND</b>			
<b>PCT.1</b>			
<u>200-621-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	9,000	
<u>200-621-53570</u>	PARTS AND REPAIRS	(11,500)	
<u>200-621-55290</u>	LUMBER PILING & CULVERTS	<u>2,500</u>	0
<b>PCT.3</b>			
<u>200-623-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	2,000	
<u>200-623-55280</u>	ROAD OIL PRE MIX & GRAVEL	<u>(2,000)</u>	0
<b>PCT.4</b>			
<u>200-624-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	5,000	
<u>200-624-53570</u>	PARTS AND REPAIRS	(11,000)	
<u>200-624-55280</u>	ROAD OIL PRE MIX & GRAVEL	<u>6,000</u>	0
<b>GRAND TOTAL ROAD &amp; BRIGE FUND</b>			<u><u>0</u></u>
<b>AIRPORT FUND</b>			
<b>REVENUES</b>			
<u>885-360-41020</u>	MISCELLANEOUS REVENUE	<u>18,085</u>	18,085
<b>EXPENDITURES</b>			
<u>885-750-54570</u>	REPAIRS & RENOVATIONS	(3,750)	
<u>885-750-54930</u>	FUEL & REPAIRS	<u>21,835</u>	18,085
<b>GRAND TOTAL AIRPORT FUND</b>			<u><u>18,085</u></u>

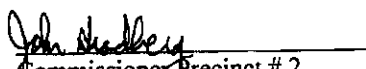
PANOLA COUNTY  
2012  
BUDGET AMENDMENT #20

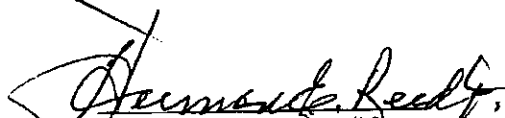
We hereby amend the Panola County Budget for the Fiscal Year 2012 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2012.

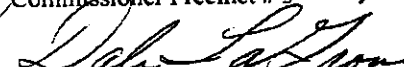
Signed on this 12<sup>th</sup> day of November, 2012.

  
County Judge


  
Commissioner Precinct # 1

  
Commissioner Precinct # 2

  
Commissioner Precinct # 3

  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 12<sup>th</sup> day of November, 2012 as the same appears on file in the office of the County Clerk of Panola County.

  
County Clerk







**PANOLA COUNTY JUVENILE PROBATION DEPARTMENT**

315 West Panola Street • Carthage, Texas 75633  
Telephone (903) 693-0352 • Fax (903) 693-0357

Date: November 8, 2012

To: Panola County Commissioner's Court

From: Tracy Anderson, Chief Juvenile Probation Officer, Panola County

Subject: Amendment Number #1 for FY' 2013

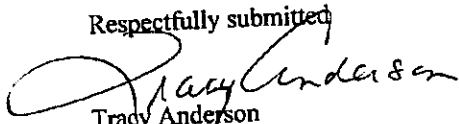
In accordance with section 140.004 of the Texas Local Government Code on this the 8<sup>th</sup> day of November, 2012, I hereby file Amendment Number #1 for fiscal year 2013 for the Panola County Juvenile Probation Department with the Panola County Commissioner's Court.

Please be advised that a meeting of the Panola County Juvenile Board is scheduled for December 6, 2012 at 8:30 A.M. in the County Commissioner's Courtroom to consider and adopt Amendment Number #1 for FY' 2013.

Thank you for your consideration in this matter.

See attachments

Respectfully submitted

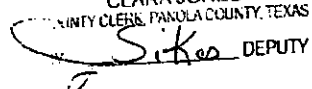
  
Tracy Anderson  
Chief Juvenile Probation Officer

cc: Terry Bailey, Juvenile Board Chair  
Sidney Burns, Panola County Auditor

FILED FOR RECORD  
IN MY OFFICE

10:50 CLOCK A M

NOV 8 2012

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
 DEPUTY

**PANOLA COUNTY JUVENILE PROBATION  
BUDGET AMENDMENT #1  
FISCAL 2013  
DECEMBER 6, 2012**

	CURRENT BUDGET 9/1/2012 8/31/2013	BUDGET ADJUSTMENT AMENDMENT #1	AMENDED BUDGET 9/1/2012 8/31/2013
<b>RECEIPTS</b>			
STATE PROBATION COMMISSION STATE AID	182,996		182,996
COMMITMENT REDUCTION PROGRAM	13,477		13,477
LOCAL MATCH FUNDING	158,563		158,563
PROBATION FEES	200		200
INTEREST EARNINGS	2,800		2,800
MISCELLANEOUS REVENUES	255	3,000 A	3,255
USE OF CASH BALANCE FROM PRIOR YEAR	25,000		25,000
	<u>383,291</u>	<u>3,000</u>	<u>386,291</u>
<b>EXPENDITURES</b>			
CHIEF PROBATION OFFICER	52,291		52,291
PROBATION OFFICERS	83,327		83,327
SOCIAL SECURITY	10,375		10,375
GROUP MEDICAL & LIFE INSURANCE	29,328		29,328
RETIREMENT & DEATH BENEFIT	32,549		32,549
WORKERS COMPENSATION	488		488
UNEMPLOYMENT INSURANCE	273		273
RETIREE GROUP MEDICAL	9,739		9,739
OTHER POST EMPLOYMENT BENEFITS	12,599		12,599
OFFICE SUPPLIES, PHONE, AUDIT, AUTO			
FUEL MAINTANENCE, INSURANCE & OTHER	15,000		15,000
TRAVEL	9,000		9,000
NON-RESIDENTIAL SERVICES			
CARE OF JUVENILES (MEALS, MEDICAL, PSYCHIATRIC, CLOTHING, TRANSPORTATION & OTHER PROGRAMS)	8,700		8,700
NON - SECURE PROGRAMS & SERVICES	9,195	3,000 A	12,195
RESIDENTIAL SERVICES			
RES SECURE, RES NON-SECURE, & DETENTION	73,890		73,890
NON-SECURE PLACEMENT (Title IV-E)	25,000		25,000
RES SECURE, RES NON-SECURE (Grant C)	8,537		8,537
CAPITAL OUTLAY			
FURNITURE, EQUIPMENT, AUTO	3,000		3,000
TOTAL EXPENDITURES	<u>383,291</u>	<u>3,000</u>	<u>386,291</u>

A - ELECTRONIC MONITORING

Approved by Panola County Juvenile Board on \_\_\_\_\_, 2012

FILED FOR RECORD  
IN MY OFFICE

AT 10:15 O'CLOCK A M

NOV 8 2012

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY Sika DEPUTY

VOL. 81 PAGE 591

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-12-2012

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

NAME:

*John W. Graderberg*

POSITION:

*Commissioner*

DEPARTMENT:

*Precinct #2*

DATE:

*Oct. 25, 2012*

CONFERENCE:

*E. Texas County Judges & Commissioners Conference*

LOCATION:

*Overton, TX.*

DATES:

*Dec. 5, 2012 to Dec. 5, 2012*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

*1*

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

If not, how much of your requirements will be met by this conference? *5.5*

How much of your requirements have been met already, not counting this conference? *16*

How many days have you been away from your job this year for conferences, not counting this conference? *4 days*

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

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

*This conference will update me on Legislative Updates, Water Resources, and Right-of-Way Maintenance.*

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-12-2012

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

NAME:

*John W. Gnadberg*

POSITION:

*Commissioner*

DEPARTMENT:

*Pct. #2*

DATE:

*Oct. 26, 2012*

CONFERENCE:

*School for County Commissioners*

LOCATION:

*Austin, TX*

DATES:

*Feb. 18, 2013 to Feb. 21, 2013*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

*4*

Does the conference meet your educational requirements for the year?

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

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

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

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

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

*Satisfies the requirements for the State for Continuing Education for Commissioners.*

VOL. 81 PAGE 594

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
11-12-2012

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

NAME: Vianua Cheshire  
POSITION: PCIH ~~OTIS~~ Coordinator  
DEPARTMENT: PCIH  
DATE: Oct. 30, 2012

CONFERENCE: 2013 Customer Advisory Conference  
LOCATION: San Marcos, TX  
DATES: April 17 to April 19, 2013

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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

How much of your requirements have been met already, not counting this conference? 10%

How many days have you been away from your job this year for conferences, not counting this conference? 1 day

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

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

Learning state guidelines and software

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
11-12-2012

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

NAME:

*Bonnie LaGrone*

POSITION:

*Commissioner*

DEPARTMENT:

*Pct. #1*

DATE:

*Oct. 26, 2012*

CONFERENCE:

*School for County Commissioners Court*

LOCATION:

*Austin, TX.*

DATES:

*Feb. 18, 2013 to Feb. 21, 2013*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

*4*

Does the conference meet your educational requirements for the year?

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

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

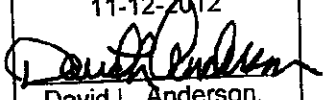
How many days have you been away from your job this year for conferences, not counting this conference? *None*

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

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

*Satisfies the requirements of the State for  
Continuing Education for Commissioners.*

VOL. 81 PAGE 595

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCEAPPROVED  
11-12-2012  
David L. Anderson,  
County Judge

NAME:

Frank R. Langley Jr.

POSITION:

Commissioner, Prec. #3

DEPARTMENT:

Precinct #3

DATE:

Nov. 7, 2012

CONFERENCE:

Seminar for Newly Elected Judges &amp; Commissioners

LOCATION:

Austin, TX.

DATES:

Jan. 8, 2013 to Jan. 11, 2013

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

Does the conference meet your educational requirements for the year? \_\_\_\_\_

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

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

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

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

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

As a newly elected Commissioner, this conference is required by the state.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-12-2012

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

NAME:

Frank Langley, Jr.

POSITION:

Commissioner

DEPARTMENT:

Det. #3

DATE:

Nov. 7, 2013

CONFERENCE:

School for County Commissioners Court

LOCATION:

Austin, TX

DATES:

Feb. 18, 2013 to Feb. 21, 2013

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

Does the conference meet your educational requirements for the year?

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

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

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

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

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

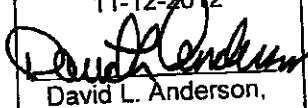
Satisfies the requirements of the State for  
Continuing Education for Commissioners.



PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-12-2012

  
David L. Anderson,  
County Judge

NAME:

Dale LaBene

POSITION:

Commissioner

DEPARTMENT:

Det. #4

DATE:

Oct. 26, 2012

CONFERENCE:

School for County Commissioners

LOCATION:

Austin TX.

DATES:

Feb. 18, 2013 to Feb. 21, 2013  
4

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

Does the conference meet your educational requirements for the year?

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

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

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

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

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

Satisfies the requirements for the State for  
continuing education for Commissioners.

# **ACTION ITEMS**



Panola County, Texas

## Payment Register

APPKT01938 - CC PC POOL NOV 12, 2012

01 - Vendor Set 01

Bank: PANOLA COUNTY POOL - PANOLA COUNTY POOLED CASH

Vendor Number 1233 Vendor Filed As 720 DESIGN, INC.  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 #005081-10 FFE  
 005081-10 CONSTRUCTION ADMINISTRATION FEE  
 CREDIT 005081-10 CREDIT - SAMMY BROWN LIBRARY PROJECT  
 INV#005081-10 CONST. ADMIN. AND FFE EXPENSES

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
11/06/2012	11/06/2012	11/08/2012	5,150.43	5,150.43
11/06/2012	11/06/2012		2,880.00	
11/06/2012	11/06/2012		2,936.00	
11/06/2012	11/06/2012		-1,250.00	
11/06/2012	11/06/2012		584.43	

Vendor Number 0798 Vendor Filed As A T & T  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 3688319108 ACCT#831-000-1241 177, OCT 19, 2012 TO NOV 18, 201

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
10/31/2012	10/31/2012	11/08/2012	589.00	589.00

Vendor Number 2650 Vendor Filed As A T & T LONG DISTANCE  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 811956048-OCT 2012 CORP ID 369991, BAN #812372646 - OCT 2012

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
10/26/2012	10/26/2012	11/08/2012	6.63	6.63

Vendor Number 1349 Vendor Filed As ABSOLUTE TECHNOLOGY SOLUTIONS, LLC  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 3708 SEPT 2012 MAINTENANCE CONTRACT

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
10/23/2012	10/23/2012	11/08/2012	4,595.00	4,595.00

Vendor Number 3265 Vendor Filed As ADVANCED PEST TECHNOLOGY  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 NOV 2012 NOV 2012 MONTHLY SERVICE

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
11/06/2012	11/06/2012	11/08/2012	500.00	500.00

Vendor Number 4455 Vendor Filed As AFFILIATED COMPUTER SERVICES  
 Payment Type Payment Number  
 Check

Payable Number: Description  
 838942 CUST#289579, ORDER #961070  
 Check Payable Number: Description  
 839541 PERMALIFE ARCHIVAL RECORDING PAPER

Payable Date	Due Date	Payment Date	Payment Amount	Total Vendor Amount
10/31/2012	10/31/2012	11/08/2012	5,252.77	5,252.77
10/31/2012	10/31/2012	11/08/2012	7,224.77	7,224.77
10/31/2012	10/31/2012	11/08/2012	257.66	257.66
10/31/2012	10/31/2012	11/08/2012	257.66	257.66
11/06/2012	11/06/2012	11/08/2012	54,000.00	54,000.00
11/06/2012	11/06/2012	11/08/2012	54,000.00	54,000.00

Check Payable Number: Description  
 840188 REINDEXING OF REAL PROP. FROM JUNE 1957

## Payment Register

APPKT01938 - CC PC POOL NOV 12, 2012

Check			11/08/2012	5,252.77	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
REBATE 838942	SEPTEMBER 2012 REBATE	10/31/2012	10/31/2012	-1,972.00	
Vendor Number	Vendor Filed As			Total Vendor Amount	
1541	AMERICAN FIRE PROTECTION GROUP, INC.			1,700.00	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	1,700.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
589	PUT SYSTEM BAK IN SERVICE-RE-TEST THE FIRE PUMP	11/09/2012	11/09/2012	1,700.00	
Vendor Number	Vendor Filed As			Total Vendor Amount	
3774	AMERICAN TIRE DISTRIBUTORS, INC.			599.70	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	599.70	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
5029178011	P O #55582 - TIRES	10/23/2012	10/23/2012	599.70	
Vendor Number	Vendor Filed As			Total Vendor Amount	
1340	ANDERSON TRACTOR SALES			199.15	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	199.15	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
02871	P O #55763 - WHEEL BEARING, SKIDS, BOLTS, NUTS	10/22/2012	10/22/2012	199.15	
Vendor Number	Vendor Filed As			Total Vendor Amount	
1079	ATCO INTERNATIONAL MANUFACTURING			575.80	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	575.80	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
10359612	P O #55770 - 4 CS TAKE-OFF	11/06/2012	11/06/2012	575.80	
Vendor Number	Vendor Filed As			Total Vendor Amount	
1898	AUTO EXPRESS LUBE			357.80	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	357.80	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
37410	VEHICLE MAINTENANCE	11/06/2012	11/06/2012	51.85	
37561	VEHICLE MAINTENANCE	10/23/2012	10/23/2012	51.85	
37571	VEHICLE MAINTENANCE	10/23/2012	10/23/2012	36.24	
37595	VEHICLE MAINTENANCE	11/04/2012	11/04/2012	72.85	
37596	VEHICLE MAINTENANCE	11/04/2012	11/04/2012	51.85	
37617	VEHICLE MAINTENANCE	11/06/2012	11/06/2012	93.16	
Vendor Number	Vendor Filed As			Total Vendor Amount	
3714	AUTO GLASS EXPRESS			1,070.00	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	1,070.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
5637	WINDSHIELD, LABOR	11/04/2012	11/04/2012	225.00	
5638	WINDSHIELD, LABOR	11/04/2012	11/04/2012	235.00	
5661	WINDSHIELD AND LABOR	10/23/2012	10/23/2012	375.00	
5667	WINDSHIELD AND LABOR	11/04/2012	11/04/2012	235.00	
Vendor Number	Vendor Filed As			Total Vendor Amount	
1557	AVFUEL CORP			20.00	
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	20.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
004997652	NOVEMBER 2012 POS EQUIPMENT RENTAL	11/06/2012	11/06/2012	20.00	

## Payment Register

Vendor Number	Vendor Filed As					Total Vendor Amount
3345	B & B LOCKSMITH/GLASS					130.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	130.50	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
22385	KEYS	11/06/2012	11/06/2012	27.50		
22441	2 LOCKS PICKED/REKEYED, 4 RG KEYS	10/24/2012	10/24/2012	103.00		
						Total Vendor Amount
						903.74
Vendor Number	Vendor Filed As					
1529	BAXTER CLEAN CARE					
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	903.74	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
161353	P O #55675 - 6 BOXES 4-PLY SCRIM WIPERS	10/26/2012	10/26/2012	345.37		
161355	P O #55583 - 4-PLY SCRIM WIPERS, TOILET TISSUE, FOAM	10/26/2012	10/26/2012	325.84		
161357	P O #55762 - 4-PLY SCRIM WIPERS	10/26/2012	10/26/2012	232.53		
						Total Vendor Amount
						308.92
Vendor Number	Vendor Filed As					
1113	BEAR GRAPHICS, INC.					
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	308.92	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
0639506	GREEN BORDER PAPER	11/06/2012	11/06/2012	308.92		
						Total Vendor Amount
						2,199.66
Vendor Number	Vendor Filed As					
1207	BICKERSTAFF HEATH DELGADO ACOSTA LLP					
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	2,199.66	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
88695	PROFESSIONAL SERVICES THROUGH 10-15-2012	10/26/2012	10/26/2012	2,199.66		
						Total Vendor Amount
						4,060.93
Vendor Number	Vendor Filed As					
1351	BOB BARKER COMPANY INC					
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	4,060.93	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
UT1000254238	MISC. ITEMS	11/04/2012	11/04/2012	756.90		
UT1241909	PANTS	11/04/2012	11/04/2012	1,320.00		
UT1242173	PANTS	11/04/2012	11/04/2012	300.00		
UT1244340	PANTS	11/04/2012	11/04/2012	600.00		
UT1244341	EMBROIDERY	11/04/2012	11/04/2012	162.00		
UT1247156	RETURNED INV#UT1000241965-HELMETS	11/04/2012	11/04/2012	-351.98		
UT1247555	RETURNED-INV#UT1000231706 & #UT1000233063	11/04/2012	11/04/2012	-176.98		
UT1247606	EMBROIDERY	11/04/2012	11/04/2012	42.00		
UT1248050	PANTS	11/04/2012	11/04/2012	420.00		
UT1248051	POLO SHIRTS	11/04/2012	11/04/2012	513.00		
UT1248392	EMBROIDERY	11/04/2012	11/04/2012	42.00		
UT1248393	EMBROIDERY AND SCREENING	11/04/2012	11/04/2012	394.00		
UT1248721	PANTS	11/04/2012	11/04/2012	39.99		
						Total Vendor Amount
						30.05
Vendor Number	Vendor Filed As					
3940	BRANDON M. SHEPPERD					
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				11/08/2012	30.05	
Payable Number:	Description	Payable Date	Due Date	Payable Amount		
103012	REIMBURSEMENT FOR PENS FOR ELECTION OFFICE	10/31/2012	10/31/2012	30.05		

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## Payment Register

Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>4169</u>	CAIN HARDWARE & LUMBER	469.09		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	469.09	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>00542659</u>	MM 10PC SAW DRIVER SET	10/24/2012	10/24/2012	11.69
<u>00542963</u>	TIRE SEALANT, TRASH CAN, MOUSE GLUE TRAP	11/06/2012	11/06/2012	27.87
<u>00542973</u>	P O #55816 - FENCING,POST,CLIPS,NAIL,STAPLES	10/26/2012	10/26/2012	411.13
<u>00543394</u>	MOUSE TRAP, TRASH BAGS	11/06/2012	11/06/2012	18.40
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>2954</u>	CAPITAL GRAPHICS INC.	501.00		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	501.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>110670</u>	CARRIER ENVELOPES, JACKET ENVELOPES,ETC.	10/31/2012	10/31/2012	501.00
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>1128</u>	CAR-TEX TRAILER COMPANY, INC.	242.10		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	242.10	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>135771</u>	P O #55677 - MERF BARS AND SQUARE PTO PINS	10/23/2012	10/23/2012	167.75
<u>135876</u>	P O #55767 - BREAK AWAY BATTERY KIT	10/26/2012	10/26/2012	39.95
<u>135995</u>	P O #55820 - STANDARD BALL MOUNT, 2" BALL	10/31/2012	10/31/2012	34.40
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>4541</u>	CARTHAGE OFFICE SUPPLY	2,019.97		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/09/2012	2,019.97	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>105481</u>	FILE FOLDER LABELS	11/04/2012	11/04/2012	15.39
<u>105507</u>	US FLAG AND TEXAS FLAG	10/10/2012	10/10/2012	102.59
<u>105521</u>	CDS AND SLEEVES	10/10/2012	10/10/2012	50.55
<u>105522</u>	EXPANDABLE FILES	10/24/2012	10/24/2012	35.36
<u>105523</u>	CALENDAR REFILLS	10/10/2012	10/10/2012	25.00
<u>105531</u>	THERMAL ROLLS	10/16/2012	10/16/2012	39.75
<u>105533</u>	ENVELOPES AND LETTERHEAD	10/10/2012	10/10/2012	24.40
<u>105566</u>	PAPER	10/24/2012	10/24/2012	39.56
<u>105572</u>	LABELS	10/24/2012	10/24/2012	24.06
<u>105579</u>	DATE STAMP, BLACK STAMP PAD	10/16/2012	10/16/2012	27.40
<u>105586</u>	COPY PAPER AND CARD STOCK	10/12/2012	10/12/2012	260.92
<u>105593</u>	TONER	10/12/2012	10/12/2012	469.06
<u>105594</u>	ENVELOPES	10/16/2012	10/16/2012	8.07
<u>105629</u>	TONER, COPY PAPER	11/02/2012	11/02/2012	64.78
<u>105630</u>	TONER CARTRIDGES	11/09/2012	11/09/2012	414.00
<u>105631</u>	PAPER, PACKAGE TAPE, CORRECTION TAPE	10/24/2012	10/24/2012	48.39
<u>105659</u>	IMPRINTED ENVELOPES	11/09/2012	11/09/2012	79.90
<u>105663</u>	STORAGE BOXES,STAPLES,STAPLER	11/04/2012	11/04/2012	226.59
<u>105674</u>	POST - ITS	11/04/2012	11/04/2012	26.70
<u>105684</u>	PENS	11/02/2012	11/02/2012	37.50
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>2704</u>	CDW GOVERNMENT, INC.	817.60		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	817.60	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>5084561</u>	MS OFFI HOME & BUS 2010, HP SB 6300 I3-2120 500GB	11/06/2012	11/06/2012	817.60

## Payment Register

Vendor Number Vendor Filed As  
2190 CERTIFIED SERVICE CENTER

Payment Type Payment Number

Check

Payable Number:  
V57180-001

Description  
DISH WASHER REPAIRS

Payable Date	Due Date	Payment Date	Payment Amount
11/04/2012	11/04/2012	11/08/2012	429.50

Total Vendor Amount

588.20

Vendor Number Vendor Filed As  
4335 CHEM-SERV INC.

Payment Type Payment Number

Check

Payable Number:  
089127  
089400  
089434

Description  
MISCELLANEOUS ITEMS  
CLEANERS  
ENZYME FORCE SPRAY-A-JELL

Payable Date	Due Date	Payment Date	Payment Amount
10/24/2012	10/24/2012	11/08/2012	127.50
11/06/2012	11/06/2012		347.30
11/06/2012	11/06/2012		113.40

Total Vendor Amount

169.11

Vendor Number Vendor Filed As  
0290 CHEVRON AND TEXACO BUSINESS CARD SERVICES

Payment Type Payment Number

Check

Payable Number:  
STMT #36184256

Description  
ACCT#7898788620 - STATEMENT NOV 1 2012

Payable Date	Due Date	Payment Date	Payment Amount
11/02/2012	11/02/2012	11/08/2012	169.11

Total Vendor Amount

3,600.00

Vendor Number Vendor Filed As  
3371 CHRIS ERVIN

Payment Type Payment Number

Check

Payable Number:  
2006-C-0381DC  
2007-C-0184CCL  
2007-C-0283CCL  
2011-C-0303DC  
2011-C-0304DC  
2012-C-0157CCL  
24724CCL  
26814-C-CCL(11/7/12)

Description  
2006-C-0381DC, TX V BRANDON NEWSOM  
2007-C-0184CCL, TX V KURT RUSSELL  
2007-C-0283CCL, TX V TONI BURRAN  
2011-C-0303DC, TX V TABIUIS MATLOCK  
2011-C-0304DC, TX V TABIUIS MATLOCK  
2012-C-0157CCL, TX V JAMES MILTON INGRAM  
24724CCL, TX V DEBBIE WILLIE  
26814-C-CCL(11/7/12), TX V AARON WHITTINGTON

Payable Date	Due Date	Payment Date	Payment Amount
11/08/2012	11/08/2012	11/08/2012	450.00
10/31/2012	10/31/2012		450.00
10/31/2012	10/31/2012		450.00
10/31/2012	10/31/2012		450.00
10/31/2012	10/31/2012		450.00
10/31/2012	10/31/2012		450.00
11/08/2012	11/08/2012		450.00
10/31/2012	10/31/2012		450.00
11/08/2012	11/08/2012		450.00

Total Vendor Amount

36,174.50

Vendor Number Vendor Filed As  
2786 CITY OF CARTHAGE

Payment Type Payment Number

Check

Payable Number:  
11.01.12

Description  
NOVEMBER 2012 CARTHAGE VET/DUMPSTER

Payable Date	Due Date	Payment Date	Payment Amount
11/06/2012	11/06/2012	11/08/2012	3,803.00

Check

Payable Number:  
11.01.2012

Description  
NOVEMBER 2012 - TRANSFER STATION/HAULING/DISPOSAL

Payable Date	Due Date	Payment Date	Payment Amount
11/06/2012	11/06/2012	11/08/2012	32,371.50

Total Vendor Amount

115.04

Vendor Number Vendor Filed As  
1535 CLINICAL PATHOLOGY LABS, INC.

Payment Type Payment Number

Check

Payable Number:  
TRISHABELLANY

Description  
TRISHA BELLANY, DOB 01-12-1973, DOS 5/12/12

Payable Date	Due Date	Payment Date	Payment Amount
11/04/2012	11/04/2012	11/08/2012	115.04

Total Vendor Amount

7,000.00

Vendor Number Vendor Filed As  
0619 COMMUNITY HEALTHCORE

Payment Type Payment Number

Check

Payable Number:  
3RD QTR 2012

Description  
3RD QUARTER PLEDGE JUL THROUGH SEPT

Payable Date	Due Date	Payment Date	Payment Amount
10/23/2012	10/23/2012	11/08/2012	7,000.00

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## Payment Register

Vendor Number	Vendor Filed As		Total Vendor Amount
2749	COOK TIRE & SERVICE CENTER, INC.		424.68
Payment Type	Payment Number		
Check			
Payable Number:	Description	Payable Date	Due Date
20241616	P O #55771 - TIRES RECAP	11/06/2012	11/06/2012
INV#20241064	CASING CREDIT - P O #55664	11/06/2012	11/06/2012
			514.68
			-90.00
			Total Vendor Amount
			291.35
Payment Date	Payment Amount		
11/08/2012	424.68		
Payment Date	Payment Amount		
11/08/2012	291.35		
Payable Date	Due Date	Payable Amount	
11/06/2012	11/06/2012	291.35	
11/06/2012	11/06/2012		
			Total Vendor Amount
			127.50
Payment Date	Payment Amount		
11/08/2012	127.50		
Payable Date	Due Date	Payable Amount	
10/23/2012	10/23/2012	127.50	
10/23/2012	10/23/2012		
			Total Vendor Amount
			5,483.00
Payment Date	Payment Amount		
11/08/2012	5,483.00		
Payable Date	Due Date	Payable Amount	
11/06/2012	11/06/2012	5,483.00	
11/06/2012	11/06/2012		
			Total Vendor Amount
			9,750.00
Payment Date	Payment Amount		
11/08/2012	9,750.00		
Payable Date	Due Date	Payable Amount	
10/19/2012	10/19/2012	1,950.00	
10/19/2012	10/19/2012	1,950.00	
10/19/2012	10/19/2012	1,950.00	
10/26/2012	10/26/2012	1,950.00	
10/26/2012	10/26/2012	1,950.00	
			Total Vendor Amount
			100.00
Payment Date	Payment Amount		
11/09/2012	100.00		
Payable Date	Due Date	Payable Amount	
11/09/2012	11/09/2012	100.00	
11/09/2012	11/09/2012		
			Total Vendor Amount
			680.60
Payment Date	Payment Amount		
11/09/2012	680.60		
Payable Date	Due Date	Payable Amount	
11/09/2012	11/09/2012	680.60	
11/09/2012	11/09/2012		
			Total Vendor Amount
			29.15
Payment Date	Payment Amount		
11/08/2012	29.15		
Payable Date	Due Date	Payable Amount	
11/06/2012	11/06/2012	29.15	
11/06/2012	11/06/2012		



## Payment Register

APPKT01938 - CC PC POOL NOV 12, 2012

Vendor Number Vendor Filed As  
2312 DEBBIE'S BEST WATER STORE

Payment Type Payment Number  
Check

Payable Number: Description  
51626 COOLER RENTAL OCT/5 GAL DEL  
51773 5 GAL DEL, SOLO CUPS, DEL CHG

Payment Date	Payment Amount	
11/08/2012	178.50	
Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	153.25
11/06/2012	11/06/2012	25.25

Total Vendor Amount  
15,979.84

Vendor Number Vendor Filed As  
3568 DIGITAL ALLY

Payment Type Payment Number  
Check

Payable Number: Description  
1051916 DVM-500 Plus Mobile Digital Recording System

Payment Date	Payment Amount	
11/09/2012	15,979.84	
Payable Date	Due Date	Payable Amount
11/09/2012	11/09/2012	15,979.84

Total Vendor Amount  
184.83

Vendor Number Vendor Filed As  
3603 DOGGETT EQUIPMENT SERVICE, LLC

Payment Type Payment Number  
Check

Payable Number: Description  
K03184 P O #55680 - OIL & HYDRAULIC

Payment Date	Payment Amount	
11/08/2012	184.83	
Payable Date	Due Date	Payable Amount
10/26/2012	10/26/2012	184.83

Total Vendor Amount  
10.00

Vendor Number Vendor Filed As  
1300 DOTHAN TARPULIN PRODUCTS, INC.

Payment Type Payment Number  
Check

Payable Number: Description  
243242 P O #55724 - COVER FOR VIC STATION

Payment Date	Payment Amount	
11/08/2012	10.00	
Payable Date	Due Date	Payable Amount
10/26/2012	10/26/2012	10.00

Total Vendor Amount  
1,250.00

Vendor Number Vendor Filed As  
4465 EAST TEXAS OPEN DOOR, INC

Payment Type Payment Number  
Check

Payable Number: Description  
3RD QTR 2012 3RD QTR 7/1/12 TO 9/20/12 FUNDS

Payment Date	Payment Amount	
11/08/2012	1,250.00	
Payable Date	Due Date	Payable Amount
10/31/2012	10/31/2012	1,250.00

Total Vendor Amount  
358.00

Vendor Number Vendor Filed As  
4014 EAST TEXAS TRUCK ALIGNMENT

Payment Type Payment Number  
Check

Payable Number: Description  
2298 P O #55683 - FRONT END ALIGNMENT #611

Payment Date	Payment Amount	
11/08/2012	358.00	
Payable Date	Due Date	Payable Amount
10/26/2012	10/26/2012	358.00

Total Vendor Amount  
11,080.66

Vendor Number Vendor Filed As  
1120 ELECTION SYSTEMS & SOFTWARE, LLC

Payment Type Payment Number  
Check

Payable Number: Description  
836075 OFFICIAL ELEC BALLOTS  
836829 LAYOUT CHARGES  
836844 MISC. ELECTION ITEMS  
836851 LAYOUT CHARGES  
836946 MEDIA BURN  
837006 PRECINCT KITS - EARLY AND ELECT DAY  
837007 POLL WORKER FIRST-AID KIT

Payment Date	Payment Amount	
11/08/2012	11,080.66	
Payable Date	Due Date	Payable Amount
10/31/2012	10/31/2012	4,621.82
11/04/2012	11/04/2012	300.00
11/04/2012	11/04/2012	4,448.63
11/04/2012	11/04/2012	300.00
11/04/2012	11/04/2012	461.52
11/04/2012	11/04/2012	811.77
11/04/2012	11/04/2012	136.92

## Payment Register

Vendor Number	Vendor Filed As		Total Vendor Amount
2467	ETMC-CARTHAGE INDIGENT		15,172.21
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	15,172.21
Payable Number:	Description	Payable Date	Due Date
11.15.12	NOVEMBER 2012 INDIGENT BILLING	11/06/2012	11/06/2012
			15,172.21
			Total Vendor Amount
			331.65
Vendor Number	Vendor Filed As		Total Vendor Amount
4520	EXCEL FORD LINCOLN MERCURY		331.65
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	331.65
Payable Number:	Description	Payable Date	Due Date
22330	P O #55775 - REPAIRS TO TRUCK	11/06/2012	11/06/2012
			331.65
			Total Vendor Amount
			30.00
Vendor Number	Vendor Filed As		Total Vendor Amount
1531	EXTENSION FUND 275100		30.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	30.00
Payable Number:	Description	Payable Date	Due Date
DEC 5, 2012 CONF	JOHN W GRADBERG CONF REG. DEC 5, 2012	10/31/2012	10/31/2012
			30.00
			Total Vendor Amount
			135.14
Vendor Number	Vendor Filed As		Total Vendor Amount
1280	FASTENAL COMPANY		135.14
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	135.14
Payable Number:	Description	Payable Date	Due Date
TXCAT9240	CUST#TXCAT0141 - BUCKLE - P O #55713	10/23/2012	10/23/2012
			135.14
			Total Vendor Amount
			3,072.38
Vendor Number	Vendor Filed As		Total Vendor Amount
0412	FIRMIN'S OFFICE CITY, INC.		3,072.38
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	3,072.38
Payable Number:	Description	Payable Date	Due Date
46857-0	INK CARTRIDGE, REPORT COVERS	10/11/2012	10/11/2012
46861-0	INK CARTRIDGES	10/11/2012	10/11/2012
46890-0	INK CARTRIDGES	10/11/2012	10/11/2012
46919-0	TONER, BINDERS, SHEET PROTECTORS	10/11/2012	10/11/2012
46985-0	FOLDERS	10/11/2012	10/11/2012
47003-0	COPY PAPER	10/11/2012	10/11/2012
47240-0	CDRS, INK JET CARTRIDGES	10/24/2012	10/24/2012
47279-0	TONER, INK JET CARTRIDGES	10/24/2012	10/24/2012
47358-0	TONER, FOLDERS, FASTENERS, PEN REFILLS	11/04/2012	11/04/2012
47369-0	TONER	11/04/2012	11/04/2012
47394-0	INK CARTRIDGES	11/04/2012	11/04/2012
47464-0	INK CARTRIDGES	11/04/2012	11/04/2012
47478-0	FOLDERS	11/04/2012	11/04/2012
47534-0	P O #55733 - INK CARTRIDGES	10/26/2012	10/26/2012
47565-0	ODYSSEY STAMP RED INK	11/04/2012	11/04/2012
47654-0	MISC. OFFICE SUPPLIES	11/09/2012	11/09/2012
47692-0	PAPER	11/06/2012	11/06/2012
47694-0	INK CARTRIDGE	11/06/2012	11/06/2012
CM 47279-0	RETURNED TONER CARTRIDGE	11/09/2012	11/09/2012
			-72.99
			Total Vendor Amount
			52.27
Vendor Number	Vendor Filed As		Total Vendor Amount
3966	GALLS, LLC		52.27
Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/08/2012	52.27
Payable Number:	Description	Payable Date	Due Date
000086623	ALL SEASON GEAR TACTICAL POLO	11/04/2012	11/04/2012
			52.27

## Payment Register:

Vendor Number Vendor Filed As  
1178 GATEWAY TIRE & SERVICE CENTER

Payment Type Payment Number

Check

Payable Number:

1500959910

1500964212

1500967472

1500970923

Description

OIL CHANGE

REGULAR MOUNT

REG. MOUNT, ALIGNMENT, CAM KIT, LABOR

FR STRUTS, LABOR, SUPPLIES, ALIGNMENT, FRONT PADS

Payment Date	Due Date	Payable Amount
11/08/2012		994.60
11/08/2012		994.60
10/23/2012	10/23/2012	32.99
10/23/2012	10/23/2012	60.00
11/04/2012	11/04/2012	241.67
11/04/2012	11/04/2012	659.94

Total Vendor Amount

996.31

Vendor Number Vendor Filed As  
1307 GATEWAY TIRE & SERVICE CENTER

Payment Type Payment Number

Check

Payable Number:

1500973536

Description

P O #55824 P REPAIRS TO TRUCK

Payment Date	Due Date	Payable Amount
11/08/2012		996.31
11/08/2012		996.31
11/06/2012	11/06/2012	996.31

Total Vendor Amount

50.00

Vendor Number Vendor Filed As  
1533 GODFREY EARL INGRAM

Payment Type Payment Number

Check

Payable Number:

11-1-12

Description

OVER PAYMENT OF FINE

Payment Date	Due Date	Payable Amount
11/08/2012		50.00
11/08/2012		50.00
11/02/2012	11/02/2012	50.00

Total Vendor Amount

1,173.00

Vendor Number Vendor Filed As  
4111 HAWTHORN FUNERAL HOME, LP

Payment Type Payment Number

Check

Payable Number:

10.22.12

Description

JULIUS FLOYD BISHOP, 10/13/12, TRANS TO/FROM M.E.

Payment Date	Due Date	Payable Amount
11/08/2012		1,173.00
11/08/2012		1,173.00
10/24/2012	10/24/2012	1,173.00

Total Vendor Amount

2,065.50

Vendor Number Vendor Filed As  
2326 HOLT CAT

Payment Type Payment Number

Check

Payable Number:

PCMG0024982

PIMG0141923

PIMG0142157

Description

CREDIT ON INVOICE #PIMG0141923

P O #55584 - BITS TO REPAIR MACHINE

P O #55587 - PARTS TO REPAIR MACHINE

Payment Date	Due Date	Payable Amount
11/08/2012		2,065.50
11/08/2012		2,065.50
11/09/2012	11/09/2012	-2,949.50
11/06/2012	11/06/2012	2,949.50
11/09/2012	11/09/2012	2,065.50

Total Vendor Amount

829.36

Vendor Number Vendor Filed As  
3779 ICS

Payment Type Payment Number

Check

Payable Number:

100727

100727-02

Description

MISC. ITEMS

INMATE SHIRTS/PANTS

Payment Date	Due Date	Payable Amount
11/08/2012		829.36
11/08/2012		829.36
10/23/2012	10/23/2012	746.04
10/23/2012	10/23/2012	83.32

Total Vendor Amount

445.12

Vendor Number Vendor Filed As  
2832 IBC SALES CORPORATION

Payment Type Payment Number

Check

Payable Number:

474405276884

474405279936

474405283009

474405286062

474405290130

474405293178

Description

FOOD FOR JAIL

FOOD FOR JAIL

FOOD FOR JAIL

FOOD FOR JAIL

BREAD FOR JAIL

BREAD FOR JAIL

Payment Date	Due Date	Payable Amount
11/08/2012		445.12
11/08/2012		445.12
10/23/2012	10/23/2012	64.08
10/23/2012	10/23/2012	92.73
10/23/2012	10/23/2012	92.73
10/23/2012	10/23/2012	64.41
11/04/2012	11/04/2012	73.05
11/04/2012	11/04/2012	58.12

## Payment Register

Vendor Number	Vendor Filed As						Total Vendor Amount
<u>2282</u>	INDIGENT HEALTHCARE SOLUTIONS LTD.						1,398.00
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	1,398.00		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>56842</u>	NOVEMBER 2012 PROFESSIONAL SERVICES	10/23/2012	10/23/2012	1,398.00			
							Total Vendor Amount
							22.50
Vendor Number	Vendor Filed As						
<u>1353</u>	J & L GEO SYSTEMS						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	22.50		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>10.23.12</u>	RETINT FRONT STRIP	11/04/2012	11/04/2012	22.50			
							Total Vendor Amount
							167,987.27
Vendor Number	Vendor Filed As						
<u>2425</u>	J. E. KINGHAM CONSTRUCTION COMPANY						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	167,987.27		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>APP NO 00002</u>	SAMMY BROWN LIBRARY PROJECT	11/06/2012	11/06/2012	167,987.27			
							Total Vendor Amount
							75.61
Vendor Number	Vendor Filed As						
<u>1523</u>	JAMES FERRIS						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	75.61		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>10.01.12</u>	REIMB. FOR MEALS-SEPT 2012/MISSISSIPPI	10/23/2012	10/23/2012	75.61			
							Total Vendor Amount
							25.00
Vendor Number	Vendor Filed As						
<u>1871</u>	JAMES KEITH KNIGHT						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	25.00		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>OCT 2012</u>	P Q #55776 - OCT 2012 PIT LEASE	11/06/2012	11/06/2012	25.00			
							Total Vendor Amount
							87.94
Vendor Number	Vendor Filed As						
<u>0917</u>	JAMES PUBLISHING, INC.						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	87.94		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>2876059</u>	CRIMINAL LAWYER'S HANDBOOK 2013	10/31/2012	10/31/2012	87.94			
							Total Vendor Amount
							2,445.00
Vendor Number	Vendor Filed As						
<u>2897</u>	JASON PHILLIPS MDPA						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	2,445.00		
Payable Number:	Description	Payable Date	Due Date	Payable Amount			
<u>1699</u>	JIMMY CHARLES 9/30/12	10/23/2012	10/23/2012	105.00			
<u>1700</u>	STUART COPELAND 9-28-12	10/23/2012	10/23/2012	105.00			
<u>1701</u>	TAMARA SARTWELL, 9/28/12	10/23/2012	10/23/2012	105.00			
<u>1702</u>	ODARIUS DELANEY 9-28-2012	10/23/2012	10/23/2012	105.00			
<u>1703</u>	GARISON ALLISON 9-28-12	10/23/2012	10/23/2012	105.00			
<u>1704</u>	CAMILIA JOHNSON - 9/28/12	10/23/2012	10/23/2012	105.00			
<u>1705</u>	JASON MILLER 9/28/12	10/23/2012	10/23/2012	105.00			
<u>1706</u>	DAVID ANDERSON - 9/28/12	10/23/2012	10/23/2012	105.00			
<u>1707</u>	BRYAN MARSHALL - 9/25/12	10/23/2012	10/23/2012	105.00			
<u>1708</u>	JIMMY CHARLES 9/25/12	10/23/2012	10/23/2012	105.00			
<u>1709</u>	JASON MILLER 9/21/12	10/23/2012	10/23/2012	105.00			
<u>1710</u>	CHARLIE AMBURN 9/21/12	10/23/2012	10/23/2012	105.00			
<u>1711</u>	ARTHUR STRAIN 9/21/12	10/23/2012	10/23/2012	105.00			
<u>1712</u>	MICHAEL FERRIS 10/12/12	11/04/2012	11/04/2012	105.00			
<u>1713</u>	JOHN BANDY 10/12/12	11/04/2012	11/04/2012	105.00			

## Payment Register

1714  
1715  
1716  
1717  
1718  
SHEPADOO

KATHA BUCKLEY 10/12/12  
ARNOLD ODOM 10/12/12  
BENON MARTINEZ 10/12/12  
JIMMY CHARLES 10/12/12  
JUAN LUNA - 10/12/12  
PHYSICALS FOR CONF-WELK,SHRELL,FERRIS

Vendor Number Vendor Filed As  
3439 JEREMY NAGLE  
Payment Type Payment Number  
Check

Payable Number:  
10.30.12

Description  
REIMBURSEMENT FOR POLICE ACAD TESTING

Vendor Number Vendor Filed As  
1542 JOEY ANDERSON  
Payment Type Payment Number  
Check

Payable Number:  
11-12-2012

Description  
AIRPORT REMOVAL/REPLACEMENT OF WALK COVER

Vendor Number Vendor Filed As  
3615 JUST IN TIME SANITATION SERVICES  
Payment Type Payment Number  
Check

Payable Number:  
46058  
46395

Description  
2 PORTABLE TOILETS  
P O #55687 - OCT RENTAL PORTABLE TOILET

Vendor Number Vendor Filed As  
1534 KATHERINE T. BETZLER  
Payment Type Payment Number  
Check

Payable Number:  
2012-C-0181DC  
27376-C-CCL  
27428-CCL

Description  
2012-C-0181DC, TX V RICO MARSHALL  
27376-C-CCL, TX V JIMMIE BOYETTE  
27428-CCL, TX V RICO MARSHALL

Vendor Number Vendor Filed As  
3132 KATIE NIELSEN  
Payment Type Payment Number  
Check

Payable Number:  
2006-C-0041CCL  
2006-C-0042CCL  
2006-C-0043CCL  
2006-C-0044CCL  
2006-C-0045CCL  
2007-C-0225DC  
2007-C-0226DC  
2007-C-0227DC

Description  
2006-C-0041CCL - TX V CAMILLIA ROSETTA JOHNSON  
2006-C-0042CCL - TX V CAMILLIA ROSETTA JOHNSON  
2006-C-0043CCL - TX V CAMILLIA ROSETTA JOHNSON  
2006-C-0044CCL - TX V CAMILLIA ROSETTA JOHNSON  
2006-C-0045CCL - TX V CAMILLIA ROSETTA JOHNSON  
2007-C-0225DC - TX V DUSTIN LEE WATERS  
2007-C-0226DC - TX V DUSTIN LEE WATERS  
2007-C-0227DC - TX V DUSTIN LEE WATERS

Vendor Number Vendor Filed As  
1539 KIMBERLY'S KREATIONS  
Payment Type Payment Number  
Check

Payable Number:  
683441

Description  
P O #55585 - 12 JACKETS W/LOGO AND NAMES

## APPKT01938 - CC PC POOL NOV 12, 2012

Payable Date	Due Date	Payment Amount
11/04/2012	11/04/2012	105.00
11/04/2012	11/04/2012	105.00
11/04/2012	11/04/2012	105.00
11/04/2012	11/04/2012	105.00
11/04/2012	11/04/2012	105.00
11/04/2012	11/04/2012	345.00

Total Vendor Amount  
30.00

Payable Date	Due Date	Payment Amount
11/04/2012	11/08/2012	30.00

Total Vendor Amount  
4,000.00

Payable Date	Due Date	Payment Amount
11/09/2012	11/09/2012	4,000.00

Total Vendor Amount  
215.00

Payable Date	Due Date	Payment Amount
11/06/2012	11/08/2012	215.00
11/06/2012	11/06/2012	140.00
11/06/2012	11/06/2012	75.00

Total Vendor Amount  
1,350.00

Payable Date	Due Date	Payment Amount
11/04/2012	11/08/2012	1,350.00
11/06/2012	11/04/2012	450.00
11/06/2012	11/06/2012	450.00
11/06/2012	11/06/2012	450.00

Total Vendor Amount  
2,000.00

Payable Date	Due Date	Payment Amount
10/26/2012	11/08/2012	2,000.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	333.33
10/26/2012	10/26/2012	333.33
10/26/2012	10/26/2012	333.34

Total Vendor Amount  
325.00

Payable Date	Due Date	Payment Amount
11/09/2012	11/09/2012	325.00

Vendor Number	Vendor Filed As
<u>3795</u>	LAURA M. CARPENTER
Payment Type	Payment Number

	<b>Payment Date</b>	<b>Payment Amount</b>
	11/08/2012	2,450.00
<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>
10/26/2012	10/26/2012	450.00
11/02/2012	11/02/2012	450.00
10/26/2012	10/26/2012	200.00
10/26/2012	10/26/2012	450.00
11/02/2012	11/02/2012	450.00
10/31/2012	10/31/2012	450.00

		Total Vendor Amount	1,181.73
		Payment Date	Payment Amount
		11/08/2012	1,181.73
Payable Date	Due Date	Payable Amount	
11/06/2012	11/06/2012	1,181.73	

		<b>Total Vendor Amount</b>
		155.00
	<b>Payment Date</b>	<b>Payment Amount</b>
	11/08/2012	155.00
<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>
11/06/2012	11/06/2012	155.00

		<b>Total Vendor Amount</b>
		255.00
	<b>Payment Date</b>	<b>Payment Amount</b>
	11/08/2012	255.00
<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>
11/06/2012	11/06/2012	255.00

			<b>Total Vendor Amount</b>
			284.01
	<b>Payment Date</b>	<b>Payment Amount</b>	
	11/08/2012		284.01
<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>	
10/23/2012	10/23/2012		49.01
10/23/2012	10/23/2012		235.00

		<b>Total Vendor Amount</b>
		196.95
	<b>Payment Date</b>	<b>Payment Amount</b>
	11/08/2012	196.95
<b>Payable Date</b>	<b>Due Date</b>	<b>Payable Amount</b>
11/06/2012	11/06/2012	65.84
11/06/2012	11/06/2012	87.71
11/06/2012	11/06/2012	43.40

		Total Vendor Amount
		4,250.00
	Payment Date	Payment Amount
	11/08/2012	4,250.00
Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	450.00
10/26/2012	10/26/2012	450.00
10/26/2012	10/26/2012	450.00
10/26/2012	10/26/2012	250.00
10/26/2012	10/26/2012	250.00
10/23/2012	10/23/2012	250.00
10/23/2012	10/23/2012	250.00

## Payment Register

## APPKT01938 - CC PC POOL NOV 12, 2012

27453-C-CCL TX V ETHAN A MARTIN  
 27561-C-CCL TX V ETHAN A MARTIN  
 J-877CCL TX V MONDELL BECK IV  
 J-879CCL TX V CLARENCE THOMPSON IV  
 J-880CCL TX V LAKEDRIAN THOMPSON

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	275.00
10/23/2012	10/23/2012	275.00
10/23/2012	10/23/2012	450.00
10/23/2012	10/23/2012	450.00
10/23/2012	10/23/2012	450.00

Total Vendor Amount  
486.50

Vendor Number 1095 Vendor Filed As METROPLEX CONTROL SYSTEMS  
 Payment Type Payment Number  
 Check  
 Payable Number: 167203 Description RMA CHARGE

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	486.50

Total Vendor Amount  
32.00

Vendor Number 3988 Vendor Filed As MISSION THREADS AND GRAPHICS  
 Payment Type Payment Number  
 Check  
 Payable Number: 20993 Description 2' X 4' BANNER

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	32.00

Total Vendor Amount  
315.00

Vendor Number 4411 Vendor Filed As NDAA  
 Payment Type Payment Number  
 Check  
 Payable Number: INV#34760-JVSY21 Description 2013 MEMBERSHIP - DANNY BUCK DAVIDSON  
 INV#35584-RZFG8C Description 2013 MEMBERSHIP - KEVIN JONES  
 INV#38308-MH2B7R Description 2013 MEMBERSHIP - KEN HILL

Payable Date	Due Date	Payable Amount
11/01/2012	11/01/2012	165.00
11/01/2012	11/01/2012	75.00
11/01/2012	11/01/2012	75.00

Total Vendor Amount  
2,000.00

Vendor Number 3612 Vendor Filed As NET RMA  
 Payment Type Payment Number  
 Check  
 Payable Number: FY 2013 Description FY 2013 MEMBERSHIP CONTRIBUTION

Payable Date	Due Date	Payable Amount
10/26/2012	10/26/2012	2,000.00

Total Vendor Amount  
2,424.48

Vendor Number 2275 Vendor Filed As OLMSTED-KIRK PAPER COMPANY  
 Payment Type Payment Number  
 Check  
 Payable Number: 2883511 Description RETURNED ITEM FOR CREDIT-STAINLESS CLEANER  
 2978230 Description MISC. ITEMS  
 2978231 Description MISC. SUPPLIES  
 2982913 Description PAPER CUPS, ALL PURPOSE CLEANER  
 2987430 Description MISC. ITEMS

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	-168.90
10/23/2012	10/23/2012	178.05
10/23/2012	10/23/2012	1,320.97
10/23/2012	10/23/2012	193.36
11/04/2012	11/04/2012	901.00

Total Vendor Amount  
228.00

Vendor Number 2110 Vendor Filed As OMNIBASE SERVICES OF TEXAS, LP  
 Payment Type Payment Number  
 Check  
 Payable Number: 10-24-2012 Description FAILURE TO APPEAR FEES JULY 2012 TO SEPT 2012

Payable Date	Due Date	Payable Amount
10/26/2012	10/26/2012	228.00

Total Vendor Amount  
250.00

Vendor Number 2554 Vendor Filed As PANOLA COUNTY PLUMBING  
 Payment Type Payment Number  
 Check  
 Payable Number: #5868-12 Description REPAIRS TO SPRINKLER

Payable Date	Due Date	Payable Amount
11/09/2012	11/09/2012	250.00

## Payment Register

Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>3526</u>	PANOLA EMERGENCY MEDICINE ASSOCIATES, P.A.	381.74		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	381.74	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>01.27.81</u>	ETHAN A. MARTIN, DOS 8/17/12	11/01/2012	11/01/2012	105.65
<u>03.28.82</u>	SHANNON O BARBER, DOS 6-06-12	11/01/2012	11/01/2012	170.42
<u>05.12.67</u>	FREDRICK KENNEDY, DOS 5/21/12	11/01/2012	11/01/2012	105.66
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>3222</u>	PATTERSON CHRYSLER DODGE JEEP	142.97		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	142.97	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>64130</u>	P O #55822 - FILTERS	11/06/2012	11/06/2012	142.97
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>0032</u>	PEGUES-HURST MOTOR CO.	3,265.86		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	3,265.86	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>128395</u>	P O #55768 - REPAIRS TO TRUCK	10/26/2012	10/26/2012	2,706.86
<u>548453</u>	P O #55679 - PUMP-CORE-KIT	10/26/2012	10/26/2012	477.14
<u>549118</u>	P O #55823 - 2, FW FLUID	11/06/2012	11/06/2012	82.86
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>1486</u>	PIPPEN MOTOR COMPANY	426.91		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	426.91	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>44609</u>	VEHICLE REPAIRS	11/04/2012	11/04/2012	426.91
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>1572</u>	PRO-MED SYSTEMS	41.03		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	41.03	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>5611</u>	ALPHA LABELS, SOLID COLOR LABELS	11/06/2012	11/06/2012	41.03
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>2820</u>	PROSIGNS	220.00		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	220.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>25012</u>	ALUM SIGNS WHITE/RED	11/06/2012	11/06/2012	220.00
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>1073</u>	RAY ALLEN MANUFACTURING, LLC	59.95		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	59.95	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>284260</u>	K-9 RAID JACKET SHERIFF	10/23/2012	10/23/2012	59.95
Vendor Number	Vendor Filed As	Total Vendor Amount		
<u>1362</u>	RICHARD H. THOMAS, INC.	2,083.00		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	2,083.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
<u>104593</u>	P O #55747 - INSURANCE-2012 BOMAG	11/09/2012	11/09/2012	1,629.00
<u>104594</u>	P O #55748 INSURANCE-2007 JOHN DEER CRAWLER	11/09/2012	11/09/2012	383.00
<u>105606</u>	ANGIE STONE - FEE FOR NOTARY	11/06/2012	11/06/2012	71.00



## Payment Register

APPKT01938 - CC PC POOL NOV 12, 2012

Vendor Number 4444 Vendor Filed As RUSK COUNTY ELECTRIC COOP., INC.  
 Payment Type Payment Number  
 Check  
 Payable Number: 11.01.12 Description P O #55745 - ACCT#34660300, 9/28/12 TO 10/29/12

Total Vendor Amount 21.70  
 Payment Date 11/08/2012 Payment Amount 21.70  
 Payable Date 11/06/2012 Due Date 11/06/2012 Payable Amount 21.70

Total Vendor Amount 234.39

Vendor Number 1386 Vendor Filed As S & K WELDING SUPPLIES  
 Payment Type Payment Number  
 Check  
 Payable Number: 1711 Description P O #55817 - WELDING RODS, FLINTS, MAGNETS  
 1781 P O #55819 - GLOVES  
 1783 P O #55734 - NOZZLE, FILE

Payment Date 11/08/2012 Payment Amount 234.39  
 Payable Date 10/26/2012 Due Date 10/26/2012 Payable Amount 125.57  
 10/26/2012 10/26/2012 94.44  
 10/26/2012 10/26/2012 14.38

Total Vendor Amount 6,912.00

Vendor Number 1530 Vendor Filed As S. D. TWOMEY TRUCKING  
 Payment Type Payment Number  
 Check  
 Payable Number: 10875 Description P O #55814 - 100 YDS OF SB2  
 10892 80 SB2 LOADED & PICKED UP BY CU YARD

Payment Date 11/08/2012 Payment Amount 6,912.00  
 Payable Date 10/23/2012 Due Date 10/23/2012 Payable Amount 3,840.00  
 10/31/2012 10/31/2012 3,072.00

Total Vendor Amount 2,650.00

Vendor Number 2769 Vendor Filed As S. GOODWIN ROOF SERVICE, LLC  
 Payment Type Payment Number  
 Check  
 Payable Number: 710 Description ROOF REPAIRS-COMMISSIONERS' ANNEX

Payment Date 11/08/2012 Payment Amount 2,650.00  
 Payable Date 10/24/2012 Due Date 10/24/2012 Payable Amount 2,650.00

Total Vendor Amount 25,268.89

Vendor Number 1390 Vendor Filed As SC FUELS  
 Payment Type Payment Number  
 Check  
 Payable Number: INV#2064020 Description FUEL PURCHASE 10-31-12

Payment Date 11/08/2012 Payment Amount 25,268.89  
 Payable Date 11/04/2012 Due Date 11/04/2012 Payable Amount 25,268.89

Total Vendor Amount 138.50

Vendor Number 1809 Vendor Filed As SIRCHIE  
 Payment Type Payment Number  
 Check  
 Payable Number: 0096955-IN Description SCANNING ELECT MISCROSCOPY KIT

Payment Date 11/08/2012 Payment Amount 138.50  
 Payable Date 10/23/2012 Due Date 10/23/2012 Payable Amount 138.50

Total Vendor Amount 102.24

Vendor Number 2501 Vendor Filed As SOUTHWESTERN ELECTRIC POWER  
 Payment Type Payment Number  
 Check  
 Payable Number: 10.29.12 Description ACCT#967-830-103-0-7, 09/25/12 TO 10/29/12

Payment Date 11/08/2012 Payment Amount 102.24  
 Payable Date 11/04/2012 Due Date 11/04/2012 Payable Amount 102.24

Total Vendor Amount 324.07

Vendor Number 2502 Vendor Filed As SOUTHWESTERN ELECTRIC POWER  
 Payment Type Payment Number  
 Check  
 Payable Number: 10.29.12 Description ACCT#964-323-103-0-6, 09/25/12 TO 10/29/12

Payment Date 11/08/2012 Payment Amount 324.07  
 Payable Date 11/06/2012 Due Date 11/06/2012 Payable Amount 324.07

## Payment Register

Vendor Number	Vendor Filed As	Total Vendor Amount		
2544	SOUTHWESTERN ELECTRIC POWER	218.01		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/09/2012	218.01	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
10.30.12	ACCT#968-368-050-3-4, 10/02/12 TO 10/30/12	11/09/2012	11/09/2012	218.01
Vendor Number	Vendor Filed As	Total Vendor Amount		
2751	SOUTHWESTERN ELECTRIC POWER	24.89		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	24.89	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
10.29.12	ACCT#962-013-787-0-8, 09/25/12 TO 10/29/12	11/06/2012	11/06/2012	24.89
Vendor Number	Vendor Filed As	Total Vendor Amount		
4224	SOUTHWESTERN ELECTRIC POWER	404.47		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	404.47	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
10.29.12	ACCT#968-721-371-0-2, 09/27/12 TO 10/27/12	11/06/2012	11/06/2012	404.47
Vendor Number	Vendor Filed As	Total Vendor Amount		
1402	SYSCO	11,200.38		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/09/2012	11,200.38	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
600660954	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	1,994.49
600668250	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	361.39
600694458	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	354.78
600697485	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	2,189.17
600713556	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	1,526.85
600729429	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	2,184.11
600754769	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	1,013.52
600755129	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	1,352.68
600755300	ACCT#1000013032 - FOOD FOR DETENTION CENTER	11/09/2012	11/09/2012	223.39
Vendor Number	Vendor Filed As	Total Vendor Amount		
0062	TEECO SAFETY, INC.	321.00		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	321.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
108188	BADGES	11/04/2012	11/04/2012	321.00
Vendor Number	Vendor Filed As	Total Vendor Amount		
4317	TEXAS COMMUNITY MEDIA	1,717.60		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/10/2012	1,717.60	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
162458 1012	OCTOBER 2012 MONTHLY ADVERTISEMENTS	11/10/2012	11/10/2012	1,717.60
Vendor Number	Vendor Filed As	Total Vendor Amount		
2078	TEXAS PARKS & WILDLIFE #1	293.25		
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/08/2012	293.25	
Payable Number:	Description	Payable Date	Due Date	Payable Amount
10.31.12	OCT 2012 85% SHARE OF FINES	10/31/2012	10/31/2012	293.25

## Payment Register

Vendor Number Vendor Filed As  
1550 TEXAS WILDLIFE DAMAGE MANAGEMENT FUND

Payment Type Payment Number

Check

Payable Number:

241368

Description

FIELD AGREEMENT FORT WORTH-OCTOBER 2012

Payable Date	Due Date	Payable Amount
11/06/2012	11/06/2012	2,400.00

Total Vendor Amount  
2,400.00

Vendor Number Vendor Filed As  
0001 TOLEDO AUTOMOTIVE SUPPLY OF CARTHAGE, INC.

Payment Type Payment Number

Check

Payable Number:

269702

269846

270141

270998

271049

271284

271309

271355

271473

271484

271583

271645

271698

271690

271921

271938

272286

272314

272438

272774

272793

272832

272885

272900

273047

273056

273560

273585

273600

273698

273791

273988

274078

274718

274774

275050

275107

275302

Description

P O #55645 - SUPPLIES

HEADLIGHT BULB

B FLUID DOT 3-32 OZ

P O #55752 - FILTERS

P O #55753 - BULBS,FUSES,FILES,BAR TOOL,SPARK PLUG

P O #55578 - OIL SEAL

P O #55805 - 3 - 1 QT DEX MERCONS

P O #55806 - 4 - 1 QT DEX MERCONS

P O #55668 - FILTERS

P O #55756 - FUEL DISCONNECTS

P O #55807 - 5 GAL DEX MERCON

P O #55670 - 4 PLUGS

AIR FILTER, CHEMICAL 812 POUR SPOUT

P O #55671 - FUSES

P O #55808 - SUPPLIES

FUSES

P O #55714 - HOSE ENDS

P O #55715 - FITTING

P O #55717 - SUPPLIES FOR BAY VEHICLE

P O #55760 - WIPER BLADES

P O #55723 - BATTERY

P O #55812 - FILTERS

P O #55813 - PAINT AND PLIERS

BULB

ARMORALL

P O #55676 - LAMPS

P O #55815 - NOZZLE AND OIL

P O #55678 - SNAP RINGS

P O #55764 - BATTERIES

P O #55765 - FITTINGS

P O #55766 - RATCHET TIE DOWN, STRAPS

P O #55681 - JOINTS, IMPACT SOCKET

P O #55682 - PRESTONE ANTIFREEZE

P O #55769 - FITTINGS, HOSES

P O #55686 - HYDRAULIC FILTER

P O #55688 - FILTERS

CAP SCREWS, USS NUTS, WASHERS, SCREWS

P O #55772 - FILTER

Payable Date	Due Date	Payable Amount
10/12/2012	10/12/2012	17.67
10/17/2012	10/17/2012	9.74
10/11/2012	10/11/2012	6.99
10/12/2012	10/12/2012	315.08
10/12/2012	10/12/2012	56.57
10/12/2012	10/12/2012	6.02
10/10/2012	10/10/2012	13.65
10/10/2012	10/10/2012	18.20
10/10/2012	10/10/2012	65.84
10/10/2012	10/10/2012	13.19
10/11/2012	10/11/2012	79.82
10/11/2012	10/11/2012	5.16
10/11/2012	10/11/2012	14.27
10/11/2012	10/11/2012	23.29
10/15/2012	10/15/2012	407.17
10/24/2012	10/24/2012	11.24
10/16/2012	10/16/2012	29.22
10/16/2012	10/16/2012	2.69
10/16/2012	10/16/2012	28.27
10/17/2012	10/17/2012	108.72
10/24/2012	10/24/2012	102.00
10/24/2012	10/24/2012	35.40
10/24/2012	10/24/2012	39.18
10/24/2012	10/24/2012	1.74
10/24/2012	10/24/2012	83.88
10/24/2012	10/24/2012	24.42
10/24/2012	10/24/2012	125.26
10/24/2012	10/24/2012	3.64
10/24/2012	10/24/2012	323.08
10/24/2012	10/24/2012	199.01
10/26/2012	10/26/2012	35.81
10/26/2012	10/26/2012	31.47
10/26/2012	10/26/2012	89.94
11/04/2012	11/04/2012	164.71
11/04/2012	11/04/2012	35.54
11/04/2012	11/04/2012	54.84
11/06/2012	11/06/2012	7.12
11/04/2012	11/04/2012	14.01

Total Vendor Amount

62.77

Vendor Number Vendor Filed As  
4038 TOLEDO AUTOMOTIVE-TATUM

Payment Type Payment Number

Check

Payable Number:

053409

053601

054398

Description

P O #55571 - ROPE HANDLES

P O #55751 - HOSE END

P O #55581 - FILTERS

Payable Date	Due Date	Payable Amount
10/12/2012	10/12/2012	8.28
10/12/2012	10/12/2012	24.21
10/17/2012	10/17/2012	30.28

## Payment Register

Vendor Number	Vendor Filed As				Total Vendor Amount
<u>4244</u>	TOM M. JONES, DOS				767.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	767.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>STMT 10/3/12</u>	C. MOORE,L. JOHNSON, C. AMBURN	11/09/2012	11/09/2012	767.00	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>1315</u>	TRACTOR SUPPLY CREDIT PLAN				32.99
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	32.99	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>100161162</u>	PROPLAN 35LB SHRD L&R	11/09/2012	11/09/2012	32.99	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>3505</u>	TRACTOR SUPPLY CREDIT PLAN				512.95
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	512.95	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>200100473</u>	MISC. ITEMS - P O #55498	11/09/2012	11/09/2012	512.95	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>1029</u>	TRI-STATE FASTENERS & SUPPLY				138.67
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	138.67	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>211135</u>	P O #55711 - TAPPING, TIES, SCREWS, ETC.	10/26/2012	10/26/2012	138.67	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>4036</u>	TX DEPARTMENT OF INFORMATION RESOURCES				1,892.04
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	1,892.04	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>INV#13090821N</u>	PH22000, 09-01-12 TO 09/30/12	10/31/2012	10/31/2012	1,892.04	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>1726</u>	TYLER RADIOLOGY ASSOCIATES				32.63
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	32.63	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>01-31-1959</u>	REPUNCLE HARRISON DOS 8/15/12	11/01/2012	11/01/2012	6.95	
<u>04-18-1983</u>	PEPE RODRIGUEZ DOS 8/4/12	11/01/2012	11/01/2012	8.56	
<u>08-28-1980</u>	NOVA H MAXIE DOS 7/16/12	11/01/2012	11/01/2012	8.56	
<u>12-12-1967</u>	JOSE GUADALUPE FERNANDEZ DOS 8/4/12	11/01/2012	11/01/2012	8.56	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>0235</u>	TYSON FOODS, INC.				208.00
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	208.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>46386</u>	CHICKEN	11/04/2012	11/04/2012	208.00	
Vendor Number	Vendor Filed As				Total Vendor Amount
<u>0931</u>	UNIFIRST HOLDINGS, INC.				54.30
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	54.30	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>826 0672483</u>	P O #55725 - RUGS	10/23/2012	10/23/2012	18.10	
<u>826 0673581</u>	P O #55731 - RUGS	10/26/2012	10/26/2012	18.10	
<u>826 0674666</u>	P O #55737 - RUGS	11/04/2012	11/04/2012	18.10	

## Payment Register

Vendor Number Vendor Filed As  
1588 UNIVERSAL TIME EQUIPMENT CO.

Payment Type Payment Number

Check

Payable Number:  
APP NO 3

Description  
 BALANCE OF CONTRACT SUM

Vendor Number Vendor Filed As  
0674 US POSTAL SERVICE

Payment Type Payment Number

Check

Payable Number:  
702388744

Description  
 CUST#G0003219 - NOV 2012 RENT

Vendor Number Vendor Filed As  
1185 US SCRIPT, INC.

Payment Type Payment Number

Check

Payable Number:  
339186  
339187  
340504  
340505

Description  
 INDIGENT PRESCRIPTIONS 09-16-12 TO 09/30/12  
 DETENTION CENTER 09/16/12 TO 09/30/12  
 INDIGENT PRESCRIPTIONS 10/01/12 TO 10/15/12  
 DETENTION CENTER RXS 10/1/12 TO 10/15/12

Vendor Number Vendor Filed As  
1399 VERIZON WIRELESS

Payment Type Payment Number

Check

Payable Number:  
6797224770

Description  
 ACCT#313439941-00004, SEP 10 - OCT 09, 2012

Vendor Number Vendor Filed As  
3880 VERIZON WIRELESS

Payment Type Payment Number

Check

Payable Number:  
6797224767

Description  
 ACCT#313439941-00001 - SEP 10 - OCT 09 2012

Vendor Number Vendor Filed As  
3883 VERIZON WIRELESS

Payment Type Payment Number

Check

Payable Number:  
6802083246

Description  
 ACCT#913519786-00001, SEP 21 - OCT 20, 2012

Vendor Number Vendor Filed As  
3885 VERIZON WIRELESS

Payment Type Payment Number

Check

Payable Number:  
6802063218

Description  
 ACCT#313301306-0001, SEP 21 - OCT 20, 2012

Vendor Number Vendor Filed As  
3887 VERIZON WIRELESS

Payment Type Payment Number

Check

Payable Number:  
6797224769

Description  
 ACCT#313439941-00003, SEP 10 TO OCT 09, 2012

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Total Vendor Amount  
 12,639.20

Payment Date Payment Amount  
 11/08/2012 12,639.20

Payable Date Due Date Payable Amount  
 11/06/2012 11/06/2012 12,639.20

Total Vendor Amount  
 325.00

Payment Date Payment Amount  
 11/08/2012 325.00

Payable Date Due Date Payable Amount  
 10/23/2012 10/23/2012 325.00

Total Vendor Amount  
 2,758.48

Payment Date Payment Amount  
 11/08/2012 2,758.48

Payable Date Due Date Payable Amount  
 10/24/2012 10/24/2012 701.30  
 11/09/2012 11/09/2012 602.02  
 10/31/2012 10/31/2012 1,052.69  
 11/09/2012 11/09/2012 402.47

Total Vendor Amount  
 50.00

Payment Date Payment Amount  
 11/08/2012 50.00

Payable Date Due Date Payable Amount  
 10/24/2012 10/24/2012 50.00

Total Vendor Amount  
 318.69

Payment Date Payment Amount  
 11/08/2012 318.69

Payable Date Due Date Payable Amount  
 10/23/2012 10/23/2012 318.69

Total Vendor Amount  
 97.42

Payment Date Payment Amount  
 11/08/2012 97.42

Payable Date Due Date Payable Amount  
 11/02/2012 11/02/2012 97.42

Total Vendor Amount  
 85.75

Payment Date Payment Amount  
 11/08/2012 85.75

Payable Date Due Date Payable Amount  
 11/02/2012 11/02/2012 85.75

Total Vendor Amount  
 35.21

Payment Date Payment Amount  
 11/08/2012 35.21

Payable Date Due Date Payable Amount  
 10/23/2012 10/23/2012 35.21

## Payment Register

Vendor Number	Vendor Filed As						Total Vendor Amount
3890	VERIZON WIRELESS						286.34
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/09/2012	286.34		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
6804975294	ACCT#613439910-00001, SEP 27-OCT 26, 2012		11/09/2012	11/09/2012	286.34		
							Total Vendor Amount
Vendor Number	Vendor Filed As						37.99
1024	VERIZON WIRELESS						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	37.99		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
6797224768	ACCT#313439941-00002 - SEP 10 - OCT 09, 2012		11/06/2012	11/06/2012	37.99		
							Total Vendor Amount
Vendor Number	Vendor Filed As						70.00
3909	VERIZON WIRELESS						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/09/2012	70.00		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
6804968102	ACCT#413284110-00001 - SEP 27-OCT 26, 2012		11/09/2012	11/09/2012	70.00		
							Total Vendor Amount
Vendor Number	Vendor Filed As						735.00
1053	VIP TECHNOLOGIES, INC.						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	735.00		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
00021405	FAX MACHINE IN ADULT PROB. NOT WORKING		10/24/2012	10/24/2012	85.00		
00021462	PHONES		11/06/2012	11/06/2012	650.00		
							Total Vendor Amount
Vendor Number	Vendor Filed As						733.27
2040	WALMART COMMUNITY/GEGRB						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/10/2012	733.27		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
000122	ACCT#6032 2020 0005 6326 - PRESCRIPTIONS		11/10/2012	11/10/2012	271.73		
00047	ACCT#6032 2020 0005 6326 - BATTERIES/ALARM		11/10/2012	11/10/2012	31.94		
007586	ACCT#6032 2020 0005 6326 - ONN MINI SPEAKER		11/10/2012	11/10/2012	12.97		
009780	ACCT#6032 2020 0005 6326 - MISC. ITEMS		11/10/2012	11/10/2012	416.63		
							Total Vendor Amount
Vendor Number	Vendor Filed As						60.79
2497	WALMART COMMUNITY/GEGRB						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	60.79		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
INV#007655	ACCT#6032 2020 2015 2691, BATTERIES		11/01/2012	11/01/2012	60.79		
							Total Vendor Amount
Vendor Number	Vendor Filed As						450.00
1792	WALTER VIVALDI						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	450.00		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
27657-C-CCL	27657-C-CCL, TX V JUAN LUNA		10/23/2012	10/23/2012	450.00		
							Total Vendor Amount
Vendor Number	Vendor Filed As						239.87
0034	WAUKESHA-PEARCE INDUSTRIES INC						
Payment Type	Payment Number			Payment Date	Payment Amount		
Check				11/08/2012	239.87		
Payable Number:	Description		Payable Date	Due Date	Payable Amount		
46258266	P O #55673 - LAMP		10/23/2012	10/23/2012	239.87		

## Payment Register

Vendor Number Vendor Filed As  
1080 WEST PAYMENT CENTER  
Payment Type Payment Number  
Check

Payable Number: Description  
825465905 ACCT#1000108064, JUL 5, 2012 -AUG 04, 2012  
825839010 SUB PROD CHARGES SEP 5 2012-OCT 4 2012

Vendor Number Vendor Filed As  
0502 WHOLESALE SUPPLY INC  
Payment Type Payment Number  
Check

Payable Number: Description  
0036327-IN MONTHLY LEASE RENTAL

Vendor Number Vendor Filed As  
0279 WRIGHT EXPRESS FSC  
Payment Type Payment Number  
Check

Payable Number: Description  
30932369 ACCT#369-600-568-7, FUEL PURCHASES

Vendor Number Vendor Filed As  
4213 XEROX CORPORATION  
Payment Type Payment Number  
Check

Payable Number: Description  
064126219 CUST#713718914, SEPT 2012  
064713151 CUST#713345767 - OCT 2012  
064713152 CUST#713345775 - OCT 2012  
064713153 CUST#713345783 - OCT 2012  
064713156 CUST#713718914 - OCT 2012  
064713159 CUST#715495016 - OCT 2012  
064713160 CUST#715495024 - OCT 2012  
064713161 CUST#715495032 - OCT 2012  
064713164 CUST#716774559 - OCTOBER 2013  
064713167 CUST#716774641- OCT 2012 - P O #55749

## APPKT01938 - CC PC POOL NOV 12, 2012

Total Vendor Amount  
1,558.50

Payment Date Payment Amount  
11/08/2012 1,558.50

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	1,123.50
10/23/2012	10/23/2012	435.00

Total Vendor Amount  
175.00

Payment Date Payment Amount  
11/08/2012 175.00

Payable Date	Due Date	Payable Amount
11/04/2012	11/04/2012	175.00

Total Vendor Amount  
309.54

Payment Date Payment Amount  
11/08/2012 309.54

Payable Date	Due Date	Payable Amount
11/04/2012	11/04/2012	309.54

Total Vendor Amount  
1,636.71

Payment Date Payment Amount  
11/08/2012 1,636.71

Payable Date	Due Date	Payable Amount
10/23/2012	10/23/2012	216.07
11/06/2012	11/06/2012	206.19
11/06/2012	11/06/2012	206.19
11/06/2012	11/06/2012	204.67
11/06/2012	11/06/2012	216.07
11/09/2012	11/09/2012	218.11
11/09/2012	11/09/2012	35.04
11/09/2012	11/09/2012	39.47
11/06/2012	11/06/2012	169.05
11/09/2012	11/09/2012	125.85

## Payment Register

APPKT01952 - CHILDWELFARE NOVEMBER 12, 2012  
CHILDWELFARE - CHILDWELFARE

Panola County, Texas

Bank: PANOLA COUNTY POOL - PANOLA COUNTY POOLED CASH

				Total Vendor Amount	
Vendor Number	Vendor Name			50.00	
01537	ASSESSMENT CENTER OF TARRANT CO.				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	30.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012IW	JOHNATHAN WAKELAND NOV. MTHLY ALLOW	11/09/2012	11/09/2012	30.00	
			11/09/2012	20.00	
Check		Payable Date	Due Date	Payable Amount	
Payable Number:	Description	11/09/2012	11/09/2012	20.00	
112012MS	MELISSA STANELY NOV MTHLY ALLOW	11/09/2012	11/09/2012	20.00	
				Total Vendor Amount	
				105.00	
Vendor Number	Vendor Name				
01460	CRAIG DIXON				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	105.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012BL	BRAYDEN L. NOV MTHLY ALLOW	11/09/2012	11/09/2012	30.00	
112012TP	THANKSGIVING DINNER	11/09/2012	11/09/2012	75.00	
				Total Vendor Amount	
				105.00	
Vendor Number	Vendor Name				
01118	DEBORAH MOORE				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	105.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012CM	CLAUDIA M. NOV MTHLY ALLOW	11/09/2012	11/09/2012	30.00	
112012TP	THANKSGIVING DINNER	11/09/2012	11/09/2012	75.00	
				Total Vendor Amount	
				95.00	
Vendor Number	Vendor Name				
01324	DONALD & JULIE GREENLEE				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	95.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012AC	ADRIAN C. NOV MTHLY ALLOW	11/09/2012	11/09/2012	20.00	
112012TD	THANKSGIVING DINNER	11/09/2012	11/09/2012	75.00	
				Total Vendor Amount	
				170.00	
Vendor Number	Vendor Name				
01195	HYACINTH & RANDY HOLT				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	170.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012IC	RYANNA C. NOV MTHLY ALLOW	11/09/2012	11/09/2012	20.00	
112012CBG	RYANNA C. B-DAY GIFT	11/09/2012	11/09/2012	25.00	
112012MM	MASSIAH M. NOV MTHLY ALLOW	11/09/2012	11/09/2012	20.00	
112012TD	THANKSGIVING MONEY	11/09/2012	11/09/2012	75.00	
112012YW	YEZIANNA W. NOV MTHLY ALLOW	11/09/2012	11/09/2012	30.00	
				Total Vendor Amount	
				45.00	
Vendor Number	Vendor Name				
3961	JAMES EVANS				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/09/2012	45.00	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
112012IE	NOV MTHLY ALLOW	11/09/2012	11/09/2012	45.00	



## Payment Register

Vendor Number Vendor Name  
1504 JAMES SEYMOUR

Payment Type Payment Number

Check

Payable Number:

112012KE

112012TD

Description

KEITH E. NOV MTHLY ALLOW  
THANKSGIVING DINNER

Vendor Number Vendor Name  
01527 MARTHA COYLE

Payment Type Payment Number

Check

Payable Number:

112012AB

112012BS

112012TD

Description

ALIYA B. NOV MTHLY ALLOW  
BRAYDEN S. NOV MTHLY ALLOW  
THANKSGIVING DINNER

Vendor Number Vendor Name  
01538 MONICA JORDAN

Payment Type Payment Number

Check

Payable Number:

112012

112012TD

Description

NOVEMBER ALLOWANCE  
THANKSGIVING DINNER

Vendor Number Vendor Name  
01196 PATRICIA & JENO BRAGER

Payment Type Payment Number

Check

Payable Number:

112012AC

112012TD

Description

AUGAH C. NOV MTHLY ALLOW  
THANKSGIVING DINNER

Vendor Number Vendor Name  
3594 PAULA PARKER

Payment Type Payment Number

Check

Payable Number:

112012AM

112012TD

Description

ANIYAH M. NOV MTHLY ALLOW  
THANKSGIVING DINNER

Vendor Number Vendor Name  
01325 TAMMY & JOHN DEARING

Payment Type Payment Number

Check

Payable Number:

112012BS

112012DS

112012NS

112012TD

Description

BRANDON S. NOV MTHLY ALLOW  
DANIEL S. NOV MTHLY ALLOW  
NATALIE S. NOV MTHLY ALLOW  
THANKSGIVING DINNER

Vendor Number Vendor Name  
01461 TEWANNA HENSARLING

Payment Type Payment Number

Check

Payable Number:

112012SM

112012TD

Description

SAM M. NOV MTHLY ALLOW  
THANKSGIVING DINNER

## APPKT01952 - CHILDWELFARE NOVEMBER 12, 2012

Total Vendor Amount

120.00

Payment Date Payment Amount

11/09/2012

120.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

45.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

115.00

Payment Date Payment Amount

11/09/2012

115.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

20.00

11/09/2012 11/09/2012

20.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

120.00

Payment Date Payment Amount

11/09/2012

120.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

45.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

105.00

Payment Date Payment Amount

11/09/2012

105.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

105.00

Payment Date Payment Amount

11/09/2012

105.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

165.00

Payment Date Payment Amount

11/09/2012

165.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

75.00

Total Vendor Amount

105.00

Payment Date Payment Amount

11/09/2012

105.00

Payable Date Due Date Payable Amount

11/09/2012 11/09/2012

30.00

11/09/2012 11/09/2012

75.00

Payment Register

Vendor Number Vendor Name  
 01510 TOMMIE SMITH  
 Payment Type Payment Number

Check  
 Payable Number: Description  
 112012CM CHRISTOPHER M. NOV MTHLY ALLOW  
 112012TD THANKSGIVING DINNER

Payment Date		Payment Amount
11/09/2012		105.00
Payable Date	Due Date	Payable Amount
11/09/2012	11/09/2012	30.00
11/09/2012	11/09/2012	75.00

Vendor Number Vendor Name  
 2506 WALMART COMM PCCPS  
 Payment Type Payment Number

Check  
 Payable Number: Description  
 00245S HI BACK BOOSTER

Payment Date		Payment Amount
11/09/2012		39.98
Payable Date	Due Date	Payable Amount
11/09/2012	11/09/2012	39.98



Panola County, Texas

## Payment Register

APPKT01943 - NOVEMBER 12, 2012 CC - JS

01 - Vendor Set 01

Bank: PANOLA COUNTY POOL - PANOLA COUNTY POOLED CASH

Vendor Number Vendor Filed As  
2931 123RD JUDICIAL DIST. ADULT DRUG COURT PROGRAM

Payment Type Payment Number

Check

Payable Number:  
53153Description  
DRUG COURT REIMBURSEMENT DEPOSITED INCORRECTLYPayable Date  
10/22/2012Due Date  
10/22/2012Payable Amount  
431.65Total Vendor Amount  
431.66Payment Date  
11/08/2012Payment Amount  
431.66

Bank: PROBATION DEPT POOL - PROBATION DEPARTMENTS POOLED CASH

Vendor Number Vendor Filed As  
3433 AMES COUNSELING AND FAMILY SERVICES

Payment Type Payment Number

Check

Payable Number:  
102112LS  
102112PC  
102812  
110412  
110412PCDescription  
10-16-12 LIFE SKILLS/BEHAVIOR MODIFICATION PROGRAM  
10-16-12 PARENT /CHILD CONFLICT RESOLUTION PROGRAM  
10-23-12 LIFE SKILLS/BEHAVIOR MODIFICATION  
10-30-12 LIFE SKILLS BEHAVIOR MODIFICATION  
10-30-12 PARENT/CHILD CONFLICT RESOLUTIONPayable Date  
11/07/2012  
11/07/2012  
11/07/2012  
11/07/2012  
11/07/2012Due Date  
11/07/2012  
11/07/2012  
11/07/2012  
11/07/2012  
11/07/2012Payable Amount  
85.00  
95.00  
85.00  
85.00  
95.00Total Vendor Amount  
445.00Payment Date  
11/08/2012Payment Amount  
445.00Vendor Number Vendor Filed As  
1338 BUSINESS CARD

Payment Type Payment Number

Check

Payable Number:  
4036478552720300-1012Description  
4036478552720300; SEPT 26,2012 THRU OCT 25, 2012Payable Date  
11/07/2012Due Date  
11/07/2012Payable Amount  
36.34Payment Date  
11/08/2012Payment Amount  
36.34Vendor Number Vendor Filed As  
0412 FIRMIN'S OFFICE CITY, INC.

Payment Type Payment Number

Check

Payable Number:  
46896  
47107Description  
HEW INK CARTRIDGES  
1000 CUSTOM LETTERHEADPayable Date  
11/07/2012  
11/07/2012Due Date  
11/07/2012  
11/07/2012Payable Amount  
441.88  
124.95Total Vendor Amount  
566.83Payment Date  
11/08/2012Payment Amount  
566.83Vendor Number Vendor Filed As  
2095 GRAYSON COUNTY DEPT OF JUVENILE SERVICES

Payment Type Payment Number

Check

Payable Number:  
5337Description  
GARCIA, RYAN 10/1/12 THRU 10/31/12Payable Date  
11/07/2012Due Date  
11/07/2012Payable Amount  
3,038.00Payment Date  
11/08/2012Payment Amount  
3,038.00Total Vendor Amount  
1,300.28Vendor Number Vendor Filed As  
4074 PANOLA COUNTY

Payment Type Payment Number

Check

Payable Number:  
53112Description  
53112;SEPT 2012 HOT CHECK FEES DEP. INCORRECT FUNDPayable Date  
10/10/2012Due Date  
10/10/2012Payable Amount  
1,300.28Payment Date  
11/08/2012Payment Amount  
1,300.28

## Payment Register

Vendor Number	Vendor Filed As				Total Vendor Amount
1390	SC FUELS				11.66
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	11.66	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
2064020JUVF	FUEL OCTOBER 2012	11/07/2012	11/07/2012	11.66	
					Total Vendor Amount
					452.94
Vendor Number	Vendor Filed As				
2441	SHELBY COUNTY TREASURER				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	452.94	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
102012	KEVIN WINDHAM OCT 2012	11/08/2012	11/08/2012	452.94	
					Total Vendor Amount
					3.85
Vendor Number	Vendor Filed As				
4036	TX DEPARTMENT OF INFORMATION RESOURCES				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	3.85	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
13090821N-P	PH22000-LONG DISTANCE FOR SEPTEMBER 2012	11/08/2012	11/08/2012	3.85	
					Total Vendor Amount
					182.59
Vendor Number	Vendor Filed As				
3874	VERIZON WIRELESS				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	182.59	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
6797785429	713087050-00001; OCTOBER 2012	11/07/2012	11/07/2012	182.59	
					Total Vendor Amount
					137.80
Vendor Number	Vendor Filed As				
4213	XEROX CORPORATION				
Payment Type	Payment Number		Payment Date	Payment Amount	
Check			11/08/2012	137.80	
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
064713150	BASE CHARGE OCTOBER 2012	11/08/2012	11/08/2012	137.80	



Panola County, Texas

## Payment Register

APPKT01940 - NOVEMBER INSURANCE

01 - Vendor Set 01

Bank: PANOLA COUNTY POOL - PANOLA COUNTY POOLED CASH

Vendor Number Vendor Filed As  
1310 AFLACPayment Type Payment Number  
Check

Payable Number:	Description
INV0020391	ACCT. NO. ETQ85
INV0020392	ACCT. NO. ETQ85
INV0020710	ACCT. NO. ETQ85
INV0020711	ACCT. NO. ETQ85

Total Vendor Amount	
Payment Date	Payment Amount
11/08/2012	2,431.74
Payable Date	Due Date
09/26/2012	09/26/2012
09/26/2012	09/26/2012
10/10/2012	10/10/2012
10/10/2012	10/10/2012

Vendor Number Vendor Filed As  
3032 AMERICAN GENERAL LIFE & ACCIDENT INSURANCEPayment Type Payment Number  
Check

Payable Number:	Description
INV0021097	G38234
INV0021098	G38234
INV0021373	G38234
INV0021374	G38234

Total Vendor Amount	
Payment Date	Payment Amount
11/08/2012	333.92
Payable Date	Due Date
10/24/2012	10/24/2012
10/24/2012	10/24/2012
11/07/2012	11/07/2012
11/07/2012	11/07/2012

Vendor Number Vendor Filed As  
1017 ASSURANT EMPLOYEE BENEFITSPayment Type Payment Number  
Check

Payable Number:	Description
5451932:11-DH	NOVEMBER COBRA DENTAL DON HILLJN
INV0021103	GROUP # 0517771082-00001
INV0021104	GROUP # 0517771082-00001
INV0021379	GROUP # 0517771082-00001
INV0021380	GROUP # 0517771082-00001

Total Vendor Amount	
Payment Date	Payment Amount
11/08/2012	1,513.16
Payable Date	Due Date
11/08/2012	11/08/2012
10/24/2012	10/24/2012
10/24/2012	10/24/2012
11/07/2012	11/07/2012
11/07/2012	11/07/2012

Vendor Number Vendor Filed As  
1373 CENTRAL UNITED LIFE INSURANCEPayment Type Payment Number  
Check

Payable Number:	Description
INV0021101	GROUP #1844
INV0021377	GROUP #1844

Total Vendor Amount	
Payment Date	Payment Amount
11/08/2012	178.42
Payable Date	Due Date
10/24/2012	10/24/2012
11/07/2012	11/07/2012

Vendor Number Vendor Filed As  
1941 TAC HEBPPayment Type Payment Number  
Check

Payable Number:	Description
CM0000483	GROUP #62946
INV0021105	GROUP #62946
INV0021106	GROUP # 62946
INV0021381	GROUP # 62946
INV0021382	GROUP #62946
INV0021383	GROUP #62946
INV0021384	GROUP #62946

Total Vendor Amount	
Payment Date	Payment Amount
11/08/2012	150,841.55
Payable Date	Due Date
11/07/2012	11/07/2012
10/24/2012	10/24/2012
10/24/2012	10/24/2012
11/07/2012	11/07/2012
11/07/2012	11/07/2012
11/07/2012	11/07/2012
11/07/2012	11/07/2012

## Payment Register

Vendor Number Vendor Filed As  
01218 WASHINGTON NATIONAL

Payment Type Payment Number

Check

Payable Number: Description  
INV0021112 GROUP #HY1  
INV0021390 GROUP #HY1

Payment Date	Payment Amount	
11/08/2012	28.36	
Payable Date	Due Date	Payable Amount
10/24/2012	10/24/2012	14.18
11/07/2012	11/07/2012	14.18

Total Vendor Amount  
1,015.80Vendor Number Vendor Filed As  
01217 WASHINGTON NATIONAL INS. CO.

Payment Type Payment Number

Check

Payable Number: Description  
INV0021113 GROUP 46986; W0000000428  
INV0021114 GROUP 46986; W0000000428  
INV0021391 GROUP 46986; W0000000428  
INV0021392 GROUP 46986; W0000000428

Payment Date	Payment Amount	
11/08/2012	1,015.80	
Payable Date	Due Date	Payable Amount
10/24/2012	10/24/2012	466.36
10/24/2012	10/24/2012	41.54
11/07/2012	11/07/2012	466.36
11/07/2012	11/07/2012	41.54

Bank: PROBATION DEPT POOL - PROBATION DEPARTMENTS POOLED CASH

Vendor Number Vendor Filed As  
1310 AFLAC

Payment Type Payment Number

Check

Payable Number: Description  
INV0020416 ACCT. NO. ETQ85  
INV0020417 ACCT. NO. ETQ85  
INV0020739 ACCT. NO. ETQ85  
INV0020740 ACCT. NO. ETQ85

Payment Date	Payment Amount	
11/08/2012	50.66	
Payable Date	Due Date	Payable Amount
09/26/2012	09/26/2012	7.65
09/26/2012	09/26/2012	17.68
10/10/2012	10/10/2012	7.65
10/10/2012	10/10/2012	17.68

Total Vendor Amount  
1,615.84Vendor Number Vendor Filed As  
3582 PANOLA COUNTY RETIREE HEALTH

Payment Type Payment Number

Check

Payable Number: Description  
NOV2012 RETREE GROUP MEDICAL REIMBURSEMENT NOV PROB RET

Payment Date	Payment Amount	
11/08/2012	1,615.84	
Payable Date	Due Date	Payable Amount
11/08/2012	11/08/2012	1,615.84

Total Vendor Amount  
2,628.51Vendor Number Vendor Filed As  
1941 TAC HEBP

Payment Type Payment Number

Check

Payable Number: Description  
INV0021087 GROUP# 62946  
INV0021403 GROUP# 62946  
INV0021404 GROUP #62946

Payment Date	Payment Amount	
11/08/2012	2,628.51	
Payable Date	Due Date	Payable Amount
10/24/2012	10/24/2012	98.40
11/07/2012	11/07/2012	98.40
11/07/2012	11/07/2012	2,431.71

Bank: RETRUST - RETIREE HEALTH BENEFIT TRUST

Vendor Number Vendor Filed As  
1941 TAC HEBP

Payment Type Payment Number

Check

Payable Number: Description  
62946-11RET 62946; NOVEMBER RETIREE MEDICAL INSURANCE

Payment Date	Payment Amount	
11/08/2012	56,519.42	
Payable Date	Due Date	Payable Amount
11/08/2012	11/08/2012	56,519.42

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

9:00 A.M., MONDAY, NOVEMBER 12, 2012

MARK ENVELOPES

"ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK"

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 Maintenance Superintendent Fred Hightower at (903) 693-0318.

  
Signature

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**ELECTRICAL REPAIRS, MAINTENANCE AND INSTALLATION WORK**

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, November 12, 2012

Mark Envelopes:

**"ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK"**

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

  
Signature



**INVITATION TO BID**  
**INSTRUCTIONS/TERMS OF CONTRACT**

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2013.

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

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

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

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

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

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

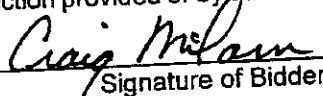
**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

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

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

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

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part

  
Signature of Bidder

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

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

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

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

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

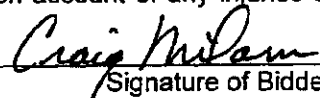
1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible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

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

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

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

**SUCCESSFUL BIDDER SHALL** defend, indemnify, and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages

  
Signature of Bidder

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.

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

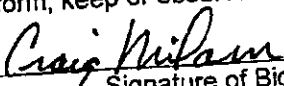
TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately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

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

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

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

In the event the successful bidder shall fail to perform, keep or observe any of the terms

  
Signature of Bidder

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

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

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

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

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

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

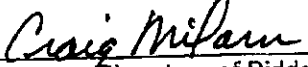
INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

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

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

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

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the

  
Signature of Bidder

proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

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

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower at (903) 693-0318.

  
Signature of Bidder

**BID FORM AND CONTRACT**  
**ELECTRICAL REPAIRS, MAINTENANCE**  
**AND INSTALLATION WORK**

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.

**ELECTRICAL SERVICES:**

**LABOR:**

Electrician (Per Hour Charge)	\$ <u>50.00</u>
Journeyman (Per Hour Charge)	\$ <u>40.00</u>
Helper (Per Hour Charge)	\$ <u>25.00</u>

**PARTS:**

Markup (%) above cost	<u>10%</u>
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Exceptions to specifications: NONE

**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.**

VOL. 81 PAGE 636

Craig Milam  
SIGNATURE  
1346 E Sabine  
ADDRESS  
903.693.4404  
TELEPHONE NUMBER

CRAIG ELECTRIC  
COMPANY NAME  
CARTHAGE TEXAS 75633  
CITY STATE ZIP  
10.15.2012  
DATE

ACCEPTED:

David L. Anderson  
COUNTY JUDGE

11-12-12  
DATE

AMAZING GRANTS, INC.

Amazing Grants, Inc.  
P.O. Box 717  
104 E. Gilmer Street  
Big Sandy, TX 75755  
Phone: 903-636-5500  
Fax: 903-636-4276  
Email:  
marykay@amazinggrants.com



October 30, 2012

The Honorable David L. Anderson, County Judge  
Panola County  
110 S. Sycamore Room 216 A  
Carthage, TX 75633

RE: Gary WSC STEP Project #712016

Dear Judge Anderson:

Enclosed are two signed copies of my grant management agreement for the Texas Community Development Block Grant Program.

The contract includes the standard TxCDBG format and contains all provisions required by the Texas Community Development Block Grant Program. Please have the County Attorney review the contract. My fee will be paid with grant funds.

Thank you for your support of this project. I look forward to working with you and the County. Please do not hesitate to contact me should there be any questions.

Sincerely,

Mary Kay Thomas  
President

encs.



PART I

PROFESSIONAL MANAGEMENT AGREEMENT

This AGREEMENT, entered into this 12<sup>th</sup> day of November, 2012 by and between **County of Panola**, hereinafter called the "Locality", acting here by David L. Anderson, County Judge, hereunto duly authorized, and Amazing Grants, Inc. hereinafter called "Consultant", acting herein by Mary Kay Thomas, President.

<b>Locality:</b>	<b>County of Panola 110 S. Sycamore Room 216 A Carthage, TX 75633</b>
<b>Consultant:</b>	<b>Amazing Grants, Inc. Mary Kay Thomas P. O. Box 717 Big Sandy, TX 75755</b>
<b>Project:</b>	<b>Small Towns Environment Program 2012 STEP Contract #712016 Office of Rural Affairs Texas Department of Agriculture</b>

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Gary Water Supply Corporation under the general direction of the Texas Community Development Block Grant Program; and whereas the Locality desires to engage a Consultant to render certain services in connection with its project. NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence upon execution of this contract by the County Judge, Panola County. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's TxCDBG contract.

3. Access to Information

It is agreed that all information, data, reports and records and maps as existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Twenty One Thousand Five Hundred and no/100 Dollars (\$21,500.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract and will be paid with TxCDBG funds.

5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Panola County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.

Locality:

COUNTY OF PANOLA

Consultant:

AMAZING GRANTS, INC.

By: David L. Anderson  
David L. Anderson, County Judge

By: Mary Kay Thomas  
Mary Kay Thomas, President

Attest:

By: Clara Jones  
Clara Jones, County Clerk



## PART II

## PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project.
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA.
7. Prepare and submit to Department documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Recipient Disclosure Report form for Locality signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)

13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA or HUD.

**B. Financial Management**

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Depository/Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TxCDBG program income.

**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

**D. Acquisition**

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.

4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

E. Project Administration During Construction

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically carry out TxCDBG contract activities.
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TxCDBG contract documents to engineer.
7. Provide sample advertisement for bids to engineer.
8. Make ten-day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Start of Construction Notification to Department.

14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation (If applicable to the project)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property (If applicable)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.

4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractors).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

J. Additional STEP Services

1. Prepare materials for documentation for tracking volunteer's participation, time, activities, and benefit to the project.
2. Assist the Locality with any additional documentation required for STEP projects.
3. Maintain picture account of project.



## PART III

## PAYMENT SCHEDULE

## PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones Twenty One Thousand Five Hundred and no/100 dollars (\$21,500.00) per the following percentages of the maximum contract amount:

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20%
2. Completion of Environmental Clearance	20%
3. Completion of all Acquisition Activities	10%
4. Construction and Volunteer Coordination	40%
5. Filing of all Required Close-out Information	5%
6. Programmatic Closure	5%
Total	100%

Fee Schedule

1. Milestone #1	\$ 4,300.00
2. Milestone #2	\$ 4,300.00
3. Milestone #3	\$ 2,150.00
4. Milestone #4	\$ 8,600.00
5. Milestone #5	\$ 1,075.00
6. Milestone #6	\$ 1,075.00

Total \$21,500.00

## PART IV

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The firm represents that she has, or will secure at her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality.
6. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include,

but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.

c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

a. No Person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunity

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no

contractual or other disability which would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.



## HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 [www.hayesengineering.net](http://www.hayesengineering.net)  
2126 ALPINE ST. LONGVIEW, TX 75601-3401  
V 903.758.2010 F 903.758.2099

October 29, 2012

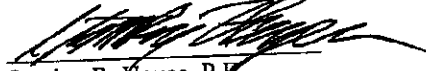
Ms. Lee Ann Jones, Administrative Assistant to the Judge  
Panola County Courthouse  
110 South Sycamore, Rm. 2216A  
Carthage, TX 75633

RE: STEP Water System Improvements for Gary WSC  
Panola County. # 712016

Dear Ms. Jones:

Please find enclosed for the November 12, 2012 Commissioner's Court meeting two originals of the Professional Engineering Services Agreement to be executed for the referenced project. Once signed, keep one contract for your files and return one contract to our office. We look forward to working with Panola County and Gary WSC on this project.

Sincerely,  
HAYES ENGINEERING, INC.

  
Stanley R. Hayes, P.E.  
Principal

SRH/sbc

cc: Mary Kay Thomas, Amazing Grants  
Gary WSC

## PART I

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This AGREEMENT, entered into this 12th day of November, 2012, by and between the County of Panola hereinafter called the "Locality", acting here by David L. Anderson, County Judge, hereunto duly authorized, and Hayes Engineering, Inc., hereinafter called "Firm", acting herein by Stanley R. Hayes, P.E., Principal.

**Locality: Panola County**  
**110 South Sycamore, Rm. 2216A**  
**Carthage, TX 75633**

**Firm: Hayes Engineering, Inc.**  
**2126 Alpine St.**  
**Longview, TX 75601**

**Project: 2012 Small Towns Environment Program (STEP)**  
**Contract No. 712016**  
**Gary Water Supply Corporation**  
**Texas Department of Agriculture (TDA)**  
**Office of Rural Affairs (ORA)**

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Gary Water Supply Corporation under the general direction of the Texas Community Development Block Grant Program; and Whereas the Locality desires to engage an engineer to render certain services in connection with its project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence upon execution of this contract by the County Judge. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's ORA contract.



3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Engineer by the Locality and its agencies. No charge will be made to Engineer for such information and the Locality and its agencies will cooperate with Engineer in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Thirty Three Thousand Five Hundred and NO/100 Dollars (\$33,500.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract and will be paid with STEP funds.

5. Indemnification

Engineer shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Panola County, Texas**.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party ay be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.

Locality:

COUNTY OF PANOLA, TEXAS

Firm:

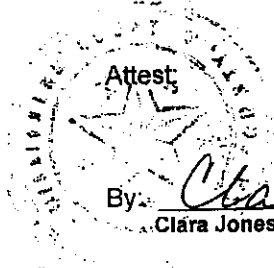
HAYES ENGINEERING, INC.

By: David L. Anderson  
David L. Anderson, County Judge

By: Stanley R. Hayes  
Stanley R. Hayes, P.E., Principal

Date: 11-12-12

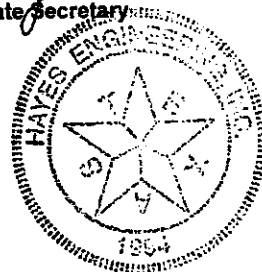
Date: 11-12-2012



Attest:  
By: Clara Jones  
Clara Jones, County Clerk

Attest:

By: Sharon Cooley  
Sharon Cooley, Corporate Secretary



PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the STEP project and, if applicable, furnish to the Locality:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study, if applicable, and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations.
6. Furnish the Locality copies of the preliminary report, if applicable (additional copies will be furnished to the Locality at direct cost of reproduction);
7. Furnish the Locality a written monthly status report at least seven (7) days prior to the regularly scheduled commissioner's court meeting until the project is closed by the TDA's ORA.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids.
10. Notify grant administrator to make 10-day call to confirm prevailing wage decision issued by TDA's ORA.
11. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.

16. Issue Start of Construction Notice to TDA's ORA and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have TDA's ORA approval.
20. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the Locality during construction; issue to contractors all instructions requested by the Locality; and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to TDA's ORA for approval prior to execution by Locality.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 5% retainage is withheld from all payments on construction contracts until final acceptance by the Locality and approval by TDA's ORA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate.
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "as built" plans.
29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be

provided to the owner in written form.

#### SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDRA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as maybe appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
  - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - (in excess of \$2,000) - Davis-Bacon Act
  - (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
  - a provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.

• Title VI of the Civil Rights Act of 1964

8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDA's ORA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

## PART III

## PAYMENT SCHEDULE

## PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse Firm a total of **Twenty Seven Thousand and NO/100 Dollars (\$27,000.00)** for **Basic Engineering Services** provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>	<u>Amount</u>
1. Approval of Preliminary Engineering Plans and Specifications	45%	\$12,150
2. Approval of Plans and Specifications by Regulatory Agency(ies)	40%	\$10,800
3. Construction Phase Engineering Services	5%	\$1,350
4. Completion of Final Closeout Assessment and submittal of "As Builts"	5%	\$1,350
5. Completion of final inspection and acceptance by the Locality	5%	<u>\$1,350</u>
Total	100%	\$27,000

**Special Services**

The fee for all Special Services shall not exceed a total of **Six Thousand Five Hundred and NO/100 Dollars (\$6,500.00)**. The payment for these **Special Services** shall be a lump sum per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of **Four Thousand and NO/100 Dollars (\$4,000.00)**.
2. The Engineer shall be paid upon completion of CCN revision, if applicable, the sum of **Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00)**.
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

## TERMS AND CONDITIONS

## PROFESSIONAL ENGINEERING SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.



- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality.
6. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include,

but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No Person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunity
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no

contractual or other disability which would prevent them from complying with these requirements.

- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the

rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY COMMISSIONER'S COURT OF THE COUNTY OF PANOLA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG), STEP CONTRACT #712016.

WHEREAS, the County of Panola, Texas has received a 2012 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Panola, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

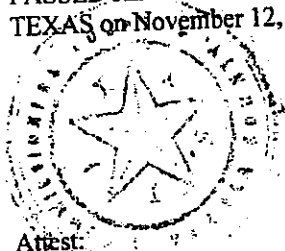
- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF PANOLA, TEXAS, AS FOLLOWS:

The County Judge be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2012 Texas Community Development Block Grant Program.

The County Judge and County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2012 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY COMMISSIONERS COURT OF THE COUNTY OF PANOLA, TEXAS on November 12, 2012.



Attest:

*Clara Jones*  
Clara Jones, County Clerk


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

**A202**

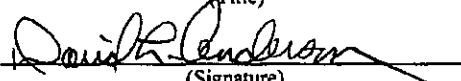
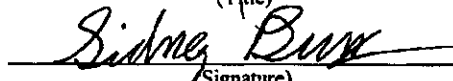
**Depository/Authorized Signatories Designation Form**  
**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Grant Recipient: Panola CountyTxCDBG Contract No. 712016

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

David L. Anderson	
(Name)	(Name)
County Judge	
(Title)	(Title)
	
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

David L. Anderson	Sidney Burns
(Name)	(Name)
County Judge	County Auditor
(Title)	(Title)
	
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

**A600****TxCDBG Initial Acquisition Report**

*This form must be submitted prior to release of any contract funds. Check appropriate boxes.  
This form must be resubmitted if the need for additional acquisition not previously reported is required.*

Grant Recipient: Panola County TxCDBG Contract 712016 Region: ETCOG

- 1) Is acquisition of real property (including acquisitions already completed) required to complete the project described in the TxCDBG contract Performance Statement? (Answer A or B)

☒ A. No acquisition activity is required.

- ☐ All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

*STOP. Sign and date below and submit to TDA.*

☐ B. Yes, acquisition activity is required. (Check appropriate boxes)

- ☐ Acquisition of right of way easements is required.  
☐ Acquisition of real property for the project site is required.  
☐ Funds are budgeted for the acquisition activity.  
☐ Acquisition has been completed and supporting documentation has been submitted.

**Note:** If acquisition was not completed prior to submitting the application or other formal action to pursue TxCDBG funding, the Grant Recipient **MUST** obtain environmental clearance before executing acquisition activities or obligating funds for acquisition related to the TxCDBG project.

- 2) Does this locality have the authority to exercise Eminent Domain? (Answer A or B)

☐ A. No, this locality does NOT have the authority to exercise Eminent Domain. The Acquisition Activity will be **VOLUNTARY**.

- ☐ The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed **IN WRITING** of the just compensation value of the property.

*STOP. Sign and date below and submit to TDA.*

☐ B. Yes, this locality DOES have authority to exercise Eminent Domain and the acquisition meets the following criteria: (Check appropriate boxes)

- ☐ No specific site needs to be acquired.  
☐ Property to be acquired is NOT part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

- ☐ The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed in writing.

If any of the above three boxes are checked, this acquisition is considered **VOLUNTARY**.

**STOP.** Sign and date below and submit to TDA.

If none of the above three boxes are checked, this acquisition is **INVOLUNTARY**.  
(Continue below and on next page)

- \* The locality will inform the owner **IN WRITING** of the just compensation value of the property.

- ☐ C. Yes, this locality DOES have authority to exercise Eminent Domain and the acquisition does NOT meet the criteria for voluntary acquisition.

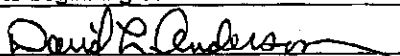
Description of real property to be acquired and justification for involuntary acquisition:

--

**STOP.** Sign and date below and submit this form, along with a project map, to TDA for approval.

No involuntary acquisition activity may commence until TDA Approval is obtained.

I certify that the above information is correct. All acquisition activity for this project will comply with TxDBG Project Implementation Manual program requirements and will be completed prior to beginning construction.

Signature		Date	11/12/12
Printed Name	David L. Anderson	Title	County Judge

- ☐ TDA Approval for Involuntary Acquisition Activity is granted.

Signature of Acquisition Specialist		Date	
-------------------------------------	--	------	--

(NOTICE: Pursuant to SB 18 of the 82<sup>nd</sup> legislature, localities with the authority to exercise Eminent Domain are required to notify the Comptroller of Public Accounts in writing detailing this authority not later than December 31, 2012.)



**Appointment of Labor Standards Officer**  
(Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov))**A701**Grant Recipient: Panola County Contract No: 712016I, David L. Anderson hereby appoint Mary Kay Thomas  
(County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7** of the **TxCDBG Project Implementation Manual**.

Appointed Labor Standards Officer Name:	Mary Kay Thomas			
Address:	P.O. Box 717			
City:	Big Sandy	State:	TX	Zip: 75755
Telephone Number:	(903) 636-5500	Fax Number:	(903) 636-4276	
Email Address:	marykay@amazinggrants.com			

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Mary Kay Thomas Date: 11/12/12  
(Labor Standards Officer)Appointed by: David L. Anderson Title: County Judge  
(County Judge)Signature: David L. Anderson Date: 11/12/12  
(David L. Anderson, County Judge)

# **PANOLA COUNTY COURTHOUSE HOLIDAYS FOR 2013**

January 1	Tuesday	New Year's Day	8 Hours
January 21	Monday	Martin Luther King, Jr. Day	8 Hours
February 18	Monday	Presidents' Day	8 Hours
March 29	Friday	Good Friday	8 Hours
May 27	Monday	Memorial Day	8 Hours
July 4	Thursday	Independence Day	8 Hours
September 2	Monday	Labor Day	8 Hours
November 11	Monday	Veterans Day	8 Hours
November 27	Wednesday	Thanksgiving	8 Hours
November 28	Thursday		8 Hours
November 29	Friday		8 Hours
December 24	Tuesday	Christmas	8 Hours
December 25	Wednesday		8 Hours
December 26	Thursday		8 Hours

**TOTAL HOLIDAY HOURS**

**112 Hours**

**ADOPTED** unanimously by the Commissioners' Court of Panola County in Regular Session held on November 12, 2012.

  
David L. Anderson, County Judge

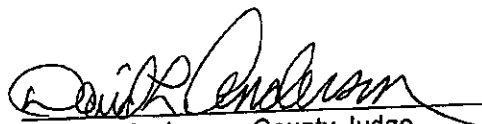
**PANOLA COUNTY ROAD & BRIDGE DEPARTMENT  
HOLIDAYS FOR 2013**

January 1	Tuesday	New Year's Day	10 Hours
January 21	Monday	Martin Luther King, Jr., Day	10 Hours
February 18	Monday	Presidents' Day	10 Hours
March 28	Thursday	Good Friday	10 Hours
May 27	Monday	Memorial Day	10 Hours
July 4	Thursday	Independence Day	10 Hours
September 2	Monday	Labor Day	10 Hours
November 27	Wednesday	Thanksgiving	10 Hours
November 28	Thursday		10 Hours
December 24	Tuesday	Christmas	10 Hours
December 25	Wednesday		10 Hours
December 26	Thursday		<u>10 Hours</u>

**TOTAL HOLIDAY HOURS**

**120 Hours**

**ADOPTED** unanimously by the Commissioners' Court of Panola County in  
Regular Session held on November 12, 2011.

  
David L. Anderson, County Judge

**ORDER #2012-15**

**WHEREAS**, it is necessary from time to time for the Panola County Sheriff's Department to secure medical treatment for various offenders housed in the Panola County Detention Center; and

**WHEREAS**, it is also necessary from time to time for Panola County to pay for health care services received by indigent Panola County residents who qualify; and

**WHEREAS**, pursuant to Texas Local Government Code, Section 262.024(a)(4), the Commissioners' Court of Panola County, Texas may grant an exemption from the requirements of competitive bidding if such above described services are of a professional nature; and

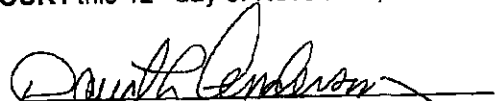
**WHEREAS**, pursuant to Texas Local Government Code, Section 262.024(a)(2), the Commissioners' Court of Panola County, Texas may grant an exemption from the requirements of competitive bidding if such above described services are necessary to preserve or protect the public health or safety of the residents of the county; and


**WHEREAS**, the Commissioners' Court of Panola County, Texas finds that medical treatment provided by licensed medical doctors constitutes "professional services" pursuant to Texas Local Government Code, Section 262.024(a)(4) and, thus, should be exempt from competitive bidding; and


**WHEREAS**, the Commissioners' Court of Panola County, Texas further finds that prescription drug costs and other health care services for various offenders housed in the Panola County Detention Center and for indigent residents who qualify are necessary to preserve or protect the public health or safety of the residents of the county pursuant to Texas Local Government Code, Section 262.024(a)(2) and thus, should also be exempt from competitive bidding;

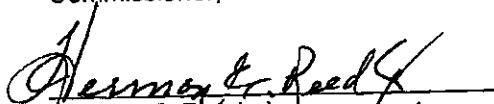
**NOW, THEREFORE**, it is hereby **ADJUDGED** and **DECREED** by the Commissioners' Court of Panola County, Texas that in accordance with the Texas Local Government Code, Section 262.024(a)(2) and (4) an exemption from competitive bidding is hereby claimed for medical treatment for various offenders housed in the Panola County Detention Center and for indigent health care services necessary to preserve or protect the public health or safety of the residents of the county for Fiscal Year 2013.

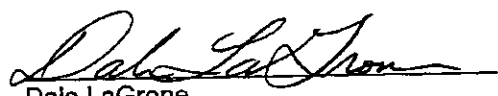
**ADOPTED AND PASSED IN OPEN COURT** this 12<sup>th</sup> day of November, 2012.

  
David L. Anderson, County Judge


  
Ronnie LaGrone  
Commissioner, Precinct 1

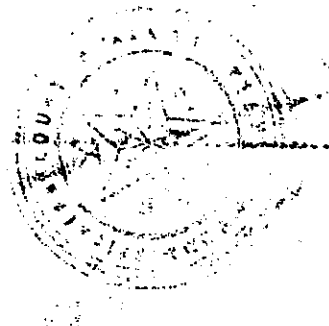
  
John Gradberg  
Commissioner, Precinct 2

  
Hermon E. Reed, Jr.  
Commissioner, Precinct 3

  
Dale LaGrone  
Commissioner, Precinct 4

**ATTEST:**

  
Clara Jones, County Clerk



TELEPHONE  
(903) 693-0391



FAX  
(903) 693-2726

COUNTY JUDGE  
**DAVID L. ANDERSON**  
PANOLA COUNTY COURTHOUSE  
CARTHAGE, TEXAS 75633

November 12, 2012

To the Honorable Commissioners' Court  
of Panola County, Texas

As County Judge of Panola County, I, David L. Anderson, pursuant to Section 262.024, Subsection (a)(7) and (c) hereby state for the record of this Court that there is currently only one source for electric power, gas, water and other utility services for county owned and/or leased facilities.

I am requesting that this statement be made a part of the minutes of the Regular Session of the Panola County Commissioners' Court held this date.

Sincerely,

A handwritten signature in cursive script that reads "David L. Anderson".

David L. Anderson  
County Judge

DLA:laj

**ORDER #2012-16**

**WHEREAS**, the Commissioners' Court of Panola County desires to purchase electric power, gas, water, and other utility services for all Panola County owned and/or leased facilities; and

**WHEREAS**, Article 262.024(a)(7)(c) V.T.C.A. grants discretionary exemptions from competitive bidding and competitive proposal requirements for "(7) an item that can be obtained from only one source, including: (c) electric power, gas, water, and other utility services; and


**WHEREAS**, Article 262.024(c) V.T.C.A. states "If an item exempted under Subsection (a)(7) is purchased, the Commissioners' Court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.";


**NOW, THEREFORE, IT IS ORDERED**, by the Panola County Commissioners' Court as follows:

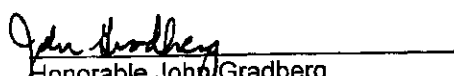
1. Purchases of electric power, gas, water, and other utility services for all county owned and/or leased facilities are exempt from the competitive bidding requirements of the Purchasing Act for Fiscal Year 2013; and
2. The County Judge shall sign a statement as to the existence of only one source and same shall be entered in the minutes of this Court.


**ADOPTED** in Open Court this 12<sup>th</sup> day of November, 2012.

  
County Judge David L. Anderson

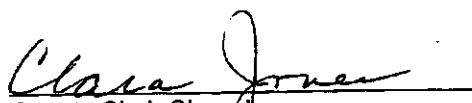
  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

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

  
Honorable John Gradberg  
Commissioner, Precinct Two

  
Honorable Dale LaGrone  
Commissioner, Precinct Four

**ATTEST:**

  
County Clerk Clara Jones



## ORDER 2012-17

**WHEREAS**, the Commissioners' Court of Panola County desires to purchase food for the Panola County Detention Center; and

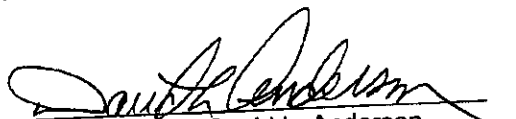
**WHEREAS**, Article 262.024(a)(8) V.T.C.A. grants discretionary exemptions from competitive bidding and competitive proposal requirements for an item of food; and

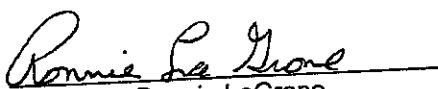
**WHEREAS**, Article 262.024(d) V.T.C.A. states that while food purchases are exempt from sealed competitive bidding requirements "Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the Commissioners' Court." This section further states that "Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the Commissioners' Court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the County Auditor.";

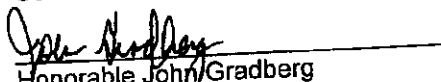
**NOW, THEREFORE, IT IS ORDERED**, by the Panola County Commissioners' Court as follows:

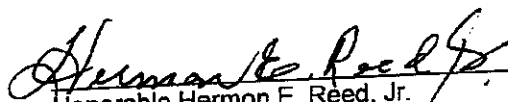
1. Purchases of food for the Panola County Detention Center are exempt from the competitive bidding requirements of the Purchasing Act for Fiscal Year 2013;
2. All food vendors who will supply food in Fiscal Year 2013 for the Panola County Detention Center are hereby exempted from competitive bidding requirements; and are ratified as approved vendors. The Commissioners' Court further approves the continuance of Fiscal Year 2012 vendors as selected by the Commissioners' Court and exempts them from competitive bidding requirements until a new exemption is claimed in the next fiscal year;
3. The Panola County Detention Center employee responsible for the purchase of food for the Panola County Detention Center shall solicit at least three bids by telephone or written quotation for all foods twice a year, same being October 1<sup>st</sup> and April 1<sup>st</sup> of each and every subsequent year;
4. Said bids or quotations shall be submitted to the Commissioners' Court for award of the food purchase to the responsible bidder who submits the lowest and best bid per food item;
5. The Sheriff is hereby authorized pursuant to Article 262.001 V.T.C.A. to purchase items for which vendors change prices more frequently than six months without prior Court's approval.
6. If after award, a vendor does not provide the volume or quality of food or the timeliness of delivery required, the authorized Detention Center employee(s) may purchase urgently needed replacement, special dietary or doctor recommended foods from the next lowest vendor with notation on purchaser orders of such action.

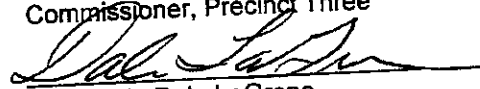
ADOPTED in Open Court this 12<sup>th</sup> day of November, 2012.

  
County Judge David L. Anderson

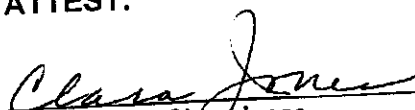
  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

  
Honorable John Gradberg  
Commissioner, Precinct Two

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

  
Honorable Dale LaGrone  
Commissioner, Precinct Four

ATTEST:

  
County Clerk Clara Jones



## ORDER #2012-18

VOL. 81 PAGE 677

### ORDER TO CLOSE PANOLA COUNTY ROAD #258-3

**BE IT REMEMBERED**, that the Commissioners' Court of Panola County, Texas met in Special Session on the 22<sup>nd</sup> day of October, 2012, after due notice of meeting had been posted in the form, manner, and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit. The following were present:

David L. Anderson, County Judge, Panola County, Texas  
Ronnie LaGrone, Commissioner of Precinct No. 1, Panola County, Texas  
John Gradberg, Commissioner of Precinct No. 2, Panola County, Texas  
Hermon E. Reed, Jr., Commissioner of Precinct No. 3, Panola County, Texas  
Dale LaGrone, Commissioner of Precinct No. 4, Panola County, Texas.

Pursuant to published Agenda of said meeting, Commissioner John Gradberg offered the following order and moved its adoption, which was seconded by Commissioner Ronnie LaGrone, to-wit:

**WHEREAS**, the Panola County Commissioners' Court, while meeting in Special Session on the 22<sup>nd</sup> day of October, 2012, voted to approve posting a petition to close Panola County Road #258-3.; and

**WHEREAS**, the petition was posted as prescribed by law and has been posted for at least 20 days prior to this Order being adopted; and

**WHEREAS**, the Panola County Commissioners' Court has determined that the interest of the public and affected landowners have been protected as it relates to the closing of Panola County Road #258-3; and

**WHEREAS**, after due discussion and no opposition to closing of said county road the Court does authorize the closing of said county road effective immediately; and

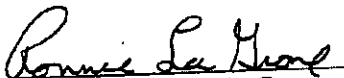


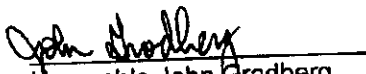
WHEREAS, pursuant to Section 251.058 of the Texas Transportation Code the County of Panola as Grantor shall convey to the center of said county road See attachment "A" (metes and bounds of property) to Bobby Tuttle and wife, Elizabeth Ann Tuttle (property owners) as grantees and by order of this court this order be entered into the deed records of the County Clerk's office of the County of Panola and shall serve as the official instrument of conveyance from the county as grantor to the property owner receiving conveyance as grantees of the abutting property.


NOW, THEREFORE, BE IT ORDERED, by the Commissioners' Court of Panola County, Texas, that Panola County Road #258-3 be closed and Panola County from this date will no longer maintain that portion of said road.

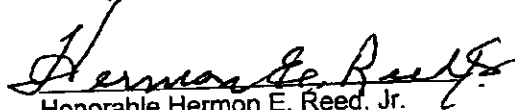
Upon vote, all voted "Aye" and none voted "No", and the County Judge declared the Order duly adopted. The above and foregoing is true and correct.

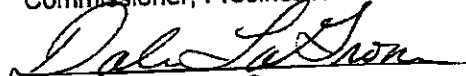
ADOPTED in Open Court this 12<sup>th</sup> day of November, 2012.

  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

  
Honorable John Gradberg  
Commissioner, Precinct Two

  
County Judge David L. Anderson

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

  
Honorable Dale LaGrone  
Commissioner, Precinct Four

ATTEST:

  
County Clerk Clara Jones



Doc 142946 Bk OR Vol 1515 Pg 552

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### GIFT DEED WITH LIFE ESTATE

Date: July 16, 2009

Grantor: BEAUFORD MARTIN a/k/a B. H. MARTIN and BEAUFORD H. MARTIN  
833 CR 258  
BECKVILLE, PANOLA COUNTY, TX 75631

Grantee: ELIZABETH ANN TUTTLE, as her separate property  
731 CR 258  
BECKVILLE, PANOLA COUNTY, TX 75631

Consideration: The love and affection I have for my daughter, ELIZABETH ANN TUTTLE

Property (including any improvements): All those certain 5 tracts of land in Panola County, Texas described as follows:

- ✓ Tract 1: All that certain 29.380 acre tract of land a part of the WESLEY GOODWIN SURVEY, A-221, Panola County, Texas and being further described in a *Cash Warranty Deed* dated August 6, 2003 from TXU Mining Company LP to B. H. Martin and filed of record in Volume 1193, Page 551 of the Deed Records of Panola County, Texas.
- Tract 2: All that certain 54 acre tract of land being a 51 acre tract and 3 acre tract of land in the Daniel Martin Survey, A-439, Panola County, Texas being further described as Tract 2 in a *Paid Up Oil, Gas, and Mineral Lease* dated May 23, 2003 between Beauford H. Martin and Springbrook Properties LLC and filed of record in Volume 1205, Page 116 of the Official Public Records of Panola County, Texas.
- Tract 3: All that certain 44 acre tract of land in the Daniel Martin Survey, A-439, Panola County, Texas being further described as Tract 2 in a *Paid Up Oil, Gas, and Mineral Lease* dated May 23, 2003 between Beauford H. Martin and Springbrook Properties LLC and filed of record in Volume 1205, Page 116 of the Official Public Records of Panola County, Texas.
- ✓ Tract 4: All that certain 110 acre tract of land in the Wesley Goodwin Survey, A-221, Panola County, Texas being further described in a *Right-of-Way Agreement* dated July 24, 2007 between Beauford Martin and Buffco Production, Inc. and filed of record in Volume 1393, Page 164 of the Official Public Records of Panola County, Texas, being a 35 acre tract and two 37.75 acre tracts described therein.
- ✓ Tract 5: All that certain 60.070 acre tract of land in the Wesley Goodwin Survey, A-221, Panola County, Texas, and a being a 26 acre tract described in a deed to Beauford Martin dated September 4, 1941 and filed of record in Volume 138, Page 217 of the Deed Records of Panola County, Texas, and a 37.75 acre tract described in a deed from Ed Martin to Beauford Martin dated October 26, 1940 and recorded in Volume 135 Page 328 of the Deed Records of Panola County, Texas less a 3.63 acre tract conveyed to Robert C. Tuttle and wife, Ann Martin Tuttle by Ed Martin et ux dated January 20, 1979 and filed of record in Volume 753, Page 131 of the Deed Records of Panola County, Texas.

Doc 142946 Bk DR Vol 1515 Pg 553

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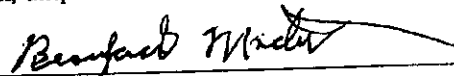
BEAUFORD MARTIN reserves a legal life estate in and to the Property with the full possession, benefit, use, rents, revenues, and profits of the property for the life of BEAUFORD MARTIN and upon his death the full title shall vest in ELIZABETH ANN TUTTLE, as her separate property, in fee simple.

Reservations from Conveyance:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

SAVE AND EXCEPT all right, title, and interest in and to all easements and rights-of-way, and of record and apparent on the ground burdening the above described tracts with all the privileges appurtenant thereto including but not exclusively all rights of ingress and egress.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

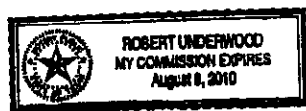
  
BEAUFORD MARTIN

STATE OF TEXAS  
COUNTY OF PANOLA

§  
§

This instrument was acknowledged before me on July 16, 2009, by BEAUFORD MARTIN

  
NOTARY PUBLIC, State of Texas



STATE OF TEXAS

COUNTY OF PANOLA

FILED FOR RECORD

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of PANOLA County, Texas as stamped hereon by me.

JUL 16, 2009 03:48P

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS

JUL 16, 2009 03:48P

CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS

BY: Teresa Cord, Deputy



EMERGENCY COMMUNICATIONS NETWORK  
8 Sunshine Boulevard, Ocean Beach, FL 32174

TEL 866 939 0911  
FAX 386 676 1127  
WEB ecnnetwork.com

VOL. 81 PAGE 681  
October 29, 2012

Panola County, TX  
Attn: Jim Young  
110 South Sycamore Street, Room 108  
Carthage, TX 75633

Dear Mr. Young:

The CodeRED Weather Warning Service for Panola County, TX will expire on 12:01am on January 1, 2013. The Agreement contains a clause that enables us to renew it at the same price, with the same terms and conditions, providing both parties agree to the renewal. We would like to renew the CodeRED Weather Warning service for the period January 1, 2013 through December 31, 2013 for the amount of two thousand six hundred eighty dollars (\$2,680.00).

If you agree to this extension, please complete and return the endorsement below by December 1, 2012 via fax at 386-676-1127 or email at [jbaker@ecnnetwork.com](mailto:jbaker@ecnnetwork.com).

If you have any questions regarding the submission of this form or renewal process, please contact me at 386-676-0294 ext. 170. If you have any questions regarding the details of the Agreement, you may contact our general counsel, Leanne Siegfried at ext. 208, who will set up a call with the appropriate member of our team who is best able to answer your questions.

Sincerely,

Jodi Baker  
Contract Administrator

Renewal Agreement Endorsement for Panola County, TX

Please sign below if you would like to renew the CodeRED Weather Warning Service.

If you do not wish to renew the CodeRED® Weather Warning Service please call 888-848-6337 and speak with Leanne Siegfried, who may refer you to the appropriate member of our team, so we can begin the account deactivation process.

**Panola County, TX**

Signature:

Printed Name:

David L. Anderson

Title:

County Judge

Date:

November 12, 2012

State of Texas  
County of PANOLA

1. This contract is by and between East Texas Council of Governments (ETCOG) and PANOLA COUNTY (hereinafter referred to as the County), and is in aid of Governor's Office, Criminal Justice Division (CJD) Grant No. SF-25417-01, titled Regional Evaluation Services for Juveniles. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2012, and shall end on August 31, 2013, unless extended or terminated as otherwise provided for in this contract.
2. ETCOG is responsible for closely monitoring the County and the all terms and conditions of the grant. The County agrees to fully cooperate in the monitoring process.
3. Requirements of the *Uniform Grant and Contract Management Standards (UGCMS)* promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB, of the above standards. ETCOG shall keep all project records.
4. The County will furnish the following:
  - a. Invoices for services rendered.
  - b. Information for progress reports.
5. The County will comply with the following:
  - a. **Return this executed contract to ETCOG by November 30, 2012, or forfeit County's funding allocation. ETCOG staff shall redistribute any forfeited funds to participating counties.**
  - b. Special Limitations (Attachment A to Contract).
  - c. Submission of signed Payment Voucher (Attachment B to Contract), copy of bill(s) for psychological and/or psychiatric services purchased, and Certification form to request reimbursement (Attachment C to Contract).
  - d. The Texas Family Code, as may be amended from time to time.
6. Payment under this contract will be made as follows: The County shall purchase psychological and/or psychiatric evaluation services for youth referred to the juvenile probation department, during the grant period beginning September 1, 2012, and ending on August 31, 2013. Funds to be reimbursed to each county shall be subject to the Special Limitations listed on Attachment A of this Contract. Total reimbursements to all participating Counties shall not exceed the total amount available in the current grant (\$53,881.00). The County shall submit to ETCOG the Purchase Voucher with original signature (Attachment B to Contract), a copy of the bill for psychological and/or psychiatric services purchased, and the Certification form with original signature (Attachment C to Contract) when making a request for reimbursement. Reimbursement will normally be made to County within 30 days of receipt by ETCOG.

7. If the County has not exhausted its regional evaluation services allocation on or before July 1, 2013, said County shall notify ETCOG that it may be unable to use its allocated grant funds under this contract, so that ETCOG may plan for the possibility of redistribution. If the County has not exhausted its budgeted detention funds on or before July 31, 2013, said County shall notify ETCOG of that fact, and shall release its unused grant funds for redistribution no later than August 5, 2013. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 09, 2013. The final report for this grant is due to CJD by September 20, 2012. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.
8. In the event of a default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for all services properly provided prior to the cancellation date.
9. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the County. Failure to comply with this requirement shall be treated as a default.
10. This contract shall automatically terminate on the grant expiration date (**August 31, 2013**) or any extension date thereof granted by CJD, or upon the termination of the underlying grant by CJD. **All services billed hereunder must be rendered within the grant period. ETCOG shall not reimburse for any services billed under the grant unless the County bills such services to ETCOG within 10 days following the grant expiration date (August 31, 2013); i.e., by September 09, 2013.**
11. The County agrees and understands that the choice of the counselor, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG shall have no liability or responsibility for conditions of treatment of individual juvenile offenders.
12. The County agrees that psychological and/or psychiatric evaluation services shall be paid on a reimbursement basis, and claims for reimbursement shall reflect the actual costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that cost reimbursement for actual costs shall not exceed the maximum amount established by the State.
13. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out of or in any way related to psychological and/or psychiatric services, or to the expenditure by the County or its subcontractor of funds under this contract. More specifically, County shall indemnify and hold harmless ETCOG and its officers, agents and employees from all

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suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of the County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, the County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement, and said tax shall be assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

David L. Anderson  
Signature of County Judge

David L. Anderson  
Name of County

110 S. Sycamore Room 216-A  
Address (street or post office box)

Carthage, TX 75633 903-693-8391  
City State Zip Telephone #

\_\_\_\_\_  
Signature of Authorized Official  
For ETCOG

East Texas Council of Governments  
Name of Grantee Agency

3800 Stone Road  
Address (street or post office box)

Kilgore, TX 75662 (903) 984-8641  
City State Zip Telephone #

SPECIAL LIMITATIONS

- I. Reimbursement will be made only for psychological and/or psychiatric evaluation services for youth referred to juvenile probation departments in the ETCOG region.
- II. Grant funds provided through this program may not be used to supplant funding previously allocated through the County's budget for psychological and/or psychiatric evaluation services for youth.
- III. Reimbursement for each county will be limited to the amount specified below, plus any funds which might be forfeited and redistributed as a result of a county or counties not returning an executed contract to ETCOG, or as a result of a county or counties de-obligating unused funds.

**County                      Allocation \***

Anderson	\$5,729
Camp	\$1,000
Cherokee	\$3,292
Gregg	\$7,760
Harrison	\$4,250
Henderson	\$4,457
Marion	\$1,000
Panola	\$1,470
Rains	\$1,000
Rusk	\$3,093
Smith	\$13,107
Upshur	\$2,427
Van Zandt	\$3,168
Wood	\$2,130
<b>Total</b>	<b>\$53,881</b>

\* Dollar amounts were calculated by using 2010 census data at \$.50 per child with a \$1,000 minimum allocation amount.





CERTIFICATION OF SERVICES PROVIDED

PANOLA COUNTY

I hereby certify that PANOLA COUNTY purchased the services indicated on the attached itemized statement, and requests reimbursement from the East Texas Council of Governments via Texas Criminal Justice Division grant SF-25417-01. I further certify that the services were purchased were not used to supplant previously budgeted County funds.

\_\_\_\_\_  
County Official, Signature

\_\_\_\_\_  
County Official, Printed Name & Title

\_\_\_\_\_  
Date

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**IHS** Indigent Healthcare Solutions

October 24, 2012

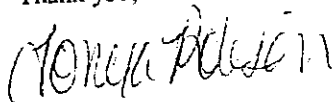
Mr. Sydney Burns  
Panola County Auditor  
110 S. Sycamore, Room 213-A  
Carthage, Texas 75633

Re: Renewal Agreements

Dear Mr. Burns,

Per your conversation with Robert, please find enclosed two sets of agreements for the Indigent Department and for the Sheriff's Department. Please have the Judge sign all copies and return one copy for each department back to us. I have included a return label for your convenience. If you need anything else, please do not hesitate to call me toll free at (800)834-0560. Thank you for your business and we look forward to serving you for years to come.

Thank you,



Tonya Robison  
Office Manager

Enclosures

2040 North Loop 336, Suite 304  
Conroe, Texas 77304  
(936) 756-6720  
(936) 756-6741 Fax

An Information Capital Affiliated Company

**IHS NON-EXCLUSIVE LICENSE AGREEMENT**

On this the 1<sup>ST</sup> day of January, 2013 (hereinafter, "Effective Date"), Panola County, Texas (hereinafter, "County" or "Licensee"), and Indigent Healthcare Solutions, Ltd. , having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304 (hereinafter, "IHS") (County or IHS may individually be referred to as "Party" or the County and IHS may collectively be referred to as "Parties") enter into this IHS Non-Exclusive License Agreement (hereinafter, "Agreement" or "License Agreement") for the use of IHS software programs and related materials (hereinafter the "Programs") for the designated data processing system of the County (hereinafter the "Hardware").

**1.0 DEFINITIONS**

- 1.01 "Programs" shall include each software program identified in **Exhibit 1** ("Departments and Users") to this License Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 "Licensee" shall mean the County, including but limited to the individual County Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this License Agreement to use one or more of the Programs.
- 1.03 "Department" shall mean a particular specifically identifiable sub-unit of the County, for example, a distinct department, division or physical office of the County; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.
- 1.04 "Department Program" shall mean the specific Program(s) that a particular Department is authorized to use or access under this License Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 "User" shall mean a particular individual person that is authorized to use or access a particular Department Program under this License Agreement.
- 1.06 "User Number" and "Concurrent User" The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Exhibit 1** hereto for the applicable Program; *provided*, that no more than the Concurrent User Number may access or use the particular Program(s) at any given time. The Client shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

- 1.07 "Public Records Law" shall mean Texas Statutes; or, as applicable, the federal Freedom of Information Act.

## 2.0 LICENSE

### 2.01 Grant of license

IHS hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in Exhibit 1 (Software Provided Release 10) hereto and incorporated herein, subject to payment of all fees and charges specified. Each Licensee Department identified in Exhibit 1 may use the Program modules identified in Exhibit 1 that are specific to that Department for the number of Users identified in Exhibit 1 that is specific to that Department for that Department Program, and for the number of Access Points identified in Exhibit 1 specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) and related materials in the regular course of its business only, within its normal capacity without abuse, and in the manner contemplated by this License Agreement.

### 2.02 Ownership

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, IHS. This License Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Licensee or any third party.

### 2.03 No alterations or derivative works without consent of IHS

This License Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, or develop the Programs or any of them, in any manner whatsoever (collectively "Alterations"), without express written permission from IHS. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of IHS. Any such replacements or substitutions, or any derivative works, in whole or part if incomplete, shall become the exclusive property of IHS and be subject to this License Agreement unless IHS and Licensee agree otherwise in writing.

### 2.04 Ownership of alterations including derivative works

If IHS consents to alterations to its intellectual property ("Alterations"), including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for IHS if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to IHS; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be

transferred and assigned by Lessee to IHS when applicable law recognizes the effectiveness of such transfer and assignment; and that (iv) that Licensee shall execute suitable transfer and assignment documents upon request by IHS and (v) otherwise provide all reasonable assistance to IHS or its designee in effecting the registration or recordation of such Alterations. Moreover, as appropriate, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to IHS, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

**2.04 No removal of proprietary legends or notices**

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.

**2.05 Licensee data**

Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which IHS is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of IHS or any third party.

**2.06 No access by unauthorized persons or entities**

Licensee will not permit the Programs or related materials to be used, accessed, inspected, reviewed or viewed either directly or indirectly by any unauthorized person or entity.

**2.07 No sublicenses or unauthorized extensions of license**

Licensee may not grant sublicenses or other rights in or to the Programs to others, including Departments not expressly identified in Exhibit 1, or assign or transfer the License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

**2.08 Confidentiality; protection and non-disclosure**

Licensee recognizes and agrees that the Programs and related materials and information related to them, (i) are considered by IHS to be trade secrets, (ii) provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of IHS. Licensee represents and warrants that it will not disclose Programs or any related materials or any other IHS confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties, directly or indirectly, without express written authorization from IHS. In the event a request is made for Licensee to disclose Programs or any related materials or information to a third party, Licensee promptly shall give written notice to IHS identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. IHS shall

determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under the Texas Public Records Law (the "Public Records Law") are subject to the provisions of Section 6.04 of this License Agreement.

- 2.09 **IHS right to terminate**  
IHS shall have the right immediately to terminate this License Agreement without penalty or cost to IHS, and without further obligation of IHS to Licensee hereunder, should Licensee violate any of its provisions. Such termination shall be effective upon IHS's giving notice to Licensee.

### 3.0 LICENSEE FEES

The fees for this License Agreement shall be the amounts specified in **Exhibit 1** ("Departments and Users") hereto, to be paid over the term of this License Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Access Points within a Department, (ii) Departments, or (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers, may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees, as specified by IHS.

### 4.0 TERM AND TERMINATION

- 4.01 **Term**  
This License Agreement shall come into and be in effect as of the Effective Date, and shall terminate (the "Initial Term") on the 31<sup>st</sup> day of December, 2013 (hereinafter, "Initial Termination Date").

This Agreement shall automatically renew for successive terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed five (5) years or such other total duration as permitted from time to time under applicable law.

- 4.02 **Post-Expiration Assistance**  
Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the Parties as provided in this Agreement, unless otherwise provided herein, IHS will assist in the transferal of the County's data files in the possession of the IHS pursuant to this Agreement, including conversion of such data to another data format usable by the county; provided, however, that use of such format does not infringe or compromise the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees, and for any costs or expenses

incurred by IHS for such assistance, transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

**4.03 Obligations survive**

Upon termination of this License Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to IHS; assisting IHS in protecting its intellectual property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorney's fees and costs; payment of license fees, costs, interest and taxes; limitations of liability; and indemnity shall survive termination of this License Agreement.

**4.04 Other bases for termination**

Subject to Section 10.02 ("Default"), IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay IHS any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this License Agreement, or (iv) fails to strictly comply with all terms in Section 2 or Section 6.

**4.05 IHS's right to terminate for infringement claims**

IHS reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of IHS.



Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default").

**4.06 Termination cumulative with other rights**

The right of termination under this Section 4.0 shall be in addition to any other right or remedy IHS may have at law or in equity.

**4.07 Termination concurrent with termination of Services Agreement**

Licensee's termination of this License Agreement shall be the sole remedy for Licensee for any claim of breach of this License Agreement by IHS asserted by Licensee, except as may be expressly provided elsewhere in this License Agreement.

## 5.0 PAYMENTS

**5.01 Payment due upon invoice**

All sums due hereunder shall be payable upon receipt by Licensee of a IHS invoice therefor. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of invoice by IHS, unless otherwise expressly provided in Exhibit 1 ("Departments and Users"). Payments are deemed made when received by IHS.

**5.02 No right to withhold or offset**

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between IHS and Licensee. Except as specifically provided in this License Agreement, Licensee's obligation to make timely payments under this License Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.

**5.03 Manner and mode of payment**

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to IHS at its address stated herein, or at such other address as IHS specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of IHS's designation.

**5.04 Taxes**

In addition to the fees or other amounts due and payable under this License Agreement, Licensee shall be responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this

License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on IHS's net income or gross receipts. If such taxes are payable by or levied on IHS, Licensee shall promptly pay such Taxes in full upon notice by IHS or promptly reimburse IHS in full for any such Taxes IHS has paid, upon receipt of an invoice therefor.

## 6.0 SECURITY/SECRECY

### 6.01 Duty of nondisclosure

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this License Agreement to use, possess, view, review, or otherwise access the Programs or related materials. This is a material provision of this Agreement.

### 6.02 Proprietary, trade secret character of Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points specified in this License Agreement.
- (b) To ensure that specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of IHS;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and that they may not provide access to them to any unauthorized person or entity; and to require compliance with these instructions as a condition of employment.
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than its employees authorized to use the Programs for Licensee's own requirements.

- (g) To reproduce IHS's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which IHS displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this License Agreement.
- 6.03 **No unauthorized copying, modification, dissemination**  
Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of IHS.
- 6.04 **Texas Public Records Law**  
Licensee and its Departments shall immediately inform IHS in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials. In the event that disclosure is ultimately required, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by IHS, or by a third party and licensed to IHS, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the materials, or develop or use derivative works, without the express written consent of IHS; and that any unauthorized use, copying, dissemination or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties. This is a material obligation of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by IHS of this License Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.
- 6.05 **HIPAA Compliance**  
The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs' "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may achieve compliance

with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses. IHS compliance with written requests by the County for reports of any type covered by HIPAA, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by IHS shall be charged to the County on a time and materials basis at IHS' then-prevailing rates.

**6.06 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

Licensee acknowledges that IHS has gone to considerable time and expense to develop the Programs and related materials and that IHS would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages which would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, IHS shall be entitled to equitable relief including but not limited to temporary restraining orders, temporary and permanent injunctions to protect the integrity of its intellectual property and other proprietary or confidential information and trade secrets and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that IHS provide proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief.

**7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY**

**7.01 LIMITATION OF LIABILITY**

IHS'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL IHS BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IHS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF IHS, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR COPYRIGHT

INFRINGEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 **NO WARRANTY**

IHS PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." IHS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND IHS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, IHS WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY THE COUNTY AND MAKE RECOMMENDATIONS TO THE COUNTY WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

IHS agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by IHS or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this License Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than IHS or IHS-designated contractors; provided, that IHS is promptly given notice in writing by Licensee of any such claim and that IHS has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with any defense by IHS of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this License Agreement, for which IHS shall have the right immediately to terminate this License Agreement. IHS shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its

own costs of such participation and its costs to assist IHS. IHS shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

**7.04 Force Majeure**

IHS shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

**8.0 NECESSITY OF FUNDING APPROPRIATION**

**8.01 Term subject to appropriation**

Except as provided in this License Agreement for earlier termination, this License Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01, subject to the following limitation: The term of this License Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein.

**8.02 Termination for non-appropriation**

In the event funds for this License Agreement are or become unavailable due to non-appropriation, this License Agreement will thereupon terminate without penalty to or further obligation hereunder of either Party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

**8.03 Licensee certification of funding; Licensee notice of non-appropriation**

Licensee certifies that it has available funds for payment of this License Agreement during the initial fiscal year of the Licensee in the term of this License Agreement. Further, Licensee agrees that it will notify IHS at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this License Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this License Agreement, Licensee shall provide written certification that adequate funds have been appropriated by it for the payment in full required under this License Agreement for the coming fiscal year.

**9.0 REPRESENTATIONS**

**9.01 Status of Licensee; authority to make agreement; compliance with state law**

Licensee represents, covenants and warrants that it is a county of the State of Texas; and that as county of that state it is a public body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

**9.02 Disclaimer of reliance on other understandings or practices**

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this License Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

**10.0 REMEDIES**

**10.1 Equitable Relief**

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate for such harm and that injunctive relief will be an appropriate remedy to enforce the provisions of the License Agreement, including as provided in Section 6.06 ("Consent to Injunction").

**10.2 Default**

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure to pay when due any payment under this License Agreement or the performance of any obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this License Agreement;
- (c) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this License Agreement made or given by Licensee; or
- (d) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this License Agreement, IHS has the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above, and upon Licensee's failure to remedy such Default within a period of twenty (20) days after notice of such Default by IHS to the County Official executing this License Agreement on behalf of the County. IHS shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this License Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment;
- (ii) Take whatever action at law or in equity IHS in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this License Agreement and to recover IHS's reasonable attorneys' fees and costs associated therewith; and
- (iii) Seek any other relief to which IHS may be entitled at law or in equity.

**11.0 MISCELLANEOUS****11.01 Assignment**

Licensee's rights in and to the Programs and related materials may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without IHS's prior written consent and the execution of a new License Agreement.

**11.02 Notices**

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number



designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

**If to IHS:**

Indigent Healthcare Solutions, Ltd.  
2040 North Loop 336, Suite 304  
Conroe, Texas 77304  
Fax: (936) 756-6741

**If to County:**

Panola County Judge  
Panola County Courthouse  
110 S. Sycamore  
Carthage, Texas 75633  
Fax: (903) 693-2776

**11.03 Severability**

In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

**11.04 Entire agreement; modification**

This License Agreement is the entire agreement between the Parties concerning the licensing of the Programs, and supersedes all oral or written proposals or understandings concerning such licensing. This License Agreement may be modified only pursuant to a writing duly executed by both Parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the license purchase order form and this License Agreement shall be controlled by this License Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this License Agreement, or of augmenting the terms of this Agreement, unless agreed in writing by IHS.

**11.05 Actions**

In the event of litigation or other dispute proceeding arising out of this License Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs reasonably incurred, including a reasonable attorneys' fee.

**11.06 Governing Law**

This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choices of law principles, and federal law, as applicable.

**11.07 Confidentiality**

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other that may be acquired or provided in the

course of performance of this Agreement. Each Party shall promptly notify the other in writing of any discovered compromise of such confidentiality. The County shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by IHS is obtained, copied or inspected by unauthorized persons.

**11.08 No waiver of rights – License Agreement**


No term or provision of this License Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the Party against which such waiver or consent is asserted; the terms of this License Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

**APPROVALS AND EXECUTION OF AGREEMENT**

Each person signing below represents that he or she has read this License Agreement in its entirety; understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

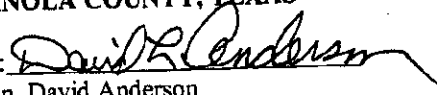
Executed the dates written below, to be effective as of January 1, 2013 (the "Effective Date").

**INDIGENT HEALTHCARE SOLUTIONS**

By:   
Robert Baird  
Title: President

Date 10 24, 2012

**PANOLA COUNTY, TEXAS**

By:   
Hon. David Anderson  
Title: Panola County Judge

Date 11 12, 2012

**\*\* Exhibit 1 - Departments and Users \*\*****To Non Exclusive License Agreement Between Panola County Texas and  
Indigent Healthcare Solutions**

The Licensee Departments identified in this Exhibit 1 shall be authorized to use the specific Department Program(s) and each such Department shall have an authorized number of "Concurrent Users" as specified herein. A "Concurrent User" is defined as the total number of Licensee Users that can be using the IHS software authorized for a particular Department at any given moment.

Licensee can have an unlimited number of "assigned users" identified by a unique user I.D. (to be reported to IHS) and unique password. Monthly fees are based not on the number of "assigned users" but on the number of licensed Concurrent Users. IHS software is certified by Digicert and uses 256 bit SSL encryption.

Additional Concurrent Users may be added with the appropriate approval of Panola County and IHS, and documentation of such through an approved Addendum to this Exhibit 1. Each additional "Concurrent User" will result in an increased license fee of \$443.00 per month, plus CPT Code File fee of \$10.00 per month, per concurrent user.

**Applications Software – Departments**

<u>Department</u>	<u>Monthly Fee</u>	<u>Concurrent Users</u>
Indigent Department	\$945.00	2
CPT Code File	\$10.00	
Additional Concurrent User	\$443.00	
<b>Total Monthly Fee</b>	<b>\$1,398.00</b>	

### Special Services

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Licensee may from time to time request that IHS provide Special Services, which are services outside the stated scope of Exhibit 2 but which are related thereto. For custom programming (i.e. any programming or other services not identified in Exhibit 2) or any other Special Service that is requested by Licensee and which IHS agrees to provide, IHS shall provide the Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on IHS's current prevailing rate of \$110.00 per hour or the then-prevailing IHS rate. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including Licensee representation that adequate funds are available to pay for such services, IHS shall preform such services.

### Expenses

Licensee shall reimburse IHS for reasonable costs and expenses incurred by IHS. Licensee must approve all travel and IHS shall submit to Licensee original receipts.

### Software Releases

Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by State or Federal agencies shall be provided at no cost to Licensee.

Unless otherwise expressly provided in this Exhibit 1, the monthly fees are due and payable in advance of the first (1<sup>st</sup>) day of each month by Licensee to IHS at IHS's Conroe, Texas office (or at such other place for payment designated in writing by IHS from time to time) by 5:00 p.m. Payment shall be in U.S. Dollars, by check drawn on Licensee's account, wire transfer, or certified check.

**To Non-Exclusive License Agreement Between Panola County, Texas and  
Indigent Healthcare Solutions**

**PANOLA COUNTY, TEXAS**

**Term:**

Start Date January 1, 2013

End Date December 31, 2013

**Installation and Orientation**

IHS agrees to provide training to Licensee utilizing the Services hereunder, when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial installation of the IHS Programs shall occur after the initial orientation of appropriate Licensee personnel by IHS, at a time and location to be arranged by Licensee and agreed to by IHS. Orientation and training shall be at no additional cost excluding reasonable expenses of IHS as defined in Exhibit 1. After initial installation, access and maintenance of the Programs by IHS will be by remote access. Twenty-four hour support is included in the monthly licensing fee.

**Data Backup**

IHS will be responsible to conduct daily and monthly backup of Licensee data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described.

**Software Provided Release 10**

- Provider Management
- Patient Management
- Bill Entry
- Panola County Rejection Notice for Providers
- Anesthesia Calculation Print Out
- Updates from Medicare CPT Payables
- AMA Licensed Updates for CPT and ICD-9 Descriptions
- Provider List Report
- Active Patient Report

- Pre-Posting Review
  - Patient Explanation of Benefits (EOB)
  - Provider Explanation of Benefits (EOB)
  - Dashboard Report
  - Client by Group Report
  - Amount Paid by Group Report
  - Patient Information Report
  - Date of Service Report
  - Daily Invoice Audit Report
  - General Ledger Totals Report
  - Type of Service Report
  - Single Invoice Print
  - CPT Usage Report
  - ICD-9 Usage Report
  - Voided Bill Report
  - Amount Paid for Patients Report
  - Amount Paid to Providers Report
  - CPT Code Management
  - ICD-9 Code Management
  - System Audit Reports for Patient Management, Bill Management and Provider Management
  - Ability to Export Patient, Provider and Vendor Information to Excel
-

**BUSINESS ASSOCIATE AGREEMENT**

(Intended to be an Amendment or Addendum to an Agreement  
For Services Involving the Use, Creation or Transmission of  
Protected Health Information)

This Business Associate Agreement ("Agreement") effective on January 1, 2013 ("Effective Date") is entered into by and between Indigent Healthcare Solutions Ltd. (the "Business Associate") and Panola County, Texas (the "Covered Entity").

**RECITALS**

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. [The parties have a prior agreement (the "Non Exclusive License Agreement" or "NELA") under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity]

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the NELA between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(d), or (b) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement of

which Business Associate becomes aware within fifteen (15) days of the Business Associate's discovery of such unauthorized use:

(c) Use reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use of such protected health information;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges;

(f) Within forty five (45) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Covered Entity shall reimburse Business Associate for reasonable fees associated with providing said information;

(g) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who



services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

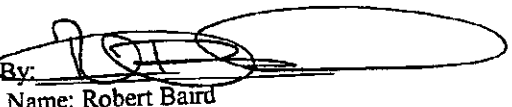
8. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: Indigent Healthcare Solutions  
2040 Loop 336 – Suite 304  
Conroe, TX 77304

If to Covered Entity: Panola County, Texas  
110 S. Sycamore  
Carthage, Texas 75633

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the 12<sup>th</sup> day of Nov., 2012.

IN PRESENCE OF: Business Associate

By:   
Name: Robert Baird  
Title: President  
Date: 10/24, 2012

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



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

November 7, 2012

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

Dear Judge Anderson.

Please add the following items to the next scheduled meeting of the Panola County  
Commissioner's Court:

Requesting Approval for Indigent Healthcare Solutions L.P.D contract regarding  
inmate prescription software processing.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Ellett".

Jack Ellett, Sheriff  
JE/hg

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

**IHS NON-EXCLUSIVE LICENSE AGREEMENT**

On this the 1<sup>ST</sup> day of January, 2013 (hereinafter, "Effective Date"), Panola County, Texas (hereinafter, "County" or "Licensee"), and Indigent Healthcare Solutions, Ltd. , having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304 (hereinafter, "IHS") (County or IHS may individually be referred to as "Party" or the County and IHS may collectively be referred to as "Parties") enter into this IHS Non-Exclusive License Agreement (hereinafter, "Agreement" or "License Agreement") for the use of IHS software programs and related materials (hereinafter the "Programs") for the designated data processing system of the County (hereinafter the "Hardware").

**1.0 DEFINITIONS**

- 1.01 "Programs" shall include each software program identified in **Exhibit 1** ("Departments and Users") to this License Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 "Licensee" shall mean the County, including but limited to the individual County Departments specifically identified in **Exhibit 1** ("Departments and Users") that are authorized by this License Agreement to use one or more of the Programs.
- 1.03 "Department" shall mean a particular specifically identifiable sub-unit of the County, for example, a distinct department, division or physical office of the County; or an independently elected official, or a distinct department, division or physical office operating under that elected official and subject to that elected official's supervision or authority.
- 1.04 "Department Program" shall mean the specific Program(s) that a particular Department is authorized to use or access under this License Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 "User" shall mean a particular individual person that is authorized to use or access a particular Department Program under this License Agreement.
- 1.06 "User Number" and "Concurrent User" The County has the right to permit access and use of the Program(s) by authorized County employees, up to the User Number specified in **Exhibit 1** hereto for the applicable Program; *provided*, that no more than the Concurrent User Number may access or use the particular Program(s) at any given time. The Client shall assign a unique User Identification Number to each authorized User, and shall provide to IHS a list of authorized Users and their User Identification Numbers upon request by IHS.

- 1.07 "Public Records Law" shall mean Texas Statutes; or, as applicable, the federal Freedom of Information Act.

## 2.0 LICENSE

### 2.01 Grant of license

IHS hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in Exhibit 1 (Software Provided Release 10) hereto and incorporated herein, subject to payment of all fees and charges specified. Each Licensee Department identified in Exhibit 1 may use the Program modules identified in Exhibit 1 that are specific to that Department for the number of Users identified in Exhibit 1 that is specific to that Department for that Department Program, and for the number of Access Points identified in Exhibit 1 specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) and related materials in the regular course of its business only, within its normal capacity without abuse, and in the manner contemplated by this License Agreement.

### 2.02 Ownership

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, IHS. This License Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Licensee or any third party.

### 2.03 No alterations or derivative works without consent of IHS

This License Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as Licensee's Designee), inspect, work on, improve, reverse engineer, enhance, adapt, or develop the Programs or any of them, in any manner whatsoever (collectively "Alterations"), without express written permission from IHS. Licensee shall not make any replacements or substitutions to the Programs and related materials without the written consent of IHS. Any such replacements or substitutions, or any derivative works, in whole or part if incomplete, shall become the exclusive property of IHS and be subject to this License Agreement unless IHS and Licensee agree otherwise in writing.

### 2.04 Ownership of alterations including derivative works

If IHS consents to alterations to its intellectual property ("Alterations"), including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed, (i) shall be works made for hire for IHS if they are of a character that may be recognized as such under applicable law; or (ii) if not of such character, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to IHS; or (iii) if such present transfer and assignment is not recognized under applicable law, shall be

transferred and assigned by Lessee to IHS when applicable law recognizes the effectiveness of such transfer and assignment; and that (iv) that Licensee shall execute suitable transfer and assignment documents upon request by IHS and (v) otherwise provide all reasonable assistance to IHS or its designee in effecting the registration or recordation of such Alterations. Moreover, as appropriate, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to IHS, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

- 2.04 **No removal of proprietary legends or notices**  
Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs and related materials.
- 2.05 **Licensee data**  
Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which IHS is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of IHS or any third party.
- 2.06 **No access by unauthorized persons or entities**  
Licensee will not permit the Programs or related materials to be used, accessed, inspected, reviewed or viewed either directly or indirectly by any unauthorized person or entity.
- 2.07 **No sublicenses or unauthorized extensions of license**  
Licensee may not grant sublicenses or other rights in or to the Programs to others, including Departments not expressly identified in Exhibit 1, or assign or transfer the License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.
- 2.08 **Confidentiality; protection and non-disclosure**  
Licensee recognizes and agrees that the Programs and related materials and information related to them, (i) are considered by IHS to be trade secrets, (ii) provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of IHS. Licensee represents and warrants that it will not disclose Programs or any related materials or any other IHS confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties, directly or indirectly, without express written authorization from IHS. In the event a request is made for Licensee to disclose Programs or any related materials or information to a third party, Licensee promptly shall give written notice to IHS identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made. IHS shall

determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under the Texas Public Records Law (the "Public Records Law") are subject to the provisions of Section 6.04 of this License Agreement.

**2.09 IHS right to terminate**

IHS shall have the right immediately to terminate this License Agreement without penalty or cost to IHS, and without further obligation of IHS to Licensee hereunder, should Licensee violate any of its provisions. Such termination shall be effective upon IHS's giving notice to Licensee.

**3.0 LICENSEE FEES**

The fees for this License Agreement shall be the amounts specified in **Exhibit 1** ("Departments and Users") hereto, to be paid over the term of this License Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Access Points within a Department, (ii) Departments, or (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers, may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees, as specified by IHS.

**4.0 TERM AND TERMINATION**

**4.01 Term**

This License Agreement shall come into and be in effect as of the Effective Date, and shall terminate (the "Initial Term") on the 31<sup>st</sup> day of December, 2013 (hereinafter, "Initial Termination Date").

This Agreement shall automatically renew for successive terms of duration equal to the Initial Term ("Renewal Term") unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed five (5) years or such other total duration as permitted from time to time under applicable law.

**4.02 Post-Expiration Assistance**

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the Parties as provided in this Agreement, unless otherwise provided herein, IHS will assist in the transferal of the County's data files in the possession of the IHS pursuant to this Agreement, including conversion of such data to another data format usable by the county; provided, however, that use of such format does not infringe or compromise the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees, and for any costs or expenses

incurred by IHS for such assistance, transferal or reformatting of data, at IHS's then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

**4.03 Obligations survive**

Upon termination of this License Agreement, all rights and obligations of the Parties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to IHS; assisting IHS in protecting its intellectual property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorney's fees and costs; payment of license fees, costs, interest and taxes; limitations of liability; and indemnity shall survive termination of this License Agreement.

**4.04 Other bases for termination**

Subject to Section 10.02 ("Default"), IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay IHS any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other material term or obligation set forth in this License Agreement, or (iv) fails to strictly comply with all terms in Section 2 or Section 6.

**4.05 IHS's right to terminate for infringement claims**

IHS reserves the right immediately to terminate this License Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of IHS.

Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination. This Section 4.05 is not subject to the notice and cure provisions of Section 10.02 ("Default").

**4.06 Termination cumulative with other rights**

The right of termination under this Section 4.0 shall be in addition to any other right or remedy IHS may have at law or in equity.

**4.07 Termination concurrent with termination of Services Agreement**

Licensee's termination of this License Agreement shall be the sole remedy for Licensee for any claim of breach of this License Agreement by IHS asserted by Licensee, except as may be expressly provided elsewhere in this License Agreement.

## 5.0 PAYMENTS

**5.01 Payment due upon invoice**

All sums due hereunder shall be payable upon receipt by Licensee of a IHS invoice therefor. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of invoice by IHS, unless otherwise expressly provided in Exhibit 1 ("Departments and Users"). Payments are deemed made when received by IHS.

**5.02 No right to withhold or offset**

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between IHS and Licensee. Except as specifically provided in this License Agreement, Licensee's obligation to make timely payments under this License Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.

**5.03 Manner and mode of payment**

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to IHS at its address stated herein, or at such other address as IHS specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of IHS's designation.

**5.04 Taxes**

In addition to the fees or other amounts due and payable under this License Agreement, Licensee shall be responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this



License Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on IHS's net income or gross receipts. If such taxes are payable by or levied on IHS, Licensee shall promptly pay such Taxes in full upon notice by IHS or promptly reimburse IHS in full for any such Taxes IHS has paid, upon receipt of an invoice therefor.

## 6.0 SECURITY/SECRECY

### 6.01 Duty of nondisclosure

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this License Agreement to use, possess, view, review, or otherwise access the Programs or related materials. This is a material provision of this Agreement.

### 6.02 Proprietary, trade secret character of Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points specified in this License Agreement.
- (b) To ensure that specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Program(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever (except as is required for reasonable archival or security storage purposes), without prior written consent of IHS;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials employees, officers, agents or representatives, or any others, having access to the Programs or related materials that they may not copy or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and that they may not provide access to them to any unauthorized person or entity; and to require compliance with these instructions as a condition of employment.
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from unauthorized use or access by persons other than its employees authorized to use the Programs for Licensee's own requirements.

- (g) To reproduce IHS's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which IHS displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this License Agreement.
- 6.03 No unauthorized copying, modification, dissemination**  
Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of IHS.
- 6.04 Texas Public Records Law**  
Licensee and its Departments shall immediately inform IHS in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials. In the event that disclosure is ultimately required, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by IHS, or by a third party and licensed to IHS, and are protected by the federal Copyright Act and other laws; that recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the materials, or develop or use derivative works, without the express written consent of IHS; and that any unauthorized use, copying, dissemination or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties. This is a material obligation of Licensee, and any failure of Licensee to comply, for whatever reason, is grounds for immediate termination by IHS of this License Agreement. Termination under this Section 6.04 is not subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.
- 6.05 HIPAA Compliance**  
The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs' "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may achieve compliance

with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses. IHS compliance with written requests by the County for reports of any type covered by HIPAA, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by IHS shall be charged to the County on a time and materials basis at IHS' then-prevailing rates,

**6.06 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

Licensee acknowledges that IHS has gone to considerable time and expense to develop the Programs and related materials and that IHS would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials. Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages which would be difficult to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, IHS shall be entitled to equitable relief including but not limited to temporary restraining orders, temporary and permanent injunctions to protect the integrity of its intellectual property and other proprietary or confidential information and trade secrets and to prevent disclosure (or continuing disclosure) thereof. Licensee also hereby expressly waives any right to require that IHS provide proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief.

**7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY**

**7.01 LIMITATION OF LIABILITY**

IHS'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL IHS BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF IHS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF IHS, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR COPYRIGHT

INFRINGEMENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 **NO WARRANTY**

IHS PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." IHS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND IHS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, IHS WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY THE COUNTY AND MAKE RECOMMENDATIONS TO THE COUNTY WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

IHS agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials as delivered by IHS or used by Licensee, where such use by Licensee has complied strictly with the terms and conditions of this License Agreement regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work developed by or for County by other than IHS or IHS-designated contractors; provided, that IHS is promptly given notice in writing by Licensee of any such claim and that IHS has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with any defense by IHS of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this License Agreement, for which IHS shall have the right immediately to terminate this License Agreement. IHS shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its

own costs of such participation and its costs to assist IHS. IHS shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole right to determine whether to accept any settlement offer or other offer of compromises of such claims.

**7.04 Force Majeure**

IHS shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

**8.0 NECESSITY OF FUNDING APPROPRIATION**

**8.01 Term subject to appropriation**

Except as provided in this License Agreement for earlier termination, this License Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01, subject to the following limitation: The term of this License Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein.

**8.02 Termination for non-appropriation**

In the event funds for this License Agreement are or become unavailable due to non-appropriation, this License Agreement will thereupon terminate without penalty to or further obligation hereunder of either Party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

**8.03 Licensee certification of funding; Licensee notice of non-appropriation**

Licensee certifies that it has available funds for payment of this License Agreement during the initial fiscal year of the Licensee in the term of this License Agreement. Further, Licensee agrees that it will notify IHS at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this License Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this License Agreement, Licensee shall provide written certification that adequate funds have been appropriated by it for the payment in full required under this License Agreement for the coming fiscal year.

**9.0 REPRESENTATIONS****9.01 Status of Licensee; authority to make agreement; compliance with state law**

Licensee represents, covenants and warrants that it is a county of the State of Texas; and that as county of that state it is a public body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures so that this License Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

**9.02 Disclaimer of reliance on other understandings or practices**

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this License Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

**10.0 REMEDIES****10.1 Equitable Relief**

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate for such harm and that injunctive relief will be an appropriate remedy to enforce the provisions of the License Agreement, including as provided in Section 6.06 ("Consent to Injunction").

**10.2 Default**

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (a) Failure to pay when due any payment under this License Agreement or the performance of any obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this License Agreement;
- (c) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this License Agreement made or given by Licensee; or
- (d) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this License Agreement, IHS has the right immediately to terminate this License Agreement upon the occurrence of any event of Default as specified above, and upon Licensee's failure to remedy such Default within a period of twenty (20) days after notice of such Default by IHS to the County Official executing this License Agreement on behalf of the County, IHS shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this License Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment;
- (ii) Take whatever action at law or in equity IHS in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement or covenant of Licensee under this License Agreement and to recover IHS's reasonable attorneys' fees and costs associated therewith; and
- (iii) Seek any other relief to which IHS may be entitled at law or in equity.

**11.0 MISCELLANEOUS****11.01 Assignment**

Licensee's rights in and to the Programs and related materials may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without IHS's prior written consent and the execution of a new License Agreement.

**11.02 Notices**

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number

designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

**If to IHS:**

Indigent Healthcare Solutions, Ltd.  
2040 North Loop 336, Suite 304  
Conroe, Texas 77304  
Fax: (936) 756-6741

**If to County:**

Panola County Judge  
Panola County Courthouse  
110 S. Sycamore  
Carthage, Texas 75633  
Fax: (903) 693-2776

**11.03 Severability**

In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

**11.04 Entire agreement; modification**

This License Agreement is the entire agreement between the Parties concerning the licensing of the Programs, and supersedes all oral or written proposals or understandings concerning such licensing. This License Agreement may be modified only pursuant to a writing duly executed by both Parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the license purchase order form and this License Agreement shall be controlled by this License Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this License Agreement, or of augmenting the terms of this Agreement, unless agreed in writing by IHS.

**11.05 Actions**

In the event of litigation or other dispute proceeding arising out of this License Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs reasonably incurred, including a reasonable attorneys' fee.

**11.06 Governing Law**

This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choices of law principles, and federal law, as applicable.

**11.07 Confidentiality**

Each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other that may be acquired or provided in the



course of performance of this Agreement. Each Party shall promptly notify the other in writing of any discovered compromise of such confidentiality. The County shall use utmost care to ensure that no unauthorized copies of or access to software and other intellectual property provided by IHS is obtained, copied or inspected by unauthorized persons.

11.08 **No waiver of rights – License Agreement**

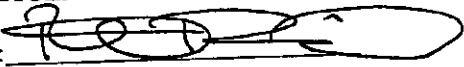
No term or provision of this License Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the Party against which such waiver or consent is asserted; the terms of this License Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

**APPROVALS AND EXECUTION OF AGREEMENT**

Each person signing below represents that he or she has read this License Agreement in its entirety, understands its terms; is duly authorized to execute this License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

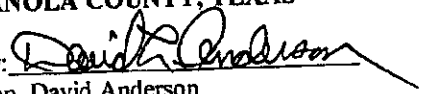
Executed the dates written below, to be effective as of January 1, 2013 (the "Effective Date").

**INDIGENT HEALTHCARE SOLUTIONS**

By:   
Robert Baird  
Title: President

Date 10 24, 2012

**PANOLA COUNTY, TEXAS**

By:   
Hon. David Anderson  
Title: Panola County Judge

Date 11 12, 2012

**\*\* Exhibit 1 - Departments and Users \*\*****To Non Exclusive License Agreement Between Panola County Texas and  
Indigent Healthcare Solutions**

The Licensee Departments identified in this Exhibit 1 shall be authorized to use the specific Department Program(s) and each such Department shall have an authorized number of "Concurrent Users" as specified herein. A "Concurrent User" is defined as the total number of Licensee Users that can be using the IHS software authorized for a particular Department at any given moment.

Licensee can have an unlimited number of "assigned users" identified by a unique user I.D. (to be reported to IHS) and unique password. Monthly fees are based not on the number of "assigned users" but on the number of licensed Concurrent Users. IHS software is certified by Digicert and uses 256 bit SSL encryption.

Additional Concurrent Users may be added with the appropriate approval of Panola County and IHS, and documentation of such through an approved Addendum to this Exhibit 1. Each additional "Concurrent User" will result in an increased license fee of \$443.00 per month, plus CPT Code File fee of \$10.00 per month, per concurrent user.

**Applications Software -- Departments**

<u>Department</u>	<u>Monthly Fee</u>	<u>Concurrent Users</u>
Sheriffs Department	\$443.00	1
CPT Code File	\$10.00	
<b>Total Monthly Fee</b>	<b>\$453.00</b>	

**Special Services**

Licensee may from time to time request that IHS provide Special Services, which are services outside the stated scope of Exhibit 2 but which are related thereto. For custom programming (i.e. any programming or other services not identified in Exhibit 2) or any other Special Service that is requested by Licensee and which IHS agrees to provide, IHS shall provide the Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on IHS's current prevailing rate of \$110.00 per hour or the then-prevailing IHS rate. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including Licensee representation that adequate funds are available to pay for such services, IHS shall preform such services.

**Expenses**

Licensee shall reimburse IHS for reasonable costs and expenses incurred by IHS. Licensee must approve all travel and IHS shall submit to Licensee original receipts.

**Software Releases**

Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements, modifications and/or enhancements will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by State or Federal agencies shall be provided at no cost to Licensee.

Unless otherwise expressly provided in this Exhibit 1, the monthly fees are due and payable in advance of the first (1<sup>st</sup>) day of each month by Licensee to IHS at IHS's Conroe, Texas office (or at such other place for payment designated in writing by IHS from time to time) by 5:00 p.m.. Payment shall be in U.S. Dollars, by check drawn on Licensee's account, wire transfer, or certified check.

**To Non-Exclusive License Agreement Between Panola County, Texas and  
Indigent Healthcare Solutions**

**PANOLA COUNTY, TEXAS**

**Term:**

Start Date     January 1, 2013

End Date       December 31, 2013

**Installation and Orientation**

IHS agrees to provide training to Licensee utilizing the Services hereunder, when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the services. Initial installation of the IHS Programs shall occur after the initial orientation of appropriate Licensee personnel by IHS, at a time and location to be arranged by Licensee and agreed to by IHS. Orientation and training shall be at no additional cost excluding reasonable expenses of IHS as defined in Exhibit 1. After initial installation, access and maintenance of the Programs by IHS will be by remote access. Twenty-four hour support is included in the monthly licensing fee.

**Data Backup**

IHS will be responsible to conduct daily and monthly backup of Licensee data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described.

**Software Provided Release 10**

- Provider Management
- Patient Management
- Bill Entry
- Panola County Rejection Notice for Providers
- Anesthesia Calculation Print Out
- Updates from Medicare CPT Payables
- AMA Licensed Updates for CPT and ICD-9 Descriptions
- Provider List Report
- Active Patient Report

- Pre-Posting Review
  - Patient Explanation of Benefits (EOB)
  - Provider Explanation of Benefits (EOB)
  - Dashboard Report
  - Client by Group Report
  - Amount Paid by Group Report
  - Patient Information Report
  - Date of Service Report
  - Daily Invoice Audit Report
  - General Ledger Totals Report
  - Type of Service Report
  - Single Invoice Print
  - CPT Usage Report
  - ICD-9 Usage Report
  - Voided Bill Report
  - Amount Paid for Patients Report
  - Amount Paid to Providers Report
  - CPT Code Management
  - ICD-9 Code Management
  - System Audit Reports for Patient Management, Bill Management and Provider Management
  - Ability to Export Patient, Provider and Vendor Information to Excel
-

**BUSINESS ASSOCIATE AGREEMENT**

(Intended to be an Amendment or Addendum to an Agreement  
For Services Involving the Use, Creation or Transmission of  
Protected Health Information)

This Business Associate Agreement ("Agreement") effective on January 1, 2013 ("Effective Date") is entered into by and between Indigent Healthcare Solutions Ltd. (the "Business Associate") and Panola County, Texas (the "Covered Entity").

**RECITALS**

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("protected health information") published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45 C.F.R. Part 160 and Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

B. [The parties have a prior agreement (the "Non Exclusive License Agreement" or "NELA") under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity]

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the NELA between the parties. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only (a) to its employees, subcontractors and agents, in accordance with Section 2(d), or (b) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement of

which Business Associate becomes aware within fifteen (15) days of the Business Associate's discovery of such unauthorized use;

(c) Use reasonable efforts to maintain the security of the protected health information and to prevent unauthorized use of such protected health information;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges;

(f) Within forty five (45) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Covered Entity shall reimburse Business Associate for reasonable fees associated with providing said information;

(g) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, who

services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

8. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: Indigent Healthcare Solutions  
2040 Loop 336 – Suite 304  
Conroe, TX 77304

If to Covered Entity: Panola County, Texas  
110 S. Sycamore  
Carthage, Texas 75633

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as of the 12<sup>th</sup> day of Nov., 2012.

IN PRESENCE OF: Business Associate

By: 

Name: Robert Baird

Title: President

Date: 10/24, 2012





### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature

Darren C. Muci

RFP 02-04-011 BOE Approval 1/13/03


Name and Title of Signer


Date


LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature

  
Name and Title of Signer

  
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature

JOHN C. TRUNK  
PROCUREMENT SERVICES DIRECTOR  
Name and Title of Signer

10-23-03  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

John K. Miller  
Authorized Signature


JOHN R. MILLER, Director of Purchasing  
Name and Title of Signer  
Harford County Public Schools

10/24/03  
Date

**EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Government Agency

by:  
Joe Sandoval, Division Manager  
Purchasing & Contract Services  
County of Los Angeles

1-2-06

Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal  
ROOFING SUPPLIES AND RELATED SERVICES  
No. 06-40021  
Unified School District 259 -  
Wichita (KS) Public Schools  
BOE Approval 06/12/2006



Authorized Signature

Darren Muci, Division Director  
Name and Title of Signer

June 14, 2006  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the City of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Kenneth F. Pasowaty  
Authorized Signature, Lead Government Agency

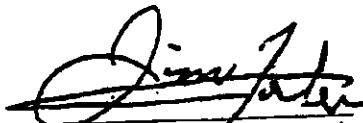
12-6-07  
Date



**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Government Agency

November 27, 2007  
Date

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY  
CERTIFICATE**

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

*Dr. Harrison*  
Authorized Signature, California Statewide  
Communities Development Authority

*Secretary*  
Title

*6/27/07*  
Date

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Dean A. Tistadt, Chief Operating Officer  
Fairfax County Public Schools

11/29/05  
Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the City/County of Denver, (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Government Agency

12-1-08  
Date

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**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy A. Muse  
Authorized Signature, Lead Government Agency

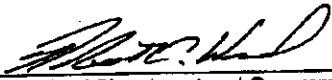
April 15, 2009  
Date

Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Government Agency  
Robert D. Wood  
04/2/09

Date

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**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

Richard A. Brun  
Printed Name

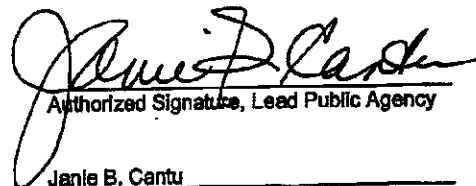
7-8-2009  
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of City of San Antonio [PA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

Janie B. Cantu \_\_\_\_\_  
Printed Name

4/10/09  
Date



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RECORDED \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012  
CLARA JONES, COUNTY CLERK, P.C.T. Clara Jones