5596 PAGE IN MY OFFICE TZ:45 OCLOCK D M DEC -5 2013 CLARA JONES OUNTY CLERK PANOLA COUNTY, TEXAS

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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 9TH DAY OF DECEMBER, 2013, 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 a change in status of employment for Harold McLemore from Patrol Deputy to Detention Deputy with the Panola County Sheriff's Department effective November 27, 2013 at the rate of \$13 53 per hour.

- b To record a change in status of employment for Ronald Curtis Clinton from Detention Deputy to Patrol Deputy with the Panola County Sheriff's Department effective November 27, 2013 at the rate of \$18.71 per hour.
- c. To approve and confirm the appointment of Charles Blue as a full-time Deputy Constable for Precincts #2 and #3, effective January 1, 2014 at the rate of \$19 28 per hour plus uniform allowance.
- d. To approve and confirm the appointment of Byron McMillen as a part-time Deputy Constable for Precincts #1 and #4, effective January 1, 2014 at the rate of \$19.28 per hour plus uniform allowance pending successful completion of drug screen and physical

ROAD & BRIDGE

a. None

MISCELLANEOUS

- a To approve minutes of Commissioners' Court meetings held during the month of November, 2013
- b. To approve and record 2013 Budget Amendment No. 19
- c. To approve and record 2014 Budget Amendment No. 1.
- d To record Panola County Tax Assessor/Collector's Vehicle Inventory Tax Interest Fund for Fiscal Year 2014

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 Reserve Deputy Constable, Precincts #1 and #4, Byron McMillen; and Panola County Treasurer Gloria Portman (3)
- 5 To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
- 6. To open sealed bids for Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport Sharpe Field for Fiscal Year 2014.
- 7 To approve the Holiday Schedule for 2014.
- 8 To discuss and act upon adopting Order #2013-18 claiming an exemption from competitive bidding for Fiscal Year 2014 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).

- 9 To discuss and act upon adopting Order #2013-19 claiming an exemption from competitive bidding for Fiscal Year 2014 for electric power, gas, water, and other utility services
- 10 To discuss and act upon adopting Order #2013-20 claiming exemptions from competitive bidding and competitive proposal requirements for Fiscal Year 2014 for food purchases for the Panola County Detention Center.
- 11 To discuss and act upon approving a proposal from American Elevator Technologies for maintenance of the county elevators for a one (1) year period commencing January 1, 2014 for the elevator located in the Panola County Courthouse and the elevator located in the Panola County Judicial Center.
- 12 To discuss and act upon approval of a proposal from Fire & Safety Equipment for fire extinguisher services for a one (1) year period commencing January 1, 2014.
- 13 To discuss and act upon approval of a proposal from S & W Filter Service for a one (1) year period commencing January 1, 2014.
- 14 To discuss and act upon approval of a proposal from Advanced Pest Technology or Paladin Pest Management for pest control for the Courthouse, Panola County Judicial Center, Panola County Sheriff's Department, Probation Offices, Panola County Detention Center and College Street Annex for a one (1) year period commencing January 1, 2014.
- 15. To discuss and act upon approval of a proposal from Mutual Sprinklers for wet pipe sprinkler system maintenance and inspection services for the Panola County Courthouse and the Panola County Detention Center for a one (1) year period commencing January 1, 2014.
- 16 To discuss and act upon approval of a Preventative Maintenance Agreement between Panola County and Stewart & Stevenson for maintenance on generators
- 17. To adopt payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2014
- 18 To adopt payment schedule for petit jurors and grand jurors for Fiscal Year 2014
- 19. To discuss and act upon adopting Order #2013-21 designating a day of the week for regular meetings of the Commissioners' Court each month
- 20. To review the County's Investment Policy and discuss and act upon adopting Resolution #2013-03 regarding same.
- 21. To appoint two (2) members to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2014 and ending December 31, 2015
- To appoint two (2) members to the Panola County Emergency Services District No 1 Board of Fire Commissioners for two year terms commencing January 1, 2014 and ending December 31, 2015.

- 23. To discuss and act upon adopting 2014 Mileage Reimbursement Schedule
- 24. To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1.
- 25 To discuss and act upon approving a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2.
- 26 To discuss and act upon adopting an Authorization to Make Optional Contribution to the County's Account in the Subdivision Accumulation Fund (SAF) with the Texas County & District Retirement System.
- 27. To discuss and act upon adopting Order #2013-22 with regards to committing fund balances in compliance with GASB-54
- 28 To discuss and act upon approving a Business Associate Agreement between US Script, Inc. and Panola County IHCP
- 29. To award the previously opened bid for Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk Bids shall also include Importing/linking Previously Filed Images to the Computer and Internet Site, Imaging Retrieval-Internet Service Going Forward, Cashiering/indexing-duplex Prints, Generic Indexing Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24. Lb Paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk
- 30. To discuss and act upon approving a proposed project to be conducted by Panola County pursuant to SB 1747 (enacted in 2013 by the Texas Legislature) to obtain grant funding from TxDOT for the planning, construction, reconstruction, and maintenance of public roads, bridges, and culverts in the County damaged by the exploration, development, or production of oil or gas.
- 31 To discuss and act upon hiring the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas to provide legal services to Panola County for a proposed SB 1747 project as described above.
- 32 To approve posting a notice for a public hearing scheduled for January 6, 2014 for the adoption of a County Energy Transportation Reinvestment Zone.
- 33. To discuss and act upon approving the installation of a 6 foot chain link security fence behind the Sammy Brown Library to limit access to area behind the Library and to secure things of importance stored there by the Panola County Sheriff's Department

- 34 To discuss and act upon approving an IHS Non-Exclusive License Agreement between Panola County, Texas and Indigent Healthcare Solutions, Ltd for the use of IHS software programs and related materials as it pertains to Panola County Indigents
- 35 To discuss and act upon approving an IHS Non-Exclusive License Agreement between Panola County, Texas and Indigent Healthcare Solutions, Ltd for the use of IHS software programs and related materials as it pertains to Panola County Sheriff's Department Indigent Inmates.
- 36. To discuss and act upon approving an increase in salary to \$16 06 per hour for Robert Tinkle, an Operator for the Panola County Road and Bridge Department, Precinct #1, effective December 10, 2013.
- 37. To discuss and act upon approving the purchase after January 1, 2014 of one (1) 2013 770G John Deere Motorgrader from Doggett Machinery through BuyBoard for use by the Panola County Road and Bridge Department, Precinct #4.
- 38. To discuss and act upon approving Warranty for Diamond Mower purchased through TB&S/BuyBoard for use by the Panola County Road and Bridge Department, Precinct #3.
- 39. To discuss and act upon approving a contract between Thomson Reuters and Panola County for West Law internet and subscription services for the Criminal District Attorney's Office.

ADJOURNMENT

Clara Jones CLARA JONES, COUNTY CLERK PANQLA COUNTY, JEXAS Ulanda Wilim Bv. Deputy

I, CLARA JONES, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 5TH DAY OF DECEMBER, 2013 AT 2:45 O'CLOCK P M.

rlara CLARA JONES, COUNTY CLERK PANOLACOUNTY. TEXAS endu By:

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IN MY OFFICE
JAN 13 2014
CLARA JONES COUNTY CLERK, PANGLACOUNTY, TEXAS
BY Laut un DEPUTY

HI FD FOR RECORD

The State of Texas The County of Panola

On this the 9th day of December, A D. 2013, 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 Frank R. Langley, Jr. Dale LaGrone County Judge Commissioner, Precinct #1 Commissioner, Precinct #2 Commissioner, Precinct #3 Commissioner, Precinct #4

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

OPEN MEETING:

PRAYER: Judge Anderson gave the prayer.

1. CITIZEN COMMENT:

Karen Marsalis addressed the Court about the buzzer security system at the Voter Registration Office.

2. COMMISSIONERS' REPORTS:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

There was no County Judge's Report.

4. CONSENT ITEMS:

PERSONNEL

a. To record a change in status of employment for Harold McLemore from Patrol Deputy to Detention Deputy with the Panola County Sheriff's Department effective November 27, 2013 at the rate of \$13.53 per hour.

b. To record a change in status of employment for Ronald Curtis Clinton from Detention Deputy to Patrol Deputy with the Panola County Sheriff's Department effective November 27, 2013 at the rate of \$18.71 per hour.

c. To approve and confirm the appointment of Charles Blue as a full-time Deputy Constable for Precincts #2 and #3, effective January 1, 2014 at the rate of \$19.28 per hour plus uniform allowance.

VOL.

d. To approve a confirm the appoint of Byron McMillen as a part-time Deputy Constable for Precincts #1 and #4, effective January 1, 2014 at the rate of \$19.28 per hour plus uniform allowance pending successful completion of drug screen and physical.

ROAD & BRIDGE

a. None.

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MISCELLANEOUS

a. To approve minutes of Commissioners' Court meetings held during the month of November, 2013.

b. To approve and record 2013 Budget Amendment No. 19.

c. To approve and record 2014 Budget Amendment No 1.

d. To record Panola County Tax Assessor/Collector's Vehicle Inventory for Interest Fund for Fiscal Year 2014.

REQUESTS FOR CONFERENCE ATTENDANCE

e. 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 Reserve Deputy Constable, Precincts #1 and #4, Byron McMillen and Panola County Treasurer Gloria Portman (3).

Commissioner Ronnie LaGrone moved and Commissioner Frank Langley seconded the motion to approve all the Consent Items. The motion passed unanimously.

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

5. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor. The motion passed unanimously. SEE COPY OF BILLS ATTACHED.

6. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to award the bid for Aviation Gasoline 100LL and Jet A Fuel for the Panola County Airport - Sharpe Field for Fiscal Year 2014 to **Avfuel Corporation.** The motion passed unanimously. SEE COPY OF BID ATTACHED.

7. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to approve Holiday Schedule for 2014. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.

8. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to adopt Order #2013-18 claiming an exemption from competitive bidding for Fiscal Year 2014 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.

9. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to adopt Order #2013-19 claiming exemption from competitive bidding for Fiscal Year 2014 for electric power, gas, water, and other utility services. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

10. Commissioner Frank Langley moved and Commissioner Dale LaGrone seconded the motion to adopt Order #2013-20 claiming exemptions from competitive bidding and competitive proposal requirements for Fiscal Year 2014 for food purchases for the Panola

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County Detention Center. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

11. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve a proposal from American Elevator Technologies for maintenance of the county elevators for a one (1) year period commencing January 1, 2014 for elevator located in the Panola County Courthouse and the elevator located in the Panola County Judicial Center. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

12. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve a proposal from Fire & Safety Equipment for fire extinguisher services for a one (1) year period commencing January 1, 2014. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

13. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to approve a proposal from S & W Filter Service for a one (1) year period commencing January 1, 2014. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

14. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to approve a proposal from **Advanced Pest Technology** for pest control for the Courthouse, Panola County Judicial Center, Panola County Sheriff's Department, Probation Offices, Panola County Detention Center for a one (1) year period commencing January 1, 2014. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

15. Commissioner Ronnie LaGrone moved and Commissioner Frank Langley seconded the motion to approve a proposal from Mutual Sprinklers for wet pipe sprinkler system maintenance and inspection services for the Panola County Judicial Center and the Panola County Detention Center for a one (1) year period commencing January 1, 2014. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

16. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion to approve a preventive maintenance agreement between Panola County and Stewart and Stevenson for maintenance on generator at the Detention Center. The motion passed unanimously. SEE COPY OF PROPOSAL ATTACHED.

17. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt the payment schedule for election workers in elections supervised by Panola County including election judges, alternate election judges and election clerks for Fiscal Year 2014 same as 2013. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.

18. Judge Anderson moved and Commissioner Frank Langley seconded the motion to adopt a payment schedule for petit jurors and grand jurors for Fiscal Year 2014. The motion passed unanimously. SEE COPY OF SCHEDULE ATTACHED.

19. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to adopt Order #2013-21 designating a day of the week for regular meetings of the Commissioners' Court each month. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

20. Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to adopt Resolution 2013-03 regarding the County's Investment Policy. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.

21. Commissioner Ronnie LaGrone moved and Commissioner Frank Langley seconded the motion to appoint Steve Conroy and Cliff Todd to the Panola County Airport-Sharpe Field Advisory Board for two year terms commencing January 1, 2014 and ending December 31, 2015. The motion passed unanimously. SEE COPY OF APPOINTMENT ATTACHED.

22. Commissioner Frank Langley moved and Commissioner Dale LaGrone seconded the motion to appoint Palmer Fuselier and Rebecca Joffrion to the Panola County Emergency Services District No. 1 Board of Fire Commissioners for two year terms commencing January 1, 2014 and ending December 31, 2015. The motion passed unanimously. SEE COPY OF APPOINTMENT ATTACHED.

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23. Commissioner John Gradberg moved and Commissioner Ronnie LaGrone seconded the motion to adopt the 2014 Mileage Reimbursement Schedule. The motion passed unanimously. SEE COPY OF MILEAGE SCHEDULE ATTACHED.

24. Commissioner Frank Langley moved and Commissioner Dale LaGrone seconded the motion to approve a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #1. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

25. Commissioner Frank Langley moved and Commissioner Ronnie LaGrone seconded the motion to approve a Software License and Maintenance Agreement between KellPro and Panola County for Panola County Justice of the Peace, Precinct #2. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

26. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to adopt an Authorization to Make Optional Contribution to the County's Account in the Subdivision Accumulation Fund (SAF) with the Texas County and District Retirement System. The motion passed unanimously. SEE COPY OF AUTHORIZATION ATTACHED.

27. Judge Anderson moved and Commissioner Ronnie LaGrone seconded the motion to adopt Order #2013-22 with regard to committing fund balances in compliance with GASB-54. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

28. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve a Business Associate Agreement between US Script, Inc and Panola County IHCP. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

29. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve the bid for Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk. Bids shall also include Importing Retrieval-Internet Service Going Forward, Cashiering/Indexing-duplex Prints; Generic Indexing Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24 lb. paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk to **ACS.** The motion passed unanimously. SEE COPY OF BID ATTACHED.

30. Commissioner Dale LaGrone moved and Commissioner John Gradberg seconded the motion **not to approve** a project to be conducted by Panola County pursuant to SB 1747 (enacted in 2013 by the Texas Legislature) to obtain grant funding from TxDOT for the planning, construction, reconstruction, and maintenance of public roads, bridges, and culverts in the County damaged by the exploration, development or production of oil or gas. The motion passed unanimously.

31. To discuss and act upon hiring the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas to provide legal services to Panola County for a proposed SB 1747 project as described above. No action taken.

32. To approve posting a notice for a public hearing scheduled for January 6, 2014 for the adoption of a County Energy Transportation Reinvestment Zone. No action taken.

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Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone 33. seconded the motion to approve the installation of a 6 foot chain link security fence behind the Sammy Brown Library to limit access to area behind the Library and to secure things of importance stored there by the Panola County Sheriff's Department. The motion passed unanimously. SEE ESTIMATE ATTACHED.

34. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve an IHS Non-Exclusive License Agreement between Panola County, Texas and Indigent Healthcare Solutions, Ltd. for the use of IHS software programs and related materials as it pertains to Panola County Indigents. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

35. Commissioner Ronnie LaGrone moved and Commissioner John Gradberg seconded the motion to approve an IHS Non-Exclusive License Agreement between Panola County, Texas and Indigent Healthcare Solutions, Ltd. for the use of IHS software programs and related materials as it pertains to Panola County Sheriff's Department Indigent Inmates. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.

36. Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve an increase in salary to \$16.06 per hour for Robert Tinkle, an Operator for the Panola County Road and Bridge Department, Precinct #1, effective December 10, 2013. The motion passed unanimously.

37. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve the purchase after January 1, 2014 of one (1) 2013 770G John Deere Motorgrader from Doggett Machinery through BuyBoard for use by the Panola County Road and Bridge Department, Precinct #4. The motion passed unanimously.

Commissioner Frank Langley moved and Commissioner Dale LaGrone 38. seconded the motion to approve the Warranty for Diamond Mower purchased through TB&S/BuyBoard for use by the Panola County Road and Bridge Department, Precinct #3. The motion passed unanimously. SEE COPY OF WARRANTY ATTACHED.

39. Commissioner Ronnie LaGrone moved and Commissioner Frank Langley seconded the motion to approve a contract between Thomson Reuters and Panola County for West Law internet subscription services for the Criminal District Attorney's Office. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.

The meeting was then adjourned.

Dated the 9th day of December, 2013

END

David L. Anderson, County Judge

ATTEST -n Ð Clara Jones, County/Clerk, Panola County, Texas



ers Crist Minutes December 9, 2013 VOL um 3 Marsalis Marsalis 8 am PAGE 5 69 da)

CONSENT

TEMS

VOL. 86 PAGE 570 PANOLA COUNTY SHERIFF'S OFFICE

Office 903 693.0333 Fax. 903 693 9366



314 W Wellington Carthage, Texas 75633

Sheriff Kevin Lake

November 25, 2013

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

Dear Judge Anderson,

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

- 1. Please record a change in status for Patrol Deputy Harold McLemore to Detention Deputy effective November 27, 2013 at a pay rate of \$13.53 per hour.
- 2. Please record the change in status for Detention Deputy Ronald Curtis Clinton to Patrol Deputy effective November 27, 2013 at a pay rate of \$18.71 per hour.

Sincerely,

KEake.

Kevin Lake, Sheriff Panola County, Texas

CC: Sidney Burns Gloria Portman

Honesty, Integrity, Service

VOL.

86 PAGE 571



MITCH NORTON PANOLA COUNTY CONSTABLE #2 & #3

110 S. SYCAMORE ST. Room 102 A Carthage, Tx 75633 903-693-0385 903-693-0342 - FAX CHARLIE BLUE PANOLA COUNTY DEPUTY CONSTABLE

December 2, 2013

To approve and confirm the appointment of Charles Blue as Full time deputy constable for Panola County Constable Precincts #2 & #3, effective January 1, 2014, at rate of pay being \$19.28 per hour plus uniform allowance

Sincerely,

onton 1

Mitch Norton Panola County Constable Precincts #2 & #3

VOL. 86 PAGE 572 County of Panola



Bryan Murff Constable Precincts 1 & 4 314 W Wellington Street Carthage, Texas 75633

December 5, 2013

To approve and confirm the appointment of Byron McMillen as a Part-Time Deputy Constable for Panola County Constable Precincts #1 & #4, effective January 1, 2014, at rate of pay being \$19 28 per hour plus uniform allowance pending successful completion of drug screen and physical

Sincerely,

Bay Muff

Bryan Murff Panola County Constable Precincts #1 & #4



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PANOLA COUNTY 2013 BUDGET AMENDMENT #19 December 9, 2013

	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND				
EXPENDITURES				
MISCELLANEOUS &	NON-DEPARTMEN	TAL		
	100-409-54110	DUES MEMBERSHIP & FEES STATE	60	
	100-409-54420	POSTAGE	(60)	
				0
DISTRICT COURT				
	100-435-53120	LAW BOOKS	271	
	100-435-55270	FURNITURE & EQUIPMENT	(271)	
				0
DISTRICT CLERK				
DISTRICT CLERK	100-450-53100	OFFICE SUPPLIES & REPAIRS	1,500	
	100-450-55270	FURNITURE & EQUIPMENT	(1,500)	
	<u></u>			0
CRIMINAL DISTRICT	ATTORNEY			
	<u>100-477-53120</u>	LAW BOOKS	300	
	100-477-54150	PROFESSIONAL SERVICES	(300)	
				0
SHERIFF				
	<u>100-560-53100</u>	OFFICE SUPPLIES & REPAIRS	1,000	
	<u>100-560-53920</u>	UNIFORMS	3,500	
	<u>100-560-54270</u>	CONFERENCES AND DUES	(8,000)	
	<u>100-560-54430</u>	UTILITIES	(1,000)	
	100-560-54540	PARTS REPAIRS GAS AND TRANS	(21,000)	
	<u>100-560-54870</u>	ANIMAL CONTROL	(7,000)	
	<u>100-560-55270</u>	FURNITURE & EQUIPMENT	32,500	
				0
CORRECTIONS/JAIL				
	<u>100-570-53560</u>	REPAIR & MAINTENANCE SUPPLY	(2,000)	
	<u>100-570-54082</u>	JAIL BOARD-PRISONERS FOOD ETC.	(10,000)	
	<u>100-570-54430</u>	UTILITIES	(4,000)	
	<u>100-570-55270</u>	FURNITURE & EQUIPMENT	16,000	

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	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
911/RURAL ADD	DRESSING			
	<u>100-575-53160</u>	SIGNS & POST	400	
	<u>100-575-54270</u>	CONFERENCES AND DUES	(400)	
				(
GRAND TOTAL G	GENERAL FUND		_	(
ROAD & BRIDGE EXPENDITURES	E FUND			
PCT.4		REPAIR AND MAINTENANCE SUPPLIES	(5,000)	
	<u>200-624-53560</u>	LUMBER PILING & CULVERTS	(5,000) 5,000	
	<u>200-624-55290</u>			
GRAND TOTAL F	ROAD & BRIDGE FUND			
GRAND TOTAL F LIBRARY CONST REVENUE			_	
LIBRARY CONST		CASH BALANCE BEGINNING OF YEAR		
LIBRARY CONST				
LIBRARY CONST	RUCTION FUND	CASH BALANCE BEGINNING OF YEAR		24,35
LIBRARY CONST	RUCTION FUND	CASH BALANCE BEGINNING OF YEAR		
LIBRARY CONST REVENUE	RUCTION FUND	CASH BALANCE BEGINNING OF YEAR		
LIBRARY CONST REVENUE	RUCTION FUND 910-360-41001	CASH BALANCE BEGINNING OF YEAR INTEREST EARNINGS	4,913	
LIBRARY CONST REVENUE	RUCTION FUND 910-360-41001 910-700-58800	CASH BALANCE BEGINNING OF YEAR INTEREST EARNINGS TRANSFER OUT TO GENERAL FUND	4,913	
LIBRARY CONST REVENUE	RUCTION FUND 910-360-41001 910-700-58800 910-650-55320	CASH BALANCE BEGINNING OF YEAR INTEREST EARNINGS TRANSFER OUT TO GENERAL FUND CONSTRUCTION	4,913 68,589 (14,742)	
LIBRARY CONST REVENUE	RUCTION FUND 910-360-41001 910-700-58800 910-650-55320 910-650-56160	CASH BALANCE BEGINNING OF YEAR INTEREST EARNINGS TRANSFER OUT TO GENERAL FUND CONSTRUCTION ARCHITECT FEES	4,913 68,589 (14,742) (5,816)	

PANOLA COUNTY 2013 **BUDGET AMENDMENT #19**

We hereby amend the Panola County Budget for the Fiscal Year 2013 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 2013.

Signed on this <u>Ith</u> day of <u>Necember</u>, 2013. Sounty Judge Commissioner Precinct # 1 ommissioner 1 Commissioner Precinct # 4 ommissioner Precin¢¶#2

Passed and approved by the Commissioners Court of Panola County on the $\underline{\mathcal{I}}_{\mathcal{L}}^{\mathcal{L}}$ day

of

December, 2013 as the same appears on file in the office of the County

Clerk of Panola County.

TU County Clerk



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PANOLA COUNTY 2014 BUDGET AMENDMENT #1 December 9, 2013

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND			
EXPENDITURES			
MISCELLANEOUS & NON-DEPARTMEN	TAL		
<u>100-409-54101</u>	COMPUTER SERVICES & SUPPLIES	(2,708)	
			(2,708)
JUSTICE OF THE PEACE PCT 1 & 4			
<u>100-455-54100</u>	PROFESSIONAL SERVICES COMPUTER	1,354	
			1,354
JUSTICE OF THE PEACE PCT 2 & 3			
<u>100-457-54100</u>	PROFESSIONAL SERVICES COMPUTER	1,354	
			1,354
CRIMINAL DISTRICT ATTORNEY			
<u>100-477-51030</u>	ADMINISTRATIVE ASSISTANT	29,086	
<u>100-477-51050</u>	SECRETARIES	(29,086)	
			0
GRAND TOTAL GENERAL FUND			0

PANOLA COUNTY 2014 **BUDGET AMENDMENT #1**

We hereby amend the Panola County Budget for the Fiscal Year 2014 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 2014.

Signed on this <u>Ath</u>day of <u>December</u>, 2013.

County Jud

Commissioner Precinct # 1

ommissioner Precinct # 2

Commissioner Preci

Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 9^{tt} day

of

December, 2013 as the same appears on file in the office of the County

Clerk of Panola County.

Du County Clerk



8.6 PAGE 578



FISCAL YEAR 2014 VEHICLE INVENTORY TAX INTEREST FUND

Fund: 190 - V.I.T. INTEREST REVENUES

	CASH BALANCE	744	
<u>190-360-41001</u>	INTEREST EARNINGS	100	
		844	
EXPENDITURES			
<u>190-499-51040</u>	DEPUTIES	585	
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	45	
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	141	
<u>190-499-52040</u>	WORKERS COMPENSATION	10	
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	3	
<u> 190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	60	
	Fund 862 Total:	844	
Achluie Cra	where c		12/5/13
APPROVED BY DEBBIE	CRAWFORD, PANOLA COUNTY TAX ASSESSOR/CC	DLLECTOR	DATE

In accordance with section 111.095 of the local government code I hereby approve and submit this budget to the county budget officer.

	VOL. 86 PAGE 579 APPROVED 12-09-2013 PANOLA COUNTY OFFICIAL/EMPLOYEE JEST FOR ATTENDANCE AT A CONFERENCE OF COMMUNICATION David L. Anderson,
	County Judge
NAME:	Byron McMiller
POSITION:	Deputy
DEPARTMENT:	Constable 144
DATE.	
CONFERENCE:	Civil Process Seminar.
LOCATION:	Calveston, Tr
DATES:	Feb 2,2014 to Feb 5, 2014
NUMBER OF DAYS	OUT OF OFFICE FOR THIS CONFERENCE:4
Does the conference	e meet your educational requirements for the year? <i>No</i>
If not, how much of	your requirements will be met by this conference? $20 h_{\nu s}$
How much of your re	equirements have been met already, not counting this conference?
None	
	e you been away from your job this year for conferences, not ence? <i>Mme</i>
Do you have sufficie	ent funds in your budget for this conference? $\underline{Y_{e,f}}$
	ent explaining the public purpose that will be met by your onference: (continue on the back if necessary.)
Require	I Training fan Deputy Constables

VOL. 86 -PA	GE 580	APPROVED
	PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE	12-09-2013 David L Anderson,
		County Judge
NAME:	Gloria Lortman	
POSITION:	Lounty Weagurer	
DEPARTMENT:	Lounty Treacurer	
DATE:	12.2.2013	
CONFERENCE:	CAT-Region 10 (Demi-Annu:	al Meeting)
LOCATION:	Lufkin, Texas (tentatively))
DATES:	tebrusing 2014 to specific de	Ite UNKNOWN
NUMBER OF DAY	'S OUT OF OFFICE FOR THIS CONFERENCE:	1
Does the confere	nce meet your educational requirements for the y	ear?D
If not, how much	of your requirements will be met by this conferen	ce?
How much of y	our requirements have been met already, not	counting this
conference?		
How many days I	have you been away from your job this year for co	nferences, not
-	nference?	
Do you have suff	icient funds in your budget for this conference? _	Yeb
attendance at this	atement explaining the public purpose that will is conference: (continue on the back if necessary.))
This is	a networking seddion of ge	venteen
treasure	<u>re.</u>	
<u> </u>		

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	VOL. 86 page 581 approved
	PANOLA COUNTY OFFICIAL/EMPLOYEE
	AT A CONFERENCE David L. Anderson,
	County Judge
NAME:	Coloria Fortman
POSITION:	Dunty heasurer
DEPARTMENT:	Lounty Trezeurer
DATE:	12-2-2013
CONFERENCE:	A2nd Annual Treacuvers Ceminar
LOCATION:	Austin. Texas
DATES:	April 21,2014 to April 24.2014
NUMBER OF DAY	YS OUT OF OFFICE FOR THIS CONFERENCE:
Does the confere	ence meet your educational requirements for the year?
If not, how much	of your requirements will be met by this conference?
How much of y	our 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 co	nference?
Do you have suf	ficient funds in your budget for this conference? <u>426</u>
	atement explaining the public purpose that will be met by your s conference: (continue on the back if necessary.)
Agenda o	E speakers presentations has not been
finalized.	Lipically Chie Seminar offere hours
toward C	vertification.)
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VOL. 86 PA	DE 582	APPROVED
	PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE	12-09-2013
	AT A CONFERENCE	David L Anderson,
	Mar Portonan	County Judge
NAME:	Blovia Fortman	
POSITION:	L'OUNTY Treasurer	
DEPARTMENT:	1°DUNTY TREAGURER	
DATE:	12.2.2013	
		,
CONFERENCE:	CTAT- Kegion 10 [BRMi-Annial	Meeting)
LOCATION:	NUPKin, Texar (tentatively)	
DATES:	August 2014 to Specific d2	Ite un Known
NUMBER OF DAY	'S OUT OF OFFICE FOR THIS CONFERENCE:	
Does the confere	nce meet your educational requirements for the ye	ear?0
If not, how much	of your requirements will be met by this conference	ce?
How much of y	our requirements have been met already, not	counting this
conference?		·
How many days	have you been away from your job this year for co	nferences, not
counting this co	nference?	
Do you have suff	icient funds in your budget for this conference?	Ges
attendance at thi	atement explaining the public purpose that will b s conference: (continue on the back if necessary.)	
this is	a networking cession of a	eventeen
traguere		•
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86 page 584



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Panola County, Texas

Payment Register

APPKT02830 - CC PC POOL 12-9-2013

01 - Vendor Set 01

Bank: PANOLA CO	OUNTY POOL - P	PANOLA COUNTY POOLED CASH				
Vendor Number	Vendor Filed	As				Total Vendor Amount
0798	AT&T					589 00
Payment Type	Payment Num	nber			Payment Date	
Check					12/05/2013	589 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	
6939082200		ACCT#831-000-1241 177 - NOV 19 2013 TO DEC 18 2013	•	12/03/2013	0 00	589 00
				,,		
Vendor Number	Vendor Filed A	As				Total Vendor Amount
<u>1683</u>	АТ&Т					41.35
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					12/05/2013	41 35
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>11.18 13</u>		ACCT#128353102-2 - 10/19/13 TO 11/18/13	12/03/2013	12/03/2013	0 00	41 35
Vendor Number	Vendor Filed A	As				Total Vendor Amount
<u>4455</u>	AFFILIATED CC	OMPUTER SERVICES				4,609 46
Payment Type	Payment Num	iber			Payment Date	Payment Amount
Check					12/05/2013	4,609 46
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>971129</u>		CUST#289579, ORDER #1116090-INDEXING, IMAGING	12/03/2013	12/03/2013	0.00	7,196 96
<u>CM 971129</u>		INTERNET REBATE OCT 2013	12/03/2013	12/03/2013	0 00	-2,587 50
Vendor Number	Vendor Filed A	As				Total Vendor Amount
<u>3774</u>		RE DISTRIBUTORS, INC.				7,386.48
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check					12/05/2013	7,386 48
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>S041172306</u>		P O #57220 - TIRES	12/03/2013	12/03/2013	0 00	6,663 44
<u>\$041398102</u>		4 TIRES	12/04/2013	12/04/2013	0 00	723 04
Vendor Number	Vendor Filed A	A				Total Vendor Amount
1340	ANDERSON TR					381 30
Payment Type	Payment Num				Payment Date	
Check	rayment num				12/06/2013	381 30
Payable Nun	her	Description	Payable Date	Due Date	Discount Amount	
<u>05342</u>		P O #57284 - REBUILD KIT,UPS,LABOR	12/06/2013	12/06/2013	0.00	381 30
<u></u>			, 00, _00		0.00	501 00
Vendor Number	Vendor Filed A	As				Total Vendor Amount
1468	ANIMAL MEDI	CAL CENTER				142 00
Payment Type	Payment Num	nber			Payment Date	Payment Amount
Check	-				12/06/2013	142.00
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>439718</u>		RIKSJA CARE	12/06/2013	12/06/2013	0 00	142 00
Vendor Number	Vendor Filed A	-				Total Vendor Amount
<u>1898</u>	AUTO EXPRES				_ . _	170 62
Payment Type	Payment Num	ber			Payment Date	-
Check	- h	Description	Daviable Det	Due Dete	12/05/2013	170.62
Payable Num	nper	Description	Payable Date	Due Date	Discount Amount	•
<u>39313</u>			11/25/2013	11/25/2013	0 00	57 56
<u>39322</u>			11/25/2013	11/25/2013	0 00	55 50
<u>39341</u>		VEHICLE MAINTENANCE	12/03/2013	12/03/2013	0 00	57 56

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12.2 Payment Vers Payment	P≆yment Register					APPK102050 -	
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111 DECARDENTICS, INC Total Total Payment Type Payment Type Payment Type Payment Type Payment Type 0271122 5.00 RED CEMINIALS STUCK RIGHT FLAP 12/03/2013 12/03/2013 12/03/2013 10.00 329 56 0271123 1.000 JURY SUMMONS-GREEN 12/03/2013 12/03/2013 12/03/2013 10.00 329 56 0271124 NOM NAHING OF MERTS 12/03/2013 12/03/2013 12/03/2013 10.00 329 56 0271125 1.000 JURY SUMMONS-GREEN 12/03/2013 12/03/2013 10.00 380 00 0360 Payment Type Paymen	-	ibei	•	-			-
Payment Type Payment Number Payment							
Payble Number 6071184Decingtion 1000 UNP SUMMONS- GREATS 1000 UNP	Payment Type					•	Payment Amount
1 057.1321.500 RED CRIMINAL SHUCK RIGHT FLAP 1.000 JURY SUMMONS-GREEN1.203/20131.203/20130.00.590 ef 350 of 350 of 		nber	Description	Pavable Date	Due Date		
Definition2007,003 2007,20032008,0000 00 2017,20032017 2003,0000 00 2017,20032017 2003,0002017 2017,20032017 2017 20172017 2017,20032017 2017 20172017 2017,20032017 2017 2017,20032017 2017 2017 2017,20032017 2017 2017 2017,20032017 2017 2017 2017,20032017 2017 2017 2017,20032017 2017 2017,2003201	-		•	-			-
Vendor Number Vendor Filed A: BOOK T SPECIALTICS, LLC Total Vendor Amount 380.00 Payment Type Payment Number Description NADO KEPARIS Payable Date Discourt Amount Due Date 12/25/2013 Discourt Amount 2000 Discourt Amount 2000 <thd< td=""><td></td><td></td><td>500 WARNING OF RIGHTS</td><td></td><td></td><td>0 00</td><td>241 72</td></thd<>			500 WARNING OF RIGHTS			0 00	241 72
BASS Private Private CheckBecomposing Private Private Based 	<u>0671513</u>		1,000 JURY SUMMONS-GREEN	12/03/2013	12/03/2013	0 00	195 23
Lock 1/25/2013							
Payable with size Bacingtion gamma field Bacin		Payment Nu	Imber			•	•
1316 RADIO REPARS 11/25/2013 11/25/2013 11/25/2013 0.00 380.00 0556 BROXESHUE BROTHERS, INC Total Vendor Allow 74.40 Payment Type		nber	Description	Pavable Date	Due Date		
0556 BOOKSHIRE BOTHERS, INC 74 d0 Payment Type Payment Type <td>•</td> <td></td> <td>RADIO REPAIRS</td> <td>-</td> <td></td> <td></td> <td>,</td>	•		RADIO REPAIRS	-			,
Check 12/06/2013 74.40 Payable Number Description 000 74.40 1122.11 GROCERIES FOR JAIL Due Date Discount Amount Payable Amount 100 Payable Number BUBBA COLEMAN Payable Amount 2,772 00 Payment Type Payment Type <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
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10.09-13 10.9-13 9/7/13 P/UP 7 JENNY'S AT 1096 CR 432 9/7/13 P/UP 1 SPOTTED JACK AT 427 CR 265 12/06/2013 12/06/2013 12/06/2013 12/06/2013 0.00 521.00 Vendor Number Vendor Filed J Total Vendor Amount 5,826 47 Total Vendor Amount 12/05/2013 12/06/2013 12/06/2013 0.00 521.00 Payment Type Payment Type Payment Amount 12/05/2013 Total Vendor Amount 12/05/2013 5,826 47 Payable Number Description Payable Date 00572032 Payable SupplieS Due Date 12/04/2013 Discount Amount 12/04/2013 0.00 61.02 00572530 P 0 #57217 - CULVERTS AND CPLGS INV800570315 11/25/2013 11/25/2013 11/25/2013 0.00 5,719 60 2351 CALDWELL COUNTRY CHEVROLET LLC Payable Date 12/04/2013 Due Date 12/04/2013 Due Date 12/06/2013 Payment Amount 12/05/2013 21,182.00 Payment Type Payment Vert EQUINOX VIN#9215 Payable Date 21/20/2013 Due Date 12/06/2013 12/06/2013 0.00 21,182.00 1018 CARTHAGE AUTOMOTIVE Payable Number Vendor Filed Amount 12/05/2013 12/06/2013 12/06/2013 0.00 21,182.00 1018 CARTHAGE AUTOMOTIVE Payment Amount 12/0		nhor	Description	Pavable Date	Due Date		,
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Payment TypePayment NumberPayment							
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00571012 00572530 INV#00570315PAINTING SUPPLIES P 0 #57217 - CULVERTS AND CPLGS REMAINING BALANCE OF INVOICE ORIGINALLY \$96 7112/04/201312/04/20130 0061 02 5,719 6011/25/2013 12/04/201311/25/2013 12/04/201311/25/2013 12/04/20130 005,719 6011/25/2013 3361CALDWELL COUNTRY CHEVROLET LLCTotal Vendor Amount 21,182.00Payment Type Payment Type 56179215Description 2014 CHEV EQUINOX VIN#9215Payable Date 12/06/2013Due Date 12/06/2013Discount Amount 21,182.00Vendor Number CheckVendor Filed As CARTHAGE AUTOMOTIVEDescription 2014 CHEV EQUINOX VIN#9215Payable Date 12/06/2013Discount Amount 12/06/2013Payable Automount 21,182.00Vendor Number CheckVendor Filed As CARTHAGE AUTOMOTIVEDescription 2014 CHEV EQUINOX VIN#9215Total Vendor Amount 12/06/2013Discount Amount 21,182.00Vendor Number 1613CARTHAGE AUTOMOTIVEFayable Automount 21,182.00Discount Amount 21,182.00621 82Payable Number CheckDescription 2014 CHEV EQUINOX VIN#9215Payable Automount 12/06/2013Payable Automount 21,182.00621 82Payable Number CheckDescription 2014 CHEV EQUINOXPayable Automount 21/25/2013Discount Amount 2014Payable Automount 2014 CHEV EQUINCA133869VEHICLE MAINTENANCEPayable Date 21,25/2013Discount Amount 2014Payable Amount 2014 CHEV EQUINCA		Payment Nu	mber			•	•
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INV#00570315REMAINING BALANCE OF INVOICE ORIGINALLY \$967112/04/201312/04/20130 0045 85Vendor Number 3361CALDWELL CUNTRY CHEVROLET LLCETotal Vendor Amount 21,182.00Payment Type Payable Number 56179215Payment NumberPayment NumberPayment Amount 12/06/2013Payment DataPayable Number 56179215Description 2014 CHEV EQUINOX VIN#9215Payable Data 12/06/2013Due Date 12/06/2013Discount Amount 12/06/2013Payable Amount 21,182.00Vendor Number 1618Vendor Files CARTHAGE UNDTIVEVendor Siles Payment TypeVendor Files Payment DataVendor Siles Payment DataVendor Amount 21,182.00Payable Data Payable DataDue Date 12/06/2013Discount Amount 21,182.00Payable Amount 21,182.00Payment Type Payment TypePayment Number Payment TypePayment Number Payment DataPayment DataPayment Amount 21,182.00Payable Number CheckVendor Files Payment TypePayment Number Payment DataPayment DataPayment Amount 21,205/2013Payment DataPayable Number CheckVendor Files Payment TypePayment Number Payment DataPayment Amount 21,205/2013Payment DataPayment Amount 21,205/2013Payable Number CheckVendor Files Payment DataPayment DataPayment Amount 21,205/2013Payment DataPayment Amount 21,205/2013Payable Number Lings Payable Number Lings Payable Number Lings Payable DataPayment Payable DataPayment Payment 21,205/2013				• •	, .		
Vendor NumberVendor Filed AsTotal Vendor Amount3361CALDWELL COUNTRY CHEVROLET LLC21,182.00Payment TypePayment NumberPayment AmountCheck12/06/201321,182.00Payable NumberDescriptionPayable DateDue DateDiscount Amount561792152014 CHEV EQUINOX VIN#921512/06/201312/06/20130.0021,182.00Vendor NumberVendor Filed AsTotal Vendor Amount12/06/201312/06/20130.0021,182.00Vendor NumberVendor Filed AsTotal Vendor Amount12/06/201312/06/201312/06/20130.0021,182.00Vendor NumberVendor Filed AsTotal Vendor Amount12/05/20130.0021,182.00621.82Payment TypePayment NumberDescriptionPayable Auront621.82621.82Payable NumberDescriptionPayable DateDue DateDiscount Amount12/05/2013621.82Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount1-38869VEHICLE MAINTENANCE11/25/201311/25/20130.00244.41							
3361CALDWELL CUNTRY CHEVROLET LLC21,182.00Payment TypePayment TypePayment NumberPayment Amount 12/06/2013Payment Date 12/06/2013Payment Date 12/06/2013Payment Amount 12/06/2013Payment Amount 12/06/2013Payable Amount 12/05/2013Payable Amount 12/05/201	<u>INV#005703</u>	15	REMAINING BALANCE OF INVOICE ORIGINALLY \$96 71	12/04/2013	12/04/2013	0 00	45 85
Payment TypePayment NumberPayment NumberPayment Amount 12/06/2013Payment DatePayment Amount 12/06/2013Payment Amount 12/05/2013Payment Amount 12/05/2013Pay							
Payable Number Description Payable QUINOX VIN#9215 Payable Date Due Date Discount Amount Payable Amount 56179215 2014 CHEV EQUINOX VIN#9215 12/06/2013 12/06/2013 0.00 21,182 00 Vendor Number Vendor Filed → CARTHAGE AUTOMOTIVE Total Vendor Amount 12/06/2013 12/06/2013 0.00 21,182 00 1618 CARTHAGE AUTOMOTIVE Total Vendor Amount Fayament Type Payment Type <td>Payment Type</td> <td></td> <td></td> <td></td> <td></td> <td>•</td> <td>Payment Amount</td>	Payment Type					•	Payment Amount
56179215 2014 CHEV EQUINOX VIN#9215 $12/06/2013$ $12/06/2013$ 0.00 $21,182$ 00Vendor NumberVendor Filed \rightarrow Vendor NumberVendor Filed \rightarrow Total Vendor Amount 1618 CARTHAGE AUTOMOTIVETotal Vendor Amount 621 82Payment TypePayment TypePayment TypePayment TypePayment TypePayment TypeCheckDescriptionPayable DateDue DateDiscount AmountPayable Amount $1-38869$ VEHICLE MAINTENANCE $11/25/2013$ $11/25/2013$ 0.00 244.41			Description	Devel-1- Det	D		•
1618 CARTHAGE AUTOMOTIVE 621 82 Payment Type Payment Number Payment Number Payment Amount Check 12/05/2013 621 82 Payable Number Description Payable Date Due Date Discount Amount Payable Amount 1-38869 VEHICLE MAINTENANCE 11/25/2013 11/25/2013 0.00 244.41	•	nder	-	-			•
Payment Type Payment Number Payment Amount Check 12/05/2013 621 82 Payable Number Description Payable Date Due Date Discount Amount 1-38869 VEHICLE MAINTENANCE 11/25/2013 11/25/2013 0.00 244.41							
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Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount1-38869VEHICLE MAINTENANCE11/25/201311/25/20130.00244.41	• ••	rayment Nu				•	-
<u>1-38869</u> VEHICLE MAINTENANCE 11/25/2013 11/25/2013 0 00 244.41		mber	Description	Payable Date	Due Date	• •	
	•		•	-			•
					• •	0 00	377 41

Payment R	egiste
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Payment Date Payment Amount

12/04/2013

12/04/2013

12/04/2013

12/04/2013

Total Vendor Amount

5,428 63

Total Vendor Amount

Total Vendor Amount

2,086.40

Payment Amount

58 00

58 00

2,086.40

5,428 63

V [] Payment Register	86	PAGE 586			АРРКТ02830 -	CC PC POOL 12-9
Vendor Number	Vendor Filed	As				Total Vendor A
<u>4541</u>	CARTHAGE O	FICE SUPPLY				5,
Payment Type	Payment Nun	nber			Payment Date	•
Check					12/05/2013	5,428
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount	•
<u>107248</u>			11/02/2013	11/02/2013	0.00	198.78
<u>107272</u>		INDEXES AND CORRECTION TAPES	11/25/2013	11/25/2013	0 00	41 45
<u>107305</u>		STAPLES, PLANNERS, WALL PLANNERS	11/25/2013	11/25/2013	0.00	73.00
<u>107359</u>		RULED PADS	11/25/2013	11/25/2013	0 00	10 99
<u>107361</u>		CORRECTION TAPE, GLUE STICKS TONER	11/25/2013	11/25/2013	0.00	69.74
<u>107362</u> 1 <u>07363</u>		MISC OFFICE SUPPLIES	11/25/2013 11/25/2013	11/25/2013	0 00	431 98
<u>107364</u>		MISC OFFICE SUPPLIES	11/25/2013	11/25/2013 11/25/2013	0 00 0 00	82 75 595 85
<u>107375</u>		PRINTER LABELS	11/25/2013	11/25/2013	0 00	29 50
<u>107390</u>		TONER	11/25/2013	11/25/2013	0.00	59.00
<u>107391</u>		TONER	11/25/2013	11/25/2013	0.00	89 99
107392		TONER CARRIDGES	11/25/2013	11/25/2013	0 00	547.98
107395		NAVIGATOR PAPER	11/25/2013	11/25/2013	0 00	51 90
107404		INK CARTRIDGES	11/25/2013	11/25/2013	0 00	50 78
107405		TYPEWRITER RIBBONS, CALENDAR REFILLS	11/25/2013	11/25/2013	0 00	43 14
107406		MOUSE	11/25/2013	11/25/2013	0.00	43 69
107407		TONER	11/25/2013	11/25/2013	0 00	79 90
107413		CUSTOM STAMP	11/25/2013	11/25/2013	0 00	66 01
107415		ENVELOPES	11/25/2013	11/25/2013	0 00	86 60
107419		POST-IT NOTES AND COPY PAPER	11/25/2013	11/25/2013	0.00	39 75
<u>107451</u>		MISC OFICE SUPPLIES	11/25/2013	11/25/2013	0.00	138 13
<u>107452</u>		VHS TAPES	11/25/2013	11/25/2013	0 00	24 20
<u>107459</u>		CDR SPINDLE AND CD SLEEVES	12/03/2013	12/03/2013	0.00	150 42
<u>107461</u>		MISC OFFICE SUPPLIES	11/25/2013	11/25/2013	0 00	1,013 45
<u>107462</u>		TONER	12/03/2013	12/03/2013	0 00	289 56
<u>107463</u>		TONER AND REPORT COVERS	11/25/2013	11/25/2013	0.00	82 79
<u>107464</u>		CLASP ENVELOPES	11/25/2013	11/25/2013	0 00	15 99
<u>107470</u>		CUSTOM STAMP	11/25/2013	11/25/2013	0 00	38 48
<u>107477</u>		COPY STAMPS	11/25/2013	11/25/2013	0.00	40 65
<u>107479</u>		"SUBJECT TO CHANGE" STAMP	12/03/2013	12/03/2013	0 00	16 03
<u>107493</u>		IMPRINTED ENVELOPES	12/03/2013	12/03/2013	0 00	59 90
<u>107495</u>		BLACK PENS, BLUE PENS AND STAPLERS	11/25/2013	11/25/2013	0.00	52 26
<u>107508</u>		BUSINESS CARDS	12/03/2013	12/03/2013	0 00	47 50
<u>107509</u>		STIR STIX	11/25/2013	11/25/2013	0.00	4.46
<u>107510</u>			11/25/2013	11/25/2013	0 00	69 25
<u>107511</u>		STAPLES, ENVELOPES	12/03/2013	12/03/2013	0 00	94 00
<u>107512</u>		LEGAL FOLDERS	11/25/2013	11/25/2013	0 00	583 80
<u>107516</u>		PACKAGE TAPE	11/25/2013	11/25/2013	0.00	14.98
Vendor Number	Vendor Filed	As				Total Vendor A
<u>3753</u>	CARTHAGE PC	OST OFFICE				
Payment Type	Payment Nun	nber			Payment Date	Payment Amou
Check				_	12/05/2013	58
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount	•
<u>11 01 13</u>		BOX #709 SERVICE FEE	12/03/2013	12/03/2013	0 00	58.00
Vendor Number	Vendor Filed	As				Total Vendor A
<u>2704</u>	CDW GOVERN	IMENT, INC				2,
Payment Type	Payment Nun	nber			Payment Date	Payment Amou
Check					12/05/2013	2,086.
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
HD93658		2 HP SB 6305 A4-5300 500 GB AND MEDIA CARD READER		12/04/2013	0 00	866 42
<u>HF37839</u>		XEROX WORKCENTRE 6505DN PRINTER	12/04/2013	12/04/2013	0 00	494 01
LEE 70/2			12/04/2012	12/04/2012	0.00	500 79

Payment Date Payment Amount

<u>HF57943</u>

<u>HH30590</u>

MS OFFICE SOFTWARE

INK CARTRIDGES

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Payment Register					APPKT02830 - CC PC POOL 12-9-2013
Vendor Number	Vendor Filed	l As			Total Vendor Amount
<u>4203</u>	CENTERPOIN	IT ENERGY			474.66
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nur	mhar	Description	Douchio Doto	Due Dete	12/06/2013 24 50
12 04 13		ACCT#2784835-7 - 10/29/13 TO 11/26/13	Payable Date 12/06/2013	Due Date 12/06/2013	Discount Amount Payable Amount 0 00 24 50
Check				12,00,2015	
Payable Nur	mber	Description	Payable Date	Due Date	12/06/2013 450.16 Discount Amount Payable Amount
<u>12-04-13</u>		ACCT#7958728-3 - 10/29/13 TO 11/26/13	12/06/2013	12/06/2013	0 00 450 16
Vendor Number	Vendor Filed				Total Vendor Amount
2190 Payment Type	Payment Nu	RVICE CENTER			243 98 Payment Date Payment Amount
Check	i ayıncını nu	inder			Payment Date Payment Amount 12/05/2013 243 98
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>V06512-001</u>		OS SINK REPAIRS	11/25/2013	11/25/2013	0.00 243.98
Vendor Number 4335	Vendor Filed CHEM-SERV				Total Vendor Amount
Payment Type	Payment Nu				318 80 Payment Date Payment Amount
Check					12/05/2013 318.80
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>094737</u>		DEODERIZER	12/03/2013	12/03/2013	0 00 318 80
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>0290</u>		TEXACO BUSINESS CARD SERVICES			127 30
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nur	nher	Description	Payable Date	Due Date	12/06/2013 127 30 Discount Amount Payable Amount
<u>39764577</u>		ACCT#7898788620 - FUEL	12/06/2013	12/06/2013	0 00 127 30
Vendor Number	Vendor Filed	-			Total Vendor Amount
2786	CITY OF CART				36,726 00
Payment Type Check	Payment Nu	mper			Payment Date Payment Amount 12/05/2013 32,923 00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
DEC 2013		DEC 2013 MGMT/OPER OF TRANS STATION	12/04/2013	12/04/2013	0.00 32,923 00
Check					12/05/2013 3,803 00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>DEC. 2013</u>		DEC 2013 VET HOSPITAL/DUMPSTER FEES	12/04/2013	12/04/2013	0 00 3,803 00
Vendor Number	Vendor Filed	A-			Tabal Manadan Anna an
<u>3928</u>	COLOR GRAP				Total Vendor Amount 129.88
Payment Type	Payment Nu				Payment Date Payment Amount
Check					12/05/2013 129 88
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>104714</u>		VOTER REGISTRATION CARDS	11/25/2013	11/25/2013	0 00 129 88
Vendor Number	Vendor Filed				Total Vendor Amount
<u>1865</u>	CRAIG ELECT				977 50
Payment Type Check	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nur	nber	Description	Payable Date	Due Date	12/05/2013 977 50 Discount Amount Payable Amount
<u>8419</u>		LIGHT REPAIR IN ADULT PROBATION OFFICE	11/25/2013	11/25/2013	0.00 100 00
8420		LIGHT REPAIRS IN DETENTION CENTER	11/25/2013	11/25/2013	0 00 195 00
<u>8421</u>		LIGHT REPAIR IN VOTER REG OFFICE	11/25/2013	11/25/2013	0 00 260 00
<u>8424</u>		LIGHT REPAIRS IN CLERK OFFICES AND J P #1	11/25/2013	11/25/2013	0 00 422 50

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VOL.	O U FAU				
Payment Register					APPKT02830 - CC PC POOL 12-9-2013
Vendor Number	Vendor Filed A				Total Vendor Amount
<u>3655</u> Payment Type	CSET WORLDV Payment Num				127 50 Payment Date Payment Amount
Check	rayment num				12/06/2013 127.50
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>3405</u>		DECEMBER 2013 SERVICES	12/06/2013	12/06/2013	0 00 127 50
Vendor Number	Vendor Filed A				Total Vendor Amount
<u>3651</u> Payment Type	Payment Num	ITY TREASURER			11,700 00 Payment Date Payment Amount
Check	r ayment wan	ibei			12/05/2013 11,700 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>277251</u>		JOSEPH FARRINGTON, ME-IFS-13-13845-0002, 10/22/13	12/03/2013	12/03/2013	0.00 1,950 00
ME-IFS-13-1		CUST#1580-INV#277251-RAYMOND RANKIN	11/25/2013	11/25/2013	0 00 1,950.00
<u>ME-IFS-13-12</u>		CUST#1580-INV#277251-ROGER CHOICE	11/25/2013	11/25/2013	0 00 1,950 00
ME-IFS-13-12		CUST#1580-INV#277251-RYAN CANTRELL	11/25/2013	11/25/2013	0 00 1,950.00
<u>ME-IFS-13-13</u> ME-IFS-13-14		CUST#1580-INV#277251-CURTIS PUGH CUST#1580-INV#277251-JANICE SCOTT	11/25/2013 11/25/2013	11/25/2013 11/25/2013	0.00 1,950 00 0 00 1,950.00
<u>IME-IF3-13-14</u>	+070-0002	C031#1360-1107#277231-JANICE 3C011	11/23/2013	11/23/2013	0.00 1,950.00
Vendor Number	Vendor Filed A	As			Total Vendor Amount
<u>1234</u>	DEADWOOD V	N S C			29.15
Payment Type Check	Payment Num	nber			Payment Date Payment Amount 12/06/2013 29 15
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 30 13</u>		ACCT#557 - 10/29/13 TO 11/30/13	12/06/2013	12/06/2013	0 00 29.15
Vendor Number 3549	Vendor Filed A DEBBIE CRAW				Total Vendor Amount 592 75
Payment Type	Payment Num				Payment Date Payment Amount
Check					12/05/2013 592 75
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 26.13</u>		TRAVEL REIMB FOR CONFERENCE IN COLLEGE STATION	12/03/2013	12/03/2013	0 00 592.75
Vendor Number	Vendor Filed A				Total Vendor Amount
<u>2312</u>		WATER STORE			127 25
Payment Type	Payment Num	iber			Payment Date Payment Amount 12/06/2013 127 25
Check Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>54550</u>		5 GAL DELIVERED AND DELIVERY CHARGE	12/06/2013	12/06/2013	0 00 127 25
Mandan Number	Vender Filed (A			Total Vendor Amount
Vendor Number 4036	Vendor Filed A	AS OF INFORMATION RESOURCES			1.915 00
Payment Type	Payment Num				Payment Date Payment Amount
Check	•				12/05/2013 1,915 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>14100828N</u>		PH22000 OCT 1, 2013 TO OCT 31, 2013	11/25/2013	11/25/2013	0 00 1,915 00
Vendor Number	Vendor Filed A				Total Vendor Amount
<u>3936</u>	DODSON TRUC				16,940 00
Payment Type	Payment Num	iber			Payment Date Payment Amount
Check Payable Nun	nhor	Description	Payable Date	Due Date	12/05/2013 16,940 00 Discount Amount Payable Amount
<u>11208</u>		P O #57291 - 440 YDS CRUSHED CONCRETE	12/03/2013	12/03/2013	0 00 16,940.00
Vendor Number	Vendor Filed A	As			Total Vendor Amount
<u>2982</u>	EAST TEXAS A	-			22 00
Payment Type	Payment Num	nber			Payment Date Payment Amount
Check Boughio Nur		Description	Davabla Data	Due Date	12/06/2013 22 00 Discount Amount Payable Amount
Payable Nur <u>711114</u>	nver	Description MONITOR SERVICE-FIRE ALARM 12/1/13 TO 12/31/13	Payable Date 12/06/2013	12/06/2013	0 00 22 00

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Payment Register						C PC POOL 12-9-2013
Vendor Number	Vendor Filed	As				Total Vendor Amount
1880	EAST TEXAS					25.00
Payment Type	Payment Nu	mber			Payment Date	
Check					12/05/2013	25 00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>NOV 2013</u>		DAVID GRAY ANNUAL MEMBERSHIP	12/03/2013	12/03/2013	0.00	25 00
Vendor Number	Vendor Filed	As				Total Vendor Amount
2467		MEDICAL CENTER CARTHAGE-INDIGENT				16,697.35
Payment Type	Payment Nu				Payment Date	Payment Amount
Check					12/05/2013	16,697.35
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>11 25.13</u>		INDIGENT HEALTHCARE JUNE TO NOVEMBER 2013	12/04/2013	12/04/2013	0 00	16,697 35
Vendor Number	Vendor Filed	A-				
4029	ETMC TYLER					Total Vendor Amount 212 47
Payment Type	Payment Nu				Payment Date	
Check					12/05/2013	212.47
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	
CUMBO, DER	<u>WICK</u>	DERWICK L CUMBO, 11/1/12, DOB-3/24/65	11/25/2013	11/25/2013	0 00	212 47
Vendor Number	Vendor Filed					Total Vendor Amount
0708 Pourmont Turns					Dourse and Date	232 15
Payment Type Check	Payment Nu	mber			Payment Date 12/06/2013	Payment Amount 232 15
Payable Nun	nher	Description	Payable Date	Due Date	Discount Amount P	
11472		SEMI-ANN INSPECTION	12/06/2013	12/06/2013	0.00	232 15
			, , -,	····		
Vendor Number	Vendor Filed					Total Vendor Amount
<u>0412</u>		FICE CITY, INC				413 09
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check		Description	Develop Dete	D	12/06/2013	413 09
Payable Nun 56603-0	nber	Description INK CARTRIDGES	Payable Date 11/25/2013	Due Date 11/25/2013	Discount Amount P 0 00	12 99
<u>56802-0</u>		P O #57373 - VIEW BINDERS	11/25/2013	11/25/2013	0 00	12 99
56851-0		PARCHMENT PAPER	12/06/2013	12/06/2013	0.00	33 65
56940-0		COPY PAPER	11/25/2013	11/25/2013	0 00	69 00
56974-0		COPY PAPER	12/06/2013	12/06/2013	0 00	284.00
Vendor Number	Vendor Filed					Total Vendor Amount
<u>1564</u>		KING COMPANY OF TYLER LLC				121 42
Payment Type	Payment Nu	mber			Payment Date	•
Check Payable Nun	nber	Description	Payable Date	Due Date	12/05/2013 Discount Amount P	121 42 avable Amount
44571937		BREAD FOR THE DETENTION CENTER 11/19/13	11/25/2013	11/25/2013	0.00	121 42
<u></u>		, , , , , , ,	,,	,,		
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>4229</u>	GLORIA R PC	DRTMAN				40.41
Payment Type	Payment Nu	mber			Payment Date	•
Check					12/05/2013	40 41
Payable Nun	nber		Payable Date		Discount Amount P	•
<u>11.21.13</u>		REIMBURSEMENT FOR OFFICE SUPPLIES	12/03/2013	12/03/2013	0 00	40.41
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>1646</u>		ES AND EQUIPMENT, L L C				1,164 62
Payment Type	Payment Nu				Payment Date	•
Check					12/05/2013	1,164 62
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>82074</u>		P O #57287 - INSPECT TRACTOR CLUTCH	12/03/2013	12/03/2013	0 00	84.00
<u>82087</u>		P O #57286 - TRUCK REPAIRS	12/03/2013	12/03/2013	0 00	1,080 62

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YOL. Payment Register	00				APPKT02830 -	CC PC POOL 12-9-2013
Vendor Number	Vendor Filed	As				Total Vendor Amount
2282		ALTHCARE SOLUTIONS LTD				1,851 00
Payment Type	Payment Nur	nber			Payment Date	Payment Amount
Check					12/05/2013	1,851 00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>58420</u>		PROFESSIONAL SERVICES DECEMBER 2013	11/14/2013	11/14/2013	0 00	1,398 00
<u>58421</u>		PROFESSIONAL SERVICES DECEMBER 2013	11/14/2013	11/14/2013	0 00	453 00
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>1581</u>	JANI KING OF	SHREVEPORT				5,458 00
Payment Type	Payment Nur	nber			Payment Date	•
Check		Deserved	Develate Dete	D . D	12/05/2013	5,458 00
Payable Nur		Description	Payable Date	Due Date	Discount Amount	-
<u>SHR1213010</u>	<u>71</u>	DECEMBER 2013 SERVICES	12/04/2013	12/04/2013	0.00	5,458 00
Vendor Number	Vendor Filed					Total Vendor Amount
2035	JUNE J BARN				_ -	250.00
Payment Type	Payment Nur	nber			Payment Date	•
Check Payable Nur	mhor	Description	Payable Date	Due Date	12/06/2013 Discount Amount	250 00
4050	liver	COURT REPORTING APPEARANCE 11/21/13	12/06/2013	12/06/2013	0.00	250.00
Vendor Number	Vendor Filed					Total Vendor Amount
<u>3132</u>	KATIE NIELSEI				D D	450 00
Payment Type	Payment Nur	nber			Payment Date	•
Check Payable Nur	mbor	Description	Payable Date	Due Date	12/05/2013 Discount Amount	450 00 Pavable Amount
CCL REV-MIS		CCL REV-MISD 24102	12/04/2013	12/04/2013	0 00	450.00
	<u>50 24102</u>		12,04,2013	12/04/2013	0.00	450.00
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>0839</u>	LAGRONE AIR	CONDITIONING				100 00
Payment Type	Payment Nur	nber			Payment Date	•
Check		Description	Devela Dete	Due Dete	12/05/2013	100.00
Payable Nur 19838	mber	Description EXPOSITION CENTER SERVICE CALL	Payable Date 12/04/2013	Due Date 12/04/2013	Discount Amount 0 00	100 00
22000			, 0 ., _0000			
Vendor Number	Vendor Filed					Total Vendor Amount
3795	LAURA M CA					900 00
Payment Type	Payment Nur	nber			Payment Date	Payment Amount 900 00
Check Payable Nur	mber	Description	Payable Date	Due Date	12/05/2013 Discount Amount	
CCL MISD 26		CCL MISD 26000 - TX V AARON WHITTINGTON	12/03/2013	12/03/2013	0 00	450 00
	. 2009-C-0348	CCL REV-FEL 2009-C-0348 - TX V RODNEY RAYSON	12/03/2013	12/03/2013	0 00	450 00
Man dan Alumban	Mandan Filad	•				Total Vandau Amarint
Vendor Number 2901	Vendor Filed LIBERTY MUT	-				Total Vendor Amount 1,070.00
Payment Type	Payment Nur				Payment Date	
Check	•				12/05/2013	1,070.00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ALEXANDER	WILLIAM	WILLIAM ALEXANDER32S388262 - EFFEC 1/1/14	12/03/2013	12/03/2013	0 00	100 00
ALLUMSROE	<u>BERTG</u>	ROBERT G ALLUMS 32S171005-E8507310000-EFFE 1-1-1-		12/03/2013	0 00	100 00
<u>BIRDKATTI</u>		KATTI BIRD 32S160070-63245450000-EFF 12/31/13	12/03/2013	12/03/2013	0 00	100 00
FAVORSAND		ANDY FAVORS 32S419755-EFFEC 11-8-13	12/03/2013	12/03/2013	0 00	100 00
FLEMINGBO		BOB FLEMING 32S388257-EFFEC 1-1-14	12/03/2013	12/03/2013	0 00	100 00
LAGRONEDA		DALE LAGRONE 32S161129-65109400000-EFFEC 12-31-1		12/03/2013	0 00	270 00
MARTINJEFF	_	JEFF MARTIN 32S160072-63245480000-EFFEC 12-31-13 DANIEL MCMILLEN 32S160071-63245470000-EFF 12/31/	12/03/2013	12/03/2013 12/03/2013	0.00 0 00	100.00 100.00
<u>MCMILLEND</u> OWENSMIS		MISTY OWENS 32S160073-63245490000-EFFEC 12-31-13		12/03/2013	0 00	100.00
OWEINSINIS	<u></u>	140211 044E142 222100072-02242420000-FLLFC 15-21-13	12/03/2013	12,03,2013	0.00	100.00

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Payment Register						C PC POOL 12-9-2013
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>0327</u>	LONGVIEW A	SPHALT, INC				37,208 92
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					12/05/2013	37,208 92
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>72519</u>		P O #57285 - 164 10 TONS OIL DIRT	12/03/2013	12/03/2013	0 00	10,256 30
<u>72600</u>		P O #57289 - 171 03 TONS OIL DIRT	12/03/2013	12/03/2013	0 00	10,689 43
<u>72651</u>		P O #57290 - 260 21 TONS OIL DIRT	12/03/2013	12/03/2013	0 00	16,263 19
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>3460</u>	LOUIE ROYCE	HILL M D				225 00
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					12/06/2013	225 00
Payable Nun		Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>1309170000</u>		PRISONER INTERVIEW, REPORT/CERT PREP 8/27/13	12/06/2013	12/06/2013	0 00	225 00
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>1607</u>	LOU'S GLOVE	S, INCORPORATED				170 00
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					12/06/2013	170 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	•
<u>004433</u>		GLOVES	12/06/2013	12/06/2013	0 00	170 00
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>1742</u>	LYNDA K RUS	SSELL, ATTORNEY AT LAW				450 00
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					12/05/2013	450 00
Payable Nun		Description	Payable Date	Due Date	Discount Amount P	•
CCL FELONY	<u>2013-C-0346</u>	CCL FELONY 2013-C-0346 - TX V WILLIAM EDMOND	12/03/2013	12/03/2013	0 00	450 00
Vendor Number	Vendor Filed					Total Vendor Amount
<u>1394</u>	MATHESON T					168.67
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					12/05/2013	168 67
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	•
<u>08082051</u>		P O #57375 - ACETYLENE	12/03/2013	12/03/2013	0.00	168.67
Vendor Number	Vendor Filed					Total Vendor Amount
<u>1727</u>	NEOFUNDS B					4,113 99
Payment Type	Payment Nur	mber			Payment Date	Payment Amount
Check					12/05/2013	4,113 99
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount P	
<u>11 24 13</u>		POSTAGE 10/29 AND 11/21	12/03/2013	12/03/2013	0 00	4,113 99

Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>1730</u>	NEOPOST US	A, INC.				1,106 58
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					12/05/2013	1,106.58
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>N4343848</u>		LEASE PAYMENT DEC 23, 2013 TO MAR 23, 2014	12/03/2013	12/03/2013	0.00	1,106 58
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>3612</u>	NET RMA					2,000 00
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					12/05/2013	2,000 00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>11 25 13</u>		NET RMA COUNTY CONTRIBUTION FOR FY 2014	12/03/2013	12/03/2013	0 00	2,000 00

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VOL. Payment Register					APPKT02830 - CC PC POOL 12-9-2013
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>2401</u>	OFFICE DEPO	T CREDIT PLAN			1,279.96
Payment Type	Payment Nun	nber			Payment Date Payment Amount
Check					12/06/2013 1,279 96
Payable Nun <u>6820221120</u>		Description 3 CHAIRS + DELIVERY FEE	Payable Date 12/06/2013	Due Date 12/06/2013	Discount Amount Payable Amount 0 00 1,279 96
Vendor Number 2275	Vendor Filed	As IK PAPER COMPANY			Total Vendor Amount 1,923 94
Payment Type	Payment Nun				Payment Date Payment Amount
Check	•				12/05/2013 1,923 94
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>3214231</u>		PUSH SWITCH AND CORD	11/25/2013	11/25/2013	0 00 169.92
<u>3214959</u>		MISCELLANEOUS SUPPLIES	11/25/2013	11/25/2013	0 00 257 30
<u>3214962</u>		MISCELLANEOUS SUPPLIES	11/25/2013	11/25/2013	0 00 1,496 72
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>2681</u>	O'REILLY AUT				67 96
Payment Type	Payment Nun	nber			Payment Date Payment Amount
Check Payable Nun	abor	Description	Pavable Date	Due Date	12/05/2013 67 96 Discount Amount Payable Amount
0755-474119		WIPER BLADES	Payable Date 12/04/2013	12/04/2013	0 00 45 98
0755-474998	-	WIPER BLADES	12/04/2013	12/04/2013	0 00 21 98
<u></u>	-		,,	,,	
Vendor Number	Vendor Filed				Total Vendor Amount
<u>3888</u> Payment Type	O'REILLY AUT				26 27
Check	Payment Num				Payment Date Payment Amount 12/06/2013 26.27
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
0755-474695		CAPSULE	12/06/2013	12/06/2013	0 00 6 29
0755-475333	<u> </u>	ANTIFREEZE	12/06/2013	12/06/2013	0 00 19 98
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>4358</u>		OOR COMPANY OF TYLER/LONGVIEW/M ⁻			195.00
Payment Type	Payment Nun	nber			Payment Date Payment Amount
Check					12/06/2013 195 00
Payable Nun	nber	Description	Payable Date		Discount Amount Payable Amount
<u>0278398-IN</u>		SERVICE CALL FOR SALLY PORT #2	12/06/2013	12/06/2013	0 00 195.00
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>3526</u>		RGENCY MEDICINE ASSOCIATES, P A.			105 40
Payment Type	Payment Nun	nber			Payment Date Payment Amount
Check		Description	Deveble Dete	Due Dete	12/06/2013 105 40 Discount Amount Payable Amount
Payable Nun HOLLIDAY, T.		Description TAMI LEANN HOLLIDAY, DOS 5/2/13, DOB 6/28/66	Payable Date 11/25/2013	Due Date 11/25/2013	0 00 105 40
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>0337</u>	PAUL BANNER	र			121.95
Payment Type	Payment Nun	nber			Payment Date Payment Amount
Check					12/06/2013 121.95
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>NOV 2013</u> <u>NOV 5 2013</u>		VISITING JUDGE 10/2/13 VISITING JUDGE 11/5/13	12/06/2013 12/06/2013	12/06/2013 12/06/2013	0 00 60 73 0 00 61 22
Manufact Marca 1	Manual automaticat	A-			T _A_137
Vendor Number <u>1384</u>	Vendor Filed	As ABBOTT, INC			Total Vendor Amount 1,039 99
Payment Type	Payment Nun				Payment Date Payment Amount
Check	,				12/06/2013 1,039.99
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>NOV 21, 201</u>	<u>3</u>	ACCT#2-0434 - POSTAGE 2013 TAX STATEMENTS SUPP	12/06/2013	12/06/2013	0.00 1,039 99

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Payment Register				1	APPKT02830 - CC PC POOL 12-9-2013
Vendor Number	Vendor Filed	As			Total Vendor Amount
<u>1503</u>	PUMP TECH	SOLUTIONS, L L C			1,706.30
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check					12/06/2013 1,706 30
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>32308</u>		REPAIRS TO AV-GAS PUMP	12/06/2013	12/06/2013	0.00 1,706 30
Vendor Number 1304	Vendor Filed REINHART FO	As DODSERVICE LOUISIANA			Total Vendor Amount 2.353 39
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check					12/05/2013 2,353 39
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>884278</u>		ACCT#89365-FOOD FOR DETENTION CENTER 11/13/13	12/03/2013	12/03/2013	0 00 2,353 39
Vendor Number 2598	Vendor Filed RELIABLE HE				Total Vendor Amount 314 47
Payment Type	Payment Nu				Payment Date Payment Amount
Check					12/06/2013 314 47
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>54481</u>		MISC MEDICAL SUPPLIES	12/06/2013	12/06/2013	0 00 189 47
<u>54585</u>		REVERSABLE COMFORT ZONE GEL OVERLAY	12/06/2013	12/06/2013	0 00 125 00
Vendor Number 4088	Vendor Filed RICK MCPHE				Total Vendor Amount 1,000 00
Payment Type	Payment Nu				Payment Date Payment Amount
Check	.,				12/06/2013 1,000 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
DC FELONY 2	2013-C-0354	DC FELONY 2013-C-0354 - TX V TERENCE LEE COLE	12/03/2013	12/03/2013	0 00 1,000 00
Vendor Number	Vendor Filed	٨			Total Vendor Amount
4444		Y ELECTRIC COOP ,INC			881 59
Payment Type	Payment Nu				Payment Date Payment Amount
Check					12/06/2013 881.59
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11.25.13</u>		ACCT#32685800 - 10/18/13 TO 11/19/13	12/06/2013	12/06/2013	0.00 881 59
Vendor Number	Vendor Filed				Total Vendor Amount
2769 Payment Type	Payment Nu	ROOF SERVICE LLC			56,620 00 Payment Date Payment Amount
Check	rayment nu				12/05/2013 56,620 00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>INV #948</u>		COMPLETION OF COURTHOUSE ROOF	12/04/2013	12/04/2013	0 00 56,620 00
Vendor Number <u>1390</u>	Vendor Filed	As			Total Vendor Amount 23,492 08
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check	· - , · · - · · · · ·				12/05/2013 23,492 08
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>2359607</u>		FUEL DELIVERED 11/19/2013	11/25/2013	11/25/2013	0 00 23,492 08
Vendor Number 2172	Vendor Filed SCOTT-MERF				Total Vendor Amount 1,769 23
2172 Payment Type	Payment Nu	-			1,709 23 Payment Date Payment Amount
Check	. ayment ita				12/05/2013 1,769.23
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
051890		CASEBINDERS	12/04/2013	12/04/2013	0 00 240.50
<u>051915</u>		DATE STAMPS AND DESKTOP SEALS	12/03/2013	12/03/2013	0 00 942 60
052002		MARRIAGE LICENSE FORMS	12/04/2013	12/04/2013	0 00 586.13

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Payment Register Vendor Number	Vendor Filed	A-			APPKT02830 - CC PC POOL 12-9-2013
1809	SIRCHIE	AS			Total Vendor Amount 236 70
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check					12/05/2013 236 70
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>0143674-IN</u>		CARBOSMOOVE I BRUSHES	11/25/2013	11/25/2013	0 00 236 70
Vendor Number	Vendor Filed				Total Vendor Amount
<u>1660</u>		ERN ELECTRIC POWER COMPANY			16 97
Payment Type Check	Payment Nu	mber			Payment Date Payment Amount 12/06/2013 16.97
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 27 13</u>		ACCT#962-319-697-0-8 - 10/28/13 TO 11/27/13	12/06/2013	12/06/2013	0 00 16.97
Vendor Number 1684	Vendor Filed	As ERN ELECTRIC POWER COMPANY			Total Vendor Amount
Payment Type	Payment Nu				388 21 Payment Date Payment Amount
Check					12/05/2013 388 21
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 25 13</u>		ACCT#968-454-142-1-6 - 10/24/13 TO 11/25/13	12/04/2013	12/04/2013	0 00 388 21
Vendor Number	Vendor Filed	-			Total Vendor Amount
2501		ERN ELECTRIC POWER COMPANY			61 03
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nun	nher	Description	Payable Date	Due Date	12/05/2013 61 03 Discount Amount Payable Amount
11 25 13		ACCT#967-830-103-0-7 - 10/24/13 TO 11/25/13	12/04/2013	12/04/2013	0 00 61.03
			,,		
Vendor Number	Vendor Filed				Total Vendor Amount
2502 Baumant Tuna					320 59
Payment Type Check	Payment Nu	mber			Payment Date Payment Amount 12/05/2013 320 59
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 25 13</u>		ACCT#964-323-103-0-6 - 10/24/13 TO 11/18/13	12/04/2013	12/04/2013	0.00 320 59
Mandau Numbau	Mandar Clad	A.			
Vendor Number 2751	Vendor Filed	AS ERN ELECTRIC POWER COMPANY			Total Vendor Amount
Payment Type	Payment Nu				23 33 Payment Date Payment Amount
Check	· · · , · · · · · · · · · ·				12/05/2013 23 33
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11.25.13</u>		ACCT#962-013-787-0-8 - 10/24/13 TO 11/18/13	12/04/2013	12/04/2013	0 00 23 33
Vendor Number	Vendor Filed				Total Vendor Amount
<u>4224</u>		ERN ELECTRIC POWER COMPANY			340 77
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nun	abar	Description	Pavable Date	Due Date	12/05/2013 340 77
<u>11 25 13</u>	iibei	ACCT#968-721-371-0-2 - 10/24/13 TO 11/15/13	Payable Date 12/04/2013	12/04/2013	Discount Amount Payable Amount 0 00 340 77
Vendor Number	Vendor Filed	As			Total Vendor Amount
1968	TED'S SAW SI				43 80
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nun	nber	Description	Payable Date	Due Date	12/05/2013 43 80 Discount Amount Payable Amount
029607		ROPE ROTOR, ROPE, SPARK PLUG & INSTALLATION	11/25/2013	11/25/2013	0.00 43 80

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Payment Register					VOL. О V PAUL JJJ АРРКТО2830 - СС РС РООL 12-9-2013
Vendor Number	Vendor Filed	d As			Total Vendor Amount
4317		MUNITY MEDIA			602 00
Payment Type	Payment Nu				Payment Date Payment Amount
Check					12/06/2013 602 00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>162458_111</u>	<u>3</u>	MONTHLY ADVERTISEMENTS NOV 2013	12/06/2013	12/06/2013	0 00 602 00
Vendor Number	Vendor Filed	d As			Total Vendor Amount
<u>0101</u>		R SERVICE, LLC			90 00
Payment Type Check	Payment Nu	Imber			Payment Date Payment Amount 12/05/2013 90 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>579706</u>		FILTER SERVICE 09 18 13	12/03/2013	12/03/2013	0.00 90 00
Vendor Number	Vendor Filed				Total Vendor Amount
2078		S & WILDLIFE #1			357 50
Payment Type Check	Payment Nu	Imper			Payment Date Payment Amount
Payable Nun	nhor	Description	Payable Date	Due Date	12/05/2013 357.50 Discount Amount Payable Amount
<u>11 26 13</u>	inder	85% SHARE OF FINES FOR NOV 2013	12/03/2013	12/03/2013	0 00 357 50
Vendor Number	Vendor Filed	l As			Total Vendor Amount
<u>3410</u>		AL SECURITY PROGRAM			35 00
Payment Type Check	Payment Nu	mber			Payment Date Payment Amount 12/05/2013 35 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>11 25 13</u>		ANNUAL ADMIN TX SOCIAL SECURITY PROGRAM FEE	12/03/2013	12/03/2013	0 00 35.00
Vendor Number 1560	Vendor Filed	J As LIFE DAMAGE MANAGEMENT FUND			Total Vendor Amount
Payment Type	Payment Nu				2,700.00 Payment Date Payment Amount
Check	rayment Nu				Payment Date Payment Amount 12/06/2013 2,700 00
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
242878		NOVEMBER 2013 FIELD AGREEMENT	12/06/2013	12/06/2013	0.00 2,700 00
Vendor Number	Vendor Filed				Total Vendor Amount
<u>1657</u>	THE PRODUC				672.18
Payment Type Check	Payment Nu	mber			Payment Date Payment Amount 12/06/2013 672 18
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>782536476</u>		1 CT T640	12/06/2013	12/06/2013	0.00 672 18
Vendor Number	Vendor Filed				Total Vendor Amount
<u>4163</u>	THE SEASON				174 99
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check Payable Nun	mhan	Description	Payable Date	Due Date	12/06/2013 174 99
902884	ilbei	Description CHRISTMAS TREE, STAND AND DELIVERY FEE	12/06/2013	12/06/2013	Discount Amount Payable Amount 0 00 174.99
Vendor Number	Vendor Filed	i As			Total Vendor Amount
<u>3271</u>	THE TEXAS N	/UNICIPAL COURT-JUSTICE COURT NEWS			54 00
Payment Type	Payment Nu	mber			Payment Date Payment Amount
Check		-			12/05/2013 54 00
Payable Nun <u>0768-0115</u>	nber	Description ONE YEAR SUB. AND BINDER	Payable Date 11/25/2013	Due Date 11/25/2013	Discount Amount Payable Amount 0 00 54.00

Vendor Vendor Field × Unit of the A set of the	VOL.	861	PAGE 596			ADD// T02020	
1202 PHOMESH PUTHES - VEST 2,202.2 Payment Lipe Lips(A) Lips(A) <td>Payment Register</td> <td></td> <td></td> <td></td> <td></td> <td>APPK102830 -</td> <td></td>	Payment Register					APPK102830 -	
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079349P O #57221 - SUPPLIES12/03/201312/03/20130 00228 53Vendor NumberVendor Filed AsTotal Vendor Amount3432TRACTOR SUPPLY CREDIT PLANPayment TypePayment NumberPayment AmountCheckDescriptionPayable DateDue DateDiscount AmountPayable Amount200159351ACCT#2782 - DOG FOOD12/06/201312/06/20130.00Payable AmountStopTractor SUPPLY CREDIT PLANPayable AccT#2782 - DOG FOODPayable AccT#2782 - DOG FOODTotal Vendor AmountStopTRACTOR SUPPLY CREDIT PLANPayable AccT#2782 - DOG FOODPayable AccT#2782 - DOG FOODTotal Vendor AmountStopTractor SUPPLY CREDIT PLANPayment TypePayment NumberPayment AccT#2782 - DOG FOODTotal Vendor AmountStopTractor SUPPLY CREDIT PLANTotal Vendor AmountPayment AccT#2782 - DOG FOODPayable AccT#2782 - DOG FOODPayment AccT#2782 - DOG FOODPayable AccT#2782 - DOG FOOD	Check					12/05/2013	228 53
Vendor Number Vendor Filed > Total Vendor Amount 3432 TRACTOR SUPLY CREDIT PLAN Total Vendor Amount Payment Type Payment Number Payment Amount Payment Amount	Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
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3432 TRACTOR SUPPLY CREDIT PLAN 73.93 Payment Type Payment Number Payment Number Payment Amount Check 12/06/2013 73.98 Payable Number Description Payable Date Due Date Discount Amount Payable Amount 200159351 ACCT#2782 - DOG FOOD 12/06/2013 12/06/2013 0.00 73.98 Vendor Number Vendor Filed As Total Vendor Amount Payment Amount 633.21 Payment Type Payment Number Payment Number Payment Amount 633.21 Payment Type Payment Number Payment Date Payment Amount 633.21 Payment Type Payment Number Payable Date Due Date Discount Amount Payment Amount Check TRACTOR SUPPLY CREDIT PLAN Total Vendor Amount 633.21 Payment Type Payment Number Payment Amount 633.21 Payable Number Description Payable Date Due Date Discount Amount Payable Amount	Vendor Number	Vendor File	d As				Total Vendor Amount
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Check 12/06/2013 73 98 Payable Number Description Payable Date Due Date Discount Amount Payable Amount 200159351 ACCT#2782 - DOG FOOD 12/06/2013 12/06/2013 0.00 73.98 Vendor Number Vendor Filed As Total Vendor Amount Payament Amount 633 2 Payment Type Payment Number Payament Date Payment Amount 633 21 Payable Number Description Payable Date Due Date Discount Amount Check						Payment Date	
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Vendor Number Vendor Filed As Total Vendor Amount 3505 TRACTOR SUPPLY CREDIT PLAN 633 2 Payment Type Payment Number Payment Date Payment Amount Check 12/06/2013 633 21 Payable Number Description Payable Date Due Date Discount Amount	Payable Nur	mber	Description	Payable Date	Due Date		
3505 TRACTOR SUPPLY CREDIT PLAN 633 2 Payment Type Payment Number Payment Amount Check 12/06/2013 633 21 Payable Number Description Payable Date Due Date Discount Amount	200159351		ACCT#2782 - DOG FOOD	12/06/2013	12/06/2013		•
3505 TRACTOR SUPPLY CREDIT PLAN 633 2 Payment Type Payment Number Payment Amount Check 12/06/2013 633 21 Payable Number Description Payable Date Due Date Discount Amount	Vendor Number	Vender Eile	d As				Total Vendor Amount
Payment Type Payment Number Payment Amount Check 12/06/2013 633 21 Payable Number Description Payable Date Due Date Discount Amount							633 21
Check 12/06/2013 633 21 Payable Number Description Payable Date Due Date Discount Amount Payable Amount						Payment Date	
Payable Number Description Payable Date Due Date Discount Amount Payable Amount		- ayment N				•	-
		nber	Description	Pavable Date	Due Date		
			•	•			•
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6 PAGE VOL APPKT02830 - CC PC POOL 12-9-2013 **Payment Register** 200160514 ACCT#5520 - MISC SUPPLY ITEMS 12/06/2013 12/06/2013 0.00 583 26 Vendor Number Vendor Filed As **Total Vendor Amount** 1726 TYLER RADIOLOGY ASSOCIATES 129 79 Payment Type **Payment Number Payment Date Payment Amount** 12/06/2013 Check 129.79 **Payable Number** Description Pavable Date Due Date Discount Amount Payable Amount LARRY D CARTER, DOB 6-8-63 12/06/2013 12/06/2013 CARTER, LARRY 0.00 129 79 Vendor Filed As Vendor Number **Total Vendor Amount** UNIFIRST HOLDINGS, INC 0931 39.00 Payment Type **Payment Number Payment Date Payment Amount** Check 12/05/2013 39 00 Pavable Number Description Pavable Date Due Date Discount Amount Pavable Amount 826 0732841 P O #57381 - RUGS 11/25/2013 11/25/2013 0 00 19 50 826 0733919 P O #57385 - RUGS 12/03/2013 12/03/2013 0 00 19 50 Vendor Filed As Vendor Number **Total Vendor Amount** US SCRIPT, INC 1185 2,624 12 Payment Type Payment Number Payment Date **Payment Amount** Check 12/05/2013 2.624.12 **Payable Number** Description Pavable Date Due Date Discount Amount Pavable Amount 371573 INDIGENT RXS 11/1/13 TO 11/15/2013 11/25/2013 11/25/2013 0.00 1,723 37 371574 DETENTER CENTER RXS 11/1/13 TO 11/15/13 12/06/2013 12/06/2013 0 00 900 75 Vendor Filed As Vendor Number **Total Vendor Amount** VERIZON WIRELESS <u>3883</u> 96 92 Payment Type **Payment Number Payment Date Payment Amount** Check 12/05/2013 96.92 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 9715298987 ACCT#913519786-00001 - OCT 21, 2013 - NOV 20, 2013 12/04/2013 12/04/2013 0 00 96 92 Total Vendor Amount Vendor Number Vendor Filed As 3885 VERIZON WIRELESS 85.72 **Payment Number Payment Type Payment Date Payment Amount** Check 12/05/2013 85 72 **Payable Number** Description Payable Date Due Date Discount Amount Payable Amount 9715244452 ACCT#313301306-00001 - OCT 21, 2013 - NOV 20, 2013 12/04/2013 12/04/2013 0.00 85.72 Vendor Number Vendor Filed As **Total Vendor Amount** VERIZON WIRELESS 1024 37 99 **Payment Number** Payment Type **Payment Date** Payment Amount Check 12/06/2013 37 99 **Payable Number** Description **Payable Date** Due Date Discount Amount Payable Amount 9714631665 ACCT#313439941-00002 - OCT 10 TO NOV 09 2013 12/06/2013 12/06/2013 0.00 37 99 Vendor Number Vendor Filed As **Total Vendor Amount** VULCAN, INC. 3906 5,032 10 Payment Type **Payment Number Payment Date Payment Amount** Check 12/05/2013 5.032 10 Payable Number Description **Payable Date** Due Date Discount Amount Payable Amount 245379 SIGN SUPPLIES 12/04/2013 12/04/2013 0.00 5.032 10 Vendor Filed As Vendor Number **Total Vendor Amount** WALMART COMMUNITY/GECRB 2497 134.83 Payment Type **Payment Number** Payment Date Payment Amount 12/05/2013 Check 134 83 **Payable Number** Description **Payable Date** Due Date Discount Amount Payable Amount 006739 ACCT#6032202020152691 MS LIGHT FLTR 12/03/2013 12/03/2013 0.00 41 91

12/03/2013

12/03/2013

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VOL	8 6 DAG	GE 598				
VOL. Payment Register	O O FAU				ADDKT02820 - C	C PC POOL 12-9-2013
Vendor Number	Vendor Filed As				AFFR102030 - C	
0279	WEX BANK					Total Vendor Amount 945 86
Payment Type	Payment Numb	or			Payment Date	Payment Amount
Check	rayment Numb				12/06/2013	945 86
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount Pa	
34888926		ACCT#369-800-568-7 - FUEL	12/06/2013	12/06/2013	0 00	945 86
Vendor Number	Vendor Filed As					Total Vendor Amount
<u>0509</u>	WHOLESALE SU	PPLY INC				175 00
Payment Type	Payment Numb	er			Payment Date	Payment Amount
Check					12/05/2013	175 00
Payable Nur	nber I	Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
<u>0038411-IN</u>	I	DEC 2013 MONTHLY RENTAL	12/03/2013	12/03/2013	0.00	175 00
Vendor Number	Vendor Filed As					Total Vendor Amount
<u>1554</u>	WORLD DATA C	ORPORATION				300.00
Payment Type	Payment Numb	er			Payment Date	Payment Amount
Check					12/05/2013	300 00
Payable Nur		Description	Payable Date	Due Date	Discount Amount Pa	ayable Amount
PANOLA COL	UNTY	2014 EDITION OF MOTOR VEHICLE REG MANUALS	11/25/2013	11/25/2013	0 00	300 00
Vendor Number	Vendor Filed As					Total Vendor Amount
<u>4213</u>	XEROX CORPOR	ATION				859 35
Payment Type	Payment Numb	er			Payment Date	Payment Amount
Check					12/05/2013	859 35
Check Payable Nur	nber I	Description	Payable Date	Due Date	12/05/2013 Discount Amount Pa	859 35 ayable Amount
Check Payable Nur <u>071359527</u>	nber I	Description CUST#713718914 - NOVEMBER 2013	12/04/2013	12/04/2013	12/05/2013 Discount Amount Pa 0.00	859 35 ayable Amount 216 07
Check Payable Nur <u>071359527</u> <u>071359535</u>	nber l	Description CUST#713718914 - NOVEMBER 2013 CUST#716774617 - NOVEMBER 2013	12/04/2013 12/04/2013	12/04/2013 12/04/2013	12/05/2013 Discount Amount Pa 0.00 0.00	859 35 ayable Amount 216 07 130 65
Check Payable Nur 071359527 071359535 071359539	nber l	Description CUST#713718914 - NOVEMBER 2013 CUST#716774617 - NOVEMBER 2013 CUST#720004365-NOV 2013	12/04/2013 12/04/2013 12/03/2013	12/04/2013 12/04/2013 12/03/2013	12/05/2013 Discount Amount Pa 0.00 0.00 0.00	859 35 ayable Amount 216 07 130 65 164 69
Check Payable Nur <u>071359527</u> <u>071359535</u>	nber I	Description CUST#713718914 - NOVEMBER 2013 CUST#716774617 - NOVEMBER 2013	12/04/2013 12/04/2013	12/04/2013 12/04/2013	12/05/2013 Discount Amount Pa 0.00 0.00	859 35 ayable Amount 216 07 130 65



Panola County, Texas

Payment Register APPKT02833 - 12-6-13 MEDICAL INSURANCE PAYABLES

01 - Vendor Set 01

Bank: PANOLA C	OUNTY POOL - I	PANOLA COUNTY POOLED CASH				
Vendor Number 1310	Vendor Filed A	As				Total Vendor Amoun
Payment Type	Payment Nur	nher			Payment Date	3,202 0 Payment Amount
Check	i uyincine itun				12/06/2013	3,202 04
Payable Nun	her	Description	Payable Date	Due Date	Discount Amount P	•
INV0029518		ACCT NO ETQ85	10/23/2013	10/23/2013	0 00	168 02
INV0029519		ACCT NO ETQ85	10/23/2013	10/23/2013	0.00	1,433 00
INV0029872		ACCT NO ETQ85	11/06/2013	11/06/2013	0.00	168 02
INV0029873		ACCT NO. ETQ85	11/06/2013	11/06/2013	0.00	1,433 00
Vendor Number	Vendor Filed	As				Total Vendor Amour
<u>3032</u>	AMERICAN GE	ENERAL LIFE INSURANCE COMPANY				210 4
Payment Type	Payment Nun	nber			Payment Date	Payment Amount
Check					12/06/2013	210 44
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
INV0030147		G38234	11/20/2013	11/20/2013	0.00	74.88
INV0030148		G38234	11/20/2013	11/20/2013	0 00	30 34
INV0030440		G38234	12/04/2013	12/04/2013	0 00	74 88
INV0030441		G38234	12/04/2013	12/04/2013	0 00	30 34
Vendor Number	Vendor Filed					Total Vendor Amour
1017		IPLOYEE BENEFITS				2,429 0
Payment Type Check	Payment Num	iber			Payment Date 12/06/2013	Payment Amount 2,429.05
Payable Num	nber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>5451932-120</u>	12013 COBRA	5451932,COBRA JONES & ODEN	12/05/2013	12/05/2013	0 00	180 95
INV0030154		GROUP #5451932	11/20/2013	11/20/2013	0.00	73.78
INV0030155		GROUP #5451932	11/20/2013	11/20/2013	0 00	1,050 27
INV0030447		GROUP #5451932	12/04/2013	12/04/2013	0 00	73 78
<u>INV0030448</u>		GROUP #5451932	12/04/2013	12/04/2013	0 00	1,050.27
Vendor Number	Vendor Filed /					Total Vendor Amoun
<u>1373</u>		TED LIFE INSURANCE				178 4
Payment Type Check	Payment Num	iber			Payment Date 12/06/2013	Payment Amount 178 42
Payable Num	ıber	Description	Payable Date	Due Date	Discount Amount P	ayable Amount
<u>INV0030150</u>		GROUP #1844	11/20/2013	11/20/2013	0 00	89 21
INV0030443		GROUP #1844	12/04/2013	12/04/2013	0 00	89 21
Vendor Number	Vendor Filed					Total Vendor Amour
<u>1647</u>	CONSECO LIFE				• • • • •	28 3
Payment Type	Payment Num	nder			Payment Date	•
Check		Description	n _ 11 n _	D	12/06/2013	28 36
Payable Num	iper		Payable Date	Due Date	Discount Amount P	-
<u>INV0030152</u> INV0030445		GROUP #HY1 GROUP #HY1	11/20/2013 12/04/2013	11/20/2013 12/04/2013	0 00 0 00	14 18 14 18
Vendor Number	Vendor Filed /	As				Total Vendor Amoun
0194	PANOLA COU	NTY JUVENILE PROBATION				16,403 0
	Payment Num	nber			Payment Date	Payment Amount
Payment Type						
Payment Type Check					12/06/2013	16,403.00
	ber	Description	Payable Date	Due Date	12/06/2013 Discount Amount P	,

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VOL. Payment Register

APPKT02833 - 12-6-13 MEDICAL INSURANCE PAYABLES

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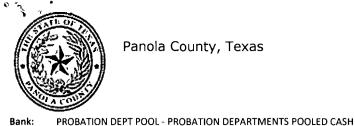
86 PAGE 601 VOL.

Payment Register

APPKT02832 - 12-9-13 PROBATION PAYABLES

01 - Vendor Set 01

Total Vendor Amount



Bank:

Vendor Number

Panola County, Texas

Vendor Filed As

vendor Number	vendor Filed	AS				Total vendor Amount
<u>1310</u>	AFLAC					112 82
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					12/06/2013	112 82
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV0029546		ACCT. NO ETQ85	10/23/2013	10/23/2013	0 00	7 65
INV0029547		ACCT NO ETQ85	10/23/2013	10/23/2013	0 00	48.76
INV0029902		ACCT. NO ETQ85	11/06/2013	11/06/2013	0.00	7 65
INV0029903		ACCT NO ETQ85	11/06/2013	11/06/2013	0 00	48.76
Vendor Number	Vendor Filed	٨				Total Vendor Amount
		SELING AND FAMILY SERVICES				572.50
<u>3433</u>					Design and Desta	
Payment Type	Payment Nu	mper			Payment Date	•
Check					12/06/2013	572 50
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	
<u>111113PCR</u>		11-5-2013 PARENT CHILD CONFLICT RESOLUTION	12/06/2013	12/06/2013	0.00	95 00
<u>11113LS</u>		11-5-2013 LIFE SKILLS	12/06/2013	12/06/2013	0 00	127 50
<u>111713LS</u>		11-12-13 LIFE SKILLS	12/06/2013	12/06/2013	0.00	85 00
<u>111713PCR</u>		11-12-13 PARENT /CHILD CONFLICT RESOLUTION PROGR	12/06/2013	12/06/2013	0 00	95 00
<u>112513LS</u>		11-19-13 LIFE SKILLS	12/06/2013	12/06/2013	0 00	85.00
<u>12113</u>		11-26-2013 LIFE SKILLS	12/06/2013	12/06/2013	0 00	85 00
Vendor Number 4036	Vendor Filed	As T OF INFORMATION RESOURCES				Total Vendor Amount 4 12
					Paumant Data	
Payment Type	Payment Nu	inner			Payment Date	•
Check					12/06/2013	4 12
Payable Nun		Description	Payable Date	Due Date	Discount Amount	
H22585-100	<u>113103113</u>	H22585 OCTOBER LONG DISTANCE	12/06/2013	12/06/2013	0 00	0 98
<u>H22710-100</u>	<u>113103113</u>	H22710 OCTOBER LONG DISTANCE	12/06/2013	12/06/2013	0.00	3.14
Vendor Number	Vendor Filed	As				Total Vendor Amount
<u>3582</u>	PANOLA COL	JNTY RETIREE HEALTH				1,731 16
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check					12/06/2013	1,731 16
Payable Nun	nber	Description	Payable Date	Due Date	Discount Amount	
<u>12-2013</u>		12-2013 RETIREE GROUP MED INS REIMBURSEMENT	12/06/2013	12/06/2013	0.00	1,731 16
Vendor Number	Vendor Filed	Ac.				Total Vendor Amount
	SC FUELS	A5				
<u>1390</u>					D	146 47
Payment Type	Payment Nu	mber			Payment Date	•
Check					12/06/2013	146 47
Payable Nun	nber	Description	Payable Date		Discount Amount	Payable Amount
<u>2359607PRC</u>	<u>)B</u>	2359607, NOVEMBER FUEL PURCHASES	12/06/2013	12/06/2013	0 00	146 47
Vendor Number 1941	Vendor Filed TAC HEBP	As				Total Vendor Amount 2,815 55
Payment Type	Payment Nu	mber			Payment Date	
Check	. ayment nu				12/06/2013	2,815 55
	nhar	Description	Payable Date			
Payable Nun		Description	Payable Date	Due Date	Discount Amount	•
INV0030178		GROUP# 62946	11/20/2013	11/20/2013	0 00	105 43
<u>INV0030473</u>		GROUP# 62946	12/04/2013	12/04/2013	0 00	105.43
<u>INV0030474</u>		GROUP #62946	12/04/2013	12/04/2013	0 00	2,604 69

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Payment Register

Vendor Number <u>4213</u> Payment Type

Payment 1 Check Vendor Filed As XEROX CORPORATION pe Payment Number

Payable Number 071359538 Description 719733990, NOVEMBER BASE CHARGE APPKT02832 - 12-9-13 PROBATION PAYABLES

Total Vendor Amount

	183.88
Payment Dat	e Payment Amount
12/06/2013	183 88
Discount Amount	Payable Amount
0 00	183.88

Payable Date Due Date

12/06/2013

12/06/2013



Panola County, Texas

VOL. Payable Register

Payable Detail by Vendor Name Packet: APPKT02835 - 11-9-2013 CHILDWELFARE

Payable # Payable Description	Payable Typ	oe Post Date Bank Code	Item Date	Due D	ate	Discount Date	Amount	Тах	Shipping	Discount	Total
Vendor: 01752 - CHRIS AND	JOHN YOUN	G							Vendo	· Total:	220.00
12092013CG KHADEN A CHRISTMAS GIFTS Items	Invoice	12/6/2013 PANOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/ COUNTY		12/6/2013	200 00	0 00	0 00	0 00	200 00
Item Description KHADEN A CHRISTMAS GIFTS Distributions	Comi N/A	modity		Units 0.00	Price 0 00		Tax 0.00	Shipping 0 00	Discount 0 00	Total 200.00	
Account Number <u>881-646-54740</u>	Account Na SUPPLIES &	me CHILD CARE EXPENS	-	Account	Key	Amount 200.00	Percent 100 00%				
12092013KAMA KHADEN DEC MTHLY ALLOW Items	Invoice	12/6/2013 PANOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/ COUNTY		12/6/2013	20 00	0 00	0 00	0.00	20 00
Item Description KHADEN DEC MTHLY ALLOW		modity		Units 0 00	Price 0 00		Tax 0 00	Shipping 0 00	Discount 0.00	Total 20 00	
Distributions Account Number <u>881-646-54740</u>	Account Na SUPPLIES &	me CHILD CARE EXPENS	-	Account	Кеү	Amount 20 00	Percent 100 00%	:			
Vendor: <u>1595 - CHRISTOPHE</u>	R MARSH								Vendo	· Total:	230.00
12092013CM DECEMBER ALLOWANCE AND CH GIFT Items	Invoice RISTMAS	12/6/2013 PANOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/: COUNTY		12/6/2013	230 00	0 00	0.00	0 00	230.00
Item Description	Com	modity		Units	Price	Amount	Тах	Shipping	Discount	Total	
DECEMBER ALLOWANCE AND C Distributions	CHRIS N/A	-	-	0 00	0 00	230 00	0.00	0.00	0 00	230 00	
Account Number <u>881-646-54740</u>	Account Na SUPPLIES &	me CHILD CARE EXPENS	-	Account	Key	Amount 230.00	Percent 100.00%				
Vendor: 01460 - CRAIG DIXO	N								Vendo	· Total:	330.00
120913BLCD CHRISTMAS DINNER Items	Invoice	12/6/2013 PANOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/ COUNTY		12/6/2013	100 00	0.00	0.00	0 00	100 00
Item Description	Com	modity	-	Units	Price	Amount	Тах	Shipping	Discount	Total	
CHRISTMAS DINNER Distributions	N/A			0 00	0 00	100 00	0.00	0.00	0.00	100 00	
Account Number <u>881-646-54740</u>	Account Na SUPPLIES &	me CHILD CARE EXPENS	-	Account	Кеу	Amount 100 00	Percent 100 00%				
12092013BLMA BRAYDEN DEC MTHLY ALLOW	Invoice	12/6/2013 PANOLA COUNTY P		12/6/. COUNTY		12/6/2013	30 00	0 00	0 00	0 00	30 00
Item Description BRAYDEN DEC MTHLY ALLOW Distributions	N/A	modity		Units 0 00	Price 0 00	30 00	Tax 0 00	Shipping 0.00	Discount 0.00	Total 30.00	
Account Number <u>881-646-54740</u>	Account Na SUPPLIES &	me CHILD CARE EXPENS	•	Account	Key	Amount 30 00	Percent 100 00%				
<u>12092013CG</u> CHRISTMAS GIFT FOR BRAYDEN	Invoice	12/6/2013 PANOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/ COUNTY		12/6/2013	200 00	0 00	0 00	0 00	200 00

Páyable 👬 💦 🔊	Payable Type Post D	ate ltem	Date	Due Da	to	Discount Date	Amount	Тах	Shipping	Discount	Tota
Payable Description	Bank Code	ate item	Date	Due Da	ite	Discount Date	Amount	,	Subbug	Discount	1013
Items Item Description	Commodity			Units	Price	Amount	Тах	Shipping	Discount	Total	
CHRISTMAS GIFT FOR BRAYDEN Distributions	N/A			0 00	0 00	200 00	0 00	0 00	0 00	200 00	
Account Number <u>881-646-54740</u>	Account Name SUPPLIES & CHILD CARE F		Project A	Account K	ey	Amount 200 00	Percent 100 00%				
Vendor: 01118 - DEBORAH M	<u> </u>								Vendo	r Total:	330.00
CHRISTMAS DINNER	Invoice 12/6/2 PANOLA COL	NTY POOL - P			00	12/6/2013	100 00	0 00	0 00	0 00	100 00
Items Item Description CHRISTMAS DINNER	Commodity N/A			Units 0 00	Price 0 00	100 00	Tax 0.00	Shipping 0.00	Discount 0 00	Total 100.00	
Distributions Account Number	Account Name SUPPLIES & CHILD CARE E		Project A	Account K	ey	Amount 100 00	Percent 100 00%				
CLAUDIA CHRISTMAS GIFTS	Invoice 12/6/2 PANOLA COL		/2013 ANOLA (12/6/20 COUNTY P		12/6/2013	200 00	0 00	0 00	0 00	200 00
Items Item Description	Commodity			Units	Price	Amount	Тах	Shipping	Discount	Total	
CLAUDIA CHRISTMAS GIFTS Distributions	N/A			0 00	0 00	200.00	0.00	0.00	0.00	200 00	
	Account Name SUPPLIES & CHILD CARE E		Project A	Account K	ey	Amount 200 00	Percent 100 00%				
12092013CMMA CLAUDIA DEC ALLOW	Invoice 12/6/2 PANOLA COL	013 12/6 NTY POOL - P	/2013 ANOLA (12/6/20 COUNTY P		12/6/2013	30 00	0 00	0 00	0 00	30 00
Item Description CLAUDIA DEC ALLOW	Commodity N/A			Units 0 00	Price 0 00	Amount 30 00	Tax 0 00	Shipping 0 00	Discount 0.00	Total 30 00	
	Account Name SUPPLIES & CHILD CARE E		Project A	Account K	ey	Amount 30 00	Percent 100 00%				
Vendor: <u>3961 - JAMES EVANS</u>						<u>.</u>			Vendo	r Total:	245.00
12062013JE DECEMBER ALLOW AND GIFT Items	PANOLA COU	NTY POOL - P	ANOLA (12/6/2013	245.00	0 00	0.00	0.00	245 00
Item Description DECEMBER ALLOW AND GIFT Distributions	Commodity N/A			Units 0 00	Price 0 00	245.00	Tax 0.00	Shipping 0.00	Discount 0 00		
Account Number	Account Name SUPPLIES & CHILD CARE E			Account K		Amount 245.00	Percent 100.00%				
Vendor: 01753 - JERRY AND LA	ADONNA HODGES								Vendo	r Total:	345.00
12092013CD CHRISTMAS DINNER		NTY POOL - P		COUNTY P		12/6/2013	100 00	0 00	0 00	0.00	100 00
Item Description CHRISTMAS DINNER Distributions	Commodity N/A			Units 0 00	Price 0.00	Amount 100.00	0.00	Shipping 0.00	Discount 0.00	Total 100.00	
Account Number	Account Name SUPPLIES & CHILD CARE E			Account K		Amount 100 00	Percent 100 00%				
<u>12092013CG</u> KRISTINA CHRISTMAS GIFTS	Invoice 12/6/2 PANOLA COL	013 12/6 NTY POOL - P				12/6/2013	200 00	0 00	0 00	0 00	200 00

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Payable 7 Payable Description Items		k Code	Item Date	Due D	ate	Discount Date	Amount	Тах	Shipping	Discount	Tota
Item Description KRISTINA CHRISTMAS GIFTS Distributions	Commod N/A	ıty		Units 0 00	Price 0 00		Тах 0 00	Shipping 0 00	Discount 0.00	Total 200 00	
Account Number 881-646-54740	Account Name SUPPLIES & CHII	LD CARE EXPEN		Account I		Amount 200 00	Percen 100 00%				
12092013MA KRISTINA G. DEC ALLOW Items		12/6/2013 IOLA COUNTY P				12/6/2013	45 00	0 00	0.00	0.00	45 0
Item Description KRISTINA G DEC ALLOW Distributions	Commod N/A			Units 0 00	Price 0.00	Amount 45 00	Tax 0 00	Shipping 0 00	Discount 0 00	Total 45 00	
Account Number 881-646-54740	Account Name SUPPLIES & CHII	LD CARE EXPENS	-	Account I	(ey	Amount 45 00	Percen 100 00%				
Vendor: 01611 - SINCLAIR C	HILDREN'S CENTE	ER							Vendo	 Total:	230.0
12092013NM NIKOLAI M DECEMBER ALLOWAI CHRISTMAS GIFT Items	Invoice NCE AND PAN	— 12/6/2013 IOLA COUNTY P	12/6/2013 DOL - PANOLA			12/6/2013	230 00	0 00	0 00	0.00	230 00
Item Description NIKOLAI M DECEMBER ALLOW Distributions	Commod ANC N/A	ity		Units 0 00	Price 0 00	Amount 230 00	0 00	Shipping 0 00	Discount 0 00	Total 230 00	
Account Number 881-646-54740	Account Name SUPPLIES & CHII	LD CARE EXPENS	Project	Account I		Amount 230 00	Percen 100 00%	t			
Vendor: 01461 - TEWANNA	HENSARLING								Vendo	r Total:	330.0
12092013CD CHRISTMAS DINNER	Invoice PAN	12/6/2013 IOLA COUNTY P	12/6/2013 OOL - PANOLA	12/6/2 COUNTY		12/6/2013	100 00	0 00	0 00	0.00	100 00
Items Item Description	Commodi	ity .		Units	Price	Amount	Тах	Shipping	Discount	Total	
CHRISTMAS DINNER Distributions	N/A			0 00	0 00	100.00	0 00	0 00	0.00	100 00	
Account Number 881-646-54740	Account Name SUPPLIES & CHII	LD CARE EXPENS	Project	Account I		Amount 100 00	Percen 100 00%				
12092013CG SAM CHRISTMAS GIFTS Items	PAN	12/6/2013 IOLA COUNTY P				12/6/2013	200 00	0 00	0 00	0 00	200 00
Item Description SAM CHRISTMAS GIFTS	Commod N/A		-	Units 0 00	Price 0 00		Tax 0 00	Shipping 0 00	Discount 0 00	Total 200 00	
Account Number 881-646-54740	Account Name SUPPLIES & CHII		Project	Account I		Amount 200.00	Percen 100 00%				
12092013SMDA SAM DECEMBER ALLOW Items	PAN	IOLA COUNTY P	DOL - PANOLA	COUNTY	900	12/6/2013	30.00	0 00	0 00	0 00	30 00
Item Description SAM DECEMBER ALLOW Distributions	Commodi N/A			Units 0 00	Price 0 00	Amount 30 00	0 00	Shipping 0 00	Discount 0 00	Total 30.00	
Account Number 881-646-54740	Account Name SUPPLIES & CHIL		Project	Account H		Amount 30.00	Percen 100.00%				

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12/6/2013 12 13 51 PM

Page 3 of 5



Packet: APPKT02835 - 11-9-2013 CHILDWELFARE

Payable Summary

Туре	Count	Gross	Тах	Shipping	Discount	Total	Manual Payment	Balance
Invoice	17	2,260 00	0 00	0 00	0 00	2,260 00	0 00	2,260.00
	Grand Total:	2,260.00	0.00	0.00	0.00	2,260.00	0.00	2,260.00

* Payable Register

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Packet: APPKT02835 - 11-9-2013 CHILDWELFARE

Account Summary

Account	Name		Amount
<u>881-646-54740</u>	SUPPLIES & CHILD CARE EXPENSE		2,260 00
		Total:	2,260.00

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 9, 2013

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.

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 9, 2013

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 2014.

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

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

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

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

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

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

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

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

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

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

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

Signature of Bidder

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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.

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

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

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

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

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

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

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

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

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

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

Signature of Bidder

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

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

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

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

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

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

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

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

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

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

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

Signature of Bidder

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

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

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

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

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

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

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

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

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Signature of Bidde

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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.
- <u>JET A FUEL</u> 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. <u>BIDS MUST INCLUDE VERIFICATION OF THE</u> <u>REFINERY RACK PRICE FOR 11/28/13</u>, <u>BIDS THAT DO NO INCLUDE THIS</u> <u>INFORMATION WILL NOT BE CONSIDERED</u>.

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 2014 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.

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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 1 (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 2014, Aviation gasoline for the following price:

- \$.13 a) Aviation Gasoline 100LL at cents per gallon over refinery rack price.
 - Refinery rack price on 11-28-13 \$3.40490 cents/gallon.
- **** Additional Freight Charges for Bobtail Load cents per gallon. b)
- Jet A at \$.12 cents per gallon over refinery rack price. c) Refinery rack price on 11-28-13 \$3.03660 cents/gallon.
- Additional Freight Charges for Bobtail Load **** cents per gallon. d)
- b)**** 6,000 gal + .155 4,000 gal + .195 2,000 gal + .355
- d)**** 6,000 gal + \$.145 4,000 gal + \$.185 2,000 gal + \$.345

Exceptions To Specifications: Avfuel can provide Jet A w/pre-mixed additive for an additional \$.015 per gallon over the straight Jet A price shown above. The above prices do not include any local, state or federal taxes. Avfuel will charge you the appropriate taxes: which are currently \$.24591/gallon for Jet A and \$.1959/gallon for Avgas 100LL.

This pricing is available for Delek Retining Products only.

SIGNATURE

1941 Navajo Circle ADDRESS

(800)351-1393 / (325)673-8838 TELEPHONE NUMBER

ACCEPTED:

inderm

Avfuel Corporation COMPANY NAME 79602 Texas Abilene, ZIP CITY STATE

December 3, 2013 DATE

-9-13

DELEK REFINING

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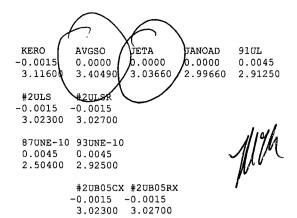
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TYLER- TERMINAL 18:00 Change: 11/27/13 Price:

TXLED DIST. 18:00 Change: 11/27/13 Price:

TYLER - TERMINAL 18:00 Change: 11/27/13 Price:

TYLER - BIO DIST 18:00 Change: 11/27/13 Price:



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PANOLA COUNTY COURTHOUSE HOLIDAYS FOR 2014

January 1	Wednesday	New Year's Day	8 Hours
January 20	Monday	Martin Luther King, Jr. Day	8 Hours
February 17	Monday	Presidents' Day	8 Hours
April 18	Friday	Good Friday	8 Hours
May 26	Monday	Memorial Day	8 Hours
July 4	Friday	Independence Day	8 Hours
September 1	Monday	Labor Day	8 Hours
November 11	Tuesday	Veterans Day	8 Hours
November 26 November 27 November 28	Wednesday Thursday Friday	Thanksgiving	8 Hours 8 Hours 8 Hours
December 24 December 25 December 26	Wednesday Thursday Friday	Christmas 	8 Hours 8 Hours 8 Hours

TOTAL HOLIDAY HOURS

112 Hours

ADOPTED unanimously by the Commissioners' Court of Panola County in Regular Session held on December 9, 2013.

David L. Anderson, County Judge

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT HOLIDAYS FOR 2014

January 1	Wednesday	New Year's Day	10 Hours
January 20	Monday	Martin Luther King, Jr., Da	y 10 Hours
April 17	Thursday	Good Friday	10 Hours
May 26	Monday	Memorial Day	10 Hours
July 3	Thursday	Independence Day	10 Hours
September 1	Monday	Labor Day	10 Hours
November 11	Tuesday	Veterans Day	10 Hours
November 26 November 27	Wednesday Thursday	Thanksgiving	10 Hours 10 Hours
December 23 December 24 December 25	Tuesday Wednesday Thursday	Christmas	10 Hours 10 Hours <u>10 Hours</u>

TOTAL HOLIDAY HOURS

:

120 Hours

ADOPTED unanimously by the Commissioners' Court of Panola County in Regular Session held on December 9, 2013

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David L. Anderson, County Judge

ORDER #2013-18

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 2014.

ADOPTED AND PASSED IN OPEN COURT this 9th day of December, 2013.

Ronnie LaGrone Commissioner, Precinct 1

rank R. Langley, Jr

Commissioner, Precinct 3

ATTEST[.]

ara Jones, Couhtv Clerk

undersn David L. Anderson, County Judge

John Gradberg

Commissioner, Precinct 2

Dale LaGrone Commissioner, Precinct 4



TELEPHONE (903) 693-0391





FAX (903) 693-2726

COUNTY JUDGE **DAVID L. ANDERSON** PANOLA COUNTY COURTHOUSE CARTHAGE, TEXAS 75633

December 9, 2013

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 electrical 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,

David L. Anderson County Judge

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VOL. 86 PAGE 622 ORDER #2013-19

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 2014; 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 9th day of December, 2013

Júdge David L Anderson

Honorable Ronnie LaGrone Commissioner, Precinct One

Honorable Jolon Gradberg Commissioner, Precinct Two

Honorable Frank R Langley, Jr.

Commissioner, Precinct Three

1821

Honorable Dale LaGrone

ATTEST:

County Clerk Clafa/Jones

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 2014;
- 2 All food vendors who will supply food in Fiscal Year 2014 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 2013 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 1st and April 1st 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 9th day of December, 2013.

NC

County Judge David L Anderson

Honorable Ronnie LaGroné Commissioner, Precinct One

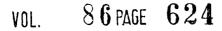
Honorable John Gradberg Commissioner, Precinct Two

ATTEST:

County Clerk Ølara Jones

Honorable Frank R. Langley Commissioner, Precinct Three

Honorable Dale LaGrone s Commissioner, Precinct Four





AMERICAN ELEVATOR TECHNOLOGIES P.O. BOX 150 CARTHAGE, TEXAS 75633 PHONE: (903)690-1133 FAX: (903)678-4002

CONTRACT OF ÅGREEMENT

TO: PANOLA COUNTY COURTHOUSE 110 SOUTH SYCAMORE ST. CARTHAGE, TX 75633 DATE: 10-03-2013

ATTN: FRED HIGHTOWER

AMERICAN ELEVATOR TECHNOLOGIES HEREBY PROPOSES A PREVENTIVE MAINTENANCE AND TROUBLE CALL CONTRACT REGARDING THE ELEVATOR EQUIPMENT FOR THE ABOVE BUSINESS ENTITY. ALL SERVICES ARE SUBJECT TO A.E.T.'S TERMS AND CONDITIONS. THIS CONTRACT BINDING THESE TWO ENTITIES WILL BE FOR TWELVE MONTHS FROM JANUARY 1, 2014 THRU DECEMBER 31, 2014.

PRICE: \$2,700.00 PER YEAR PAID AT \$225.00 PER MONTH.

EQUIPMENT DESCRIPTION: ONE DOVER DMC THREE STOP HYDRAULIC ELEVATOR, AND ONE SCHINDLER 300A THREE STOP HYDRAULIC ELEVATOR.

- PAYMENT: PAYABLE IN FULL WITHIN 30 DAYS OF INVOICE. LATE OR NON-PAYMENT WILL RESULT IN ASSESSMENT OF INTEREST CHARGED OF A MONTHLY INTEREST RATE AT THE HIGHEST LEGAL RATE AVAILABLE, AND ANY COLLECTION COST INCLUDING ATTORNEYS' FEES. BREECH OF CONTRACT OR EARLY OUT WILL RESULT IN PAYMENT IN FULL FOR REMAINDER OF CONTRACT COST.
- COVERAGE: AMERICAN ELEVATOR TECHNOLOGIES IS COVERED WITH A COMPREHENSIVE LIABILITY UP TO TWO MILLION DOLLARS SINGLE LIMIT PER OCCURRENCE.

TERMS AND CONDITIONS COVERED UNDER CONTRACT

- 1. MONTHLY PREVENTIVE MAINTENANCE EXAMS ON ALL HYDRAULIC ELEVATORS.
- 2. ALL TROUBLE CALLS DUE TO MECHANICAL FAILURE OR REGULAR WEAR AND TEAR. (OVERTIME CALLS OUTS COVERED)
- 3. A MAXIMUM OF TWO HOUR RESPONSE TIME ON CALL OUTS.
- 4. ANNUAL PRESSURE TEST ON HYDRAULIC ELEVATORS.
- 5. MONTHLY FIRE SERVICE INSPECTIONS.
- 6. ALL PARTS THAT MAY BE REPLACED DUE TO NORMAL WEAR AND TEAR.
- 7. WE WILL PROVIDE AN OIL USAGE LOG, MAINTENANCE LOG, FIRE SERVICE LOG, AND A MAINTENANCE MANAGEMENT PROGRAM IN EACH MACHINE ROOM.
- 8. ANNUAL STATE INSPECTION AND INSPECTORS FEES ON BOTH ELEVATORS.

TERMS AND CONDITIONS NOT COVERED UNDER CONTRACT

- 1. ANY TROUBLE CALLS OR DAMAGE DUE TO FIRE, THEFT, LIGHTNING, WATER DAMAGE, MALICIOUS MISCHIEF, OR ANY ACTS OF GOD.
- 2. ANY PART THAT HAS BECOME OBSOLETE OR NO LONGER AVAILABLE FOR PURCHASE.
- 3. ANY PARTS THAT MAY BREAK OR FAIL DUE TO A SAFETY OR PRESSURE TEST.
- 4. ANY UNDERGROUND PARTS.
- 5. DO NOT COVER THE ELEVATOR PHONE OR PHONE LINE.
- 6. FIRE EXTINGUISHER IN MACHINE ROOMS.

1

AMERICAN ELEVATOR TECHNOLOGIES DOES NOT HAVE AN HOURLY MINIMUM ON ANY WORK. WHAT WE WORK IS WHAT WE CHARGE.

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AMERICAN ELEVATOR TECHNOLOGIES P.O. BOX 150 CARTHAGE, TEXAS 75633 PHONE: (903)690-1133 FAX: (903)678-4002

LABOR COST SHEET

HOURLY STRAIGHT TIME MECHANIC RATE: \$125.00 PER HOUR HOURLY STRAIGHT TIME HELPER RATE: \$80.00 PER HOUR

HOURLY OVERTIME MECHANIC RATE: \$250.00 PER HOUR HOURLY OVERTIME HELPER RATE: \$160.00 PER HOUR

STRAIGHT TIME HOURS ARE AS FOLLOWS: MONDAY THROUGH FRIDAY

BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM. ANY ADDITIONAL HOURS WORKED WILL BE BILLED AS OVERTIME.

HOLIDAYS DO NOT AFFECT PAY RATES. THEY ARE CHARGED THE SAME AS ANY OTHER DAY.

MILEAGE RATE WILL BE CHARGED AT \$1.00 PER MILE. MILEAGE FLUCTUATES WITH FUEL PRICES.

ACCEPTANCE BY YOU AS BUILDING OWNER OR REPRESENTATIVE OF PROPERTIES, AND APPROVAL BY AMERICAN ELEVATOR TECHNOLOGIES REPRESENTATIVE WILL BE REQUIRED TO VALIDATE THIS CONTRACT. UPON SIGNING, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS SERVICE CONTRACT.

ACCEPTED:	Λ
SIGN: Darial	Cluckrom

David L. Anderson PRINT:

For: Panola County

TITLE: County Judge

DATE:___ 12-09-13

APPROVED:

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SIGN; Michael Williford

DATE: 10-3-13

" TO GOD BE THE GLORY "



86 PAGE 628

Fire and Safety Equipment 1087 County Road 3031 Carthage, TX 75633 903-693-8292

November 1, 2013

This is a contract for services rendered from January 02, 2014 to December 31, 2014 are between **Fire and Safety Equipment and All Panola County Assets**. (Each Asset Location to be indicated on Invoice)

The following are prices for Fire Extinguisher Services for 2014:

Annual certification of each extinguisher \$4.00

6 Month Kitchen suppression system certification \$99.95 plus parts. (Fusible Links 14.95 each) addition labor at \$85.00 per hour when required for maintenance of system.

Maintenance of ABC fire extinguishers:

Recharge 2 ½ Lb ABC Dry Chemical Extinguisher: \$14.00 plus parts when needed.
Recharge 5 Lb ABC Dry Chemical Extinguisher: \$25.00 plus parts when needed.
Recharge 10 Lb ABC Dry Chemical Extinguisher: \$39.95 plus parts when needed.
6 Year maintenance and Certification: Fire extinguisher 2 ½ Lb ABC \$24.00 plus parts
6 Year maintenance and Certification: Fire extinguisher 5 Lb ABC \$35.00 plus parts
6 Year maintenance and Certification: Fire extinguisher 10 Lb ABC \$49.95 plus parts
2 ½ Lb Cylinder Hydrostatic Testing: \$18.95 when needed plus recharging fees.
5 Lb Cylinder Hydrostatic Testing: \$24.95 when needed plus recharging fees.
10 Lb Cylinder Hydrostatic Testing: \$24.95 when needed plus recharging fees.
Parts Prices: Valve Stem \$9.95, O Rings \$2.00, Gaskets \$2.00, Pull Pin \$2.00, Handles \$9.95
Gauges \$14.95, Service Collars \$2.00, Hose/Horn \$9.95
Labor for others services: Services other than above \$85.00 per hour per Technician.

New Fire Extinguishers

2 ½ LB ABC Dry Chemical Extinguisher \$44.95
5 LB ABC Dry Chemical Extinguisher \$64.95
10 LB ABC Dry Chemical Extinguisher \$99.95
23 LB ABC Dry Chemical Extinguisher \$159.95

Work to be performed during normal business hours of Monday thru Friday 8am to 5pm. This is a binding agreement when signed by both parties; Fire and Safety Equipment and Panola County, TX.

Date

Joe Plante Fire and Safety Equipment Carthage TX ECR-2028. 903-693-8292

Interon

Judge or Authorized Signer

DATE: November 08, 2013

To: Panola County Commissioner's Court

From: S&W Filter Service, Inc.

Subject: HVAC Filter Service Bid Price For January 01,2014 Thru December

31,2014. The price quoted includes cost of filters and labor.

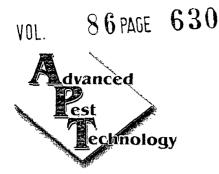
Building: Annual Bid Price:

College Street Annex	\$240.00
Jail New Detention Ctr	\$868.00
Sheriff's Office	\$126.00
Court House Annex	\$189.00
Judicial Ctr	\$ 450.00
Probation	\$105.00
Court House	\$1044.00

Total \$3022.00

Thank You, Stan Winn Frank Winn

Jauch anderen 12-9-13



October 08, 2013

Panola County Courthouse Room 213 A Courthouse Annex Carthage, Texas 75633

RE: Pest Control Quote

Mr. Hightower:

Thank you for your time and for giving me the opportunity to provide a quote for the pest control service for Panola County for the dates from January 1, 2014 to December 31, 2014.

I have serviced East Texas for the last 20 years using the latest techniques in the pest control industry. I use low odor chemical or bait depending on which is determined to be more effective.

The property will be treated on a monthly basis with us being on property once a month. Each month we will treat the original and new courthouse, Sheriffs office, probation offices, Detention Center and the College Street Annex building, we will perform any reservices that are needed. The monthly fee of \$540.00 will cover all of your general pests, including roaches, ants, rats, mice, silverfish.

If you have any questions or concerns, please call me at 903-693-8808.

Sincerely.

David Hastings, Owner

DK pouch enobusm 12-9-13

P O. Box 1216 • 103 Meadowbrook • Carthage, TX 75633 • Phone⁻ 903-693-8808 • Fax. 903-693-8691



HAVE SPRAY GUN WILL TRAVEL"

Remit to: P. O. Box 48 Carthage, Texas 75633 903-693-7954 Office 903-692-0637 Mobile TPCL 11069

Proposal for Pest Control Services for 2014

To: Panola County Courthouse

Attention: Fred Hightower

Contract Period from January 1,2014 through December 31,2014

To Whom It may Concern:

Paladin Pest Management is seeking a contract as stated for the above dates for the Panola County Courthouse and Annex, Sheriffs Office, Probation Offices, Detention Center, College Street Annex, and Judicial Center.

The monthly charges will be as follows:

Courthouse and Annex:	
Sherriffs Office:	# 5000
Probation Offices:	\$ 5000
Detention Center:	\$ 100 02 \$ 500
College Street Annex:	\$5000
Judcial Center:	\$ (00° 50. 20
	1550° CX

Thank you for your consideration, Jack Payne, Paladin Pest Management

AM

Mutual Sprinklers, Inc.

Mutual Sprinklers 2221 W. SW Loop 323, #106, Tyler, TX 75701 Phone 903-939-2066 | Fax 903-939-2019

www.mutualsprinkters.com

∎Oct. 2. 2013 3:30PM



TEXAS LICENSE # SCR - G-1734091

Date: 10/1/2013

Fire Sprinkler Inspection and Service Contract

Mutual Sprinklers, proposes to the Panola County Detention and The Panola County Judicial Building to provide all labor and any needed maintenance, including inspections, at the following rates:

Property Location covered 108 S. Sycamore

Carthage, TX. 75633

ps. ANNUAL INSPECTIONS

- Annual inspection of (2) Wet Sprinkler System, (3) Backflow Assemblies and (1) Fire Pump.

TOTAL PRICE = \$900.00 per Annual Inspection. Fire Sprinklers only.

An Hourly Rate of \$75.00 per hour with a two hour minimum will be charged for any service work performed during normal working hours.

An hourly rate of \$112.50 per hour will be charged for any service work performed after normal working hours and holidays.

Any work to be performed outside of the work listed above must be pre-approved by owner. Owner will not be liable for payment for work outside of scope above unless pre-approval has been given in the form of a signed work order or proposal.

Mutual Sprinklero, chall maintain incurance in the following minimum amounts for the term of this agreement and any subsequent renewals. Mutual Sprinklers will provide evidence of this insurance to the customer at the onset of the agreement and at each subsequent renewal.

a) Workers Compensation- Statutory Limits

Louisiana

VOL

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Mutual Sprinklers, Inc.



Mutual Sprinklers 2221 W. SW Loop 323, #106, Tyler, TX 75701 Phone 903-939-2066 | Fax 903-939-2019

www.mutualsprinklers.com



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b) Employers Liability- \$1,000,000 c) General Liability- \$1,000,000 Each Occurrence d) Umbrella/Excess Liability- \$5,000,000

The entire balance will be due within 30 (Thirty) days after completion. All work will be completed in a timely manner according to standard practices and current NFPA regulations. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written order and will become an extra charge above this proposal. All agreements are contingent upon accidents or delays beyond our control. Property owner will have proof of all necessary insurance. Mutual Sprinklers, employees are fully covered by Workman's Compensation Insurance.

The term of this agreement shall be continuous, commencing on the date of this agreement, covering the period starting on the first day of January, 2014 and ending on the last day of December, 2014 or thereafter until terminated by (30) days written notice by either party to the other after this contract has been in effect for a minimum of one year.

This proposal may be withdrawn by Mutual Sprinklers, if not accepted within 60 days from the date of original submission.

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Authorization to perform these services will be granted upon signed proposal.

Panola County Detention and Panola County Judicial

Signature

David L. Anderson

Print Name

12-09-13

Date

Randy Bunn

Name

Mutual Sprinklers Phone: 903-939-2066 Fax: 903-939-2019 rbunn@mutualsprinklers.com

American Fire Protection Group, Inc.

Corporate Office Louisiana

Standard Automatic Fire Ent. New Mexico, Texas

TERMS AND CONDITIONS

The Work Authorization, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Work Authorization only. If Customer wants Mutual Sprinklers (The Company) to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties

2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.

4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES OR LIABILITIES, OF ANY KIND, RESULTING FROM OR IN ANY MANNER RELATED TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK), AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING TO UT OF THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY S NEGLIGENT ACTS OR OMISSIONS BUT SUBJECT TO THE LIMITATION IN PARAGRAPH 5. 2 BELOW. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDI

5. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES:

a. CUSTOMER AGREES THAT THE LIABILITY OF COMPANY, IT'S OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS TO CUSTOMERS AND OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY, ARISING OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS, SHALL BE LIMITED TO THE LESSER OF \$ 10,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK PERFORMED BY THE COMPANY THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS.

6. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES TO BE RENDERED AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.

7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection.

8 This Agreement may not be assigned by Customer without the written consent of the Company.

9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work

10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 8% per annum on all past due sums, together with all costs of collection, including attorney's fees.

11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The taw of the state where the work is performed will govern This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

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PREVENTATIVE MAINTENANCE AGREEMENT

STEWART & STEVENSON LLC. (hereinafter "S&S") agrees to provide to Panola County Courthouse (hereinafter "Customer") and Customer agrees to accept and pay for parts and services necessary for the periodic inspection and repair of the equipment described in Exhibit "A" attached hereto (the "Equipment") in accordance with the following terms and conditions.

1. Term: This agreement shall be for the term of one (1) year, unless earlier terminated as provided herein below, and shall automatically renew at prices then in effect for successive terms of one (1) year commencing on the last day of the preceding term unless written notice of termination is received by either party at least thirty (30) days prior to the end of the initial term or any subsequent term. Customer Termination Policy is valid as follows: It is Customer's intent to pay the consideration herein ser forth for the full Term or Use. However, in order to not create a debt and be in compliance with the Texas constitution, Panola County reserves the right to terminate this agreement at the end of the budget years.

2. Payment: Customer agrees to pay S&S an annual amount of \$1,690.00, plus applicable state and local taxes, payable in (check one) \square one lump sum, \square semi-annual instaliments of \$, or \square quarterly installments of \$, plus taxes. Each installment will be due and payable upon receipt of invoice by Customer, with said invoices being sent by S&S upon completion of each periodic inspection called for herein.

3. Inspection and Repairs:

3.1 Services Included: S&S, during normal business hours, shall periodically inspect the Equipment (check one) one (1), 🛛 two (2), or 🗌 four (4) times per year for the duration of this Agreement. Said inspections shall be limited to the following:

(a) Engine Lubrication System: Visually check for leaks. Change lube oil and filters every 12 months or 150 operating hours whichever occurs first.

(b) Engine Air Cleaners: Visually inspect.

(c) Ignition System: Replace spark plugs as needed. Check magneto. Set timing, if needed.

(d) Governor; Check and set speed, sensitivity and oil level.

(e) Engine Cooling System: Check general condition. Check antifreeze and add, if needed. Check coolant level. Pressure test system. Add additives to antifreeze once a year as needed. Check belts and hoses.

(f) Engine Electric System: Hydrometer test battery. Clean and lubricate battery posts and cables. Check alternator belts. Check battery charger for proper operation.

(g) Engine Fuel System: Visually check for leaks. Check all visible connections and flexible hoses. Adjust carburetor. Change fuel filters once a year with oil change or as needed. Clean fuel strainers. Check for water in day fuel tank and main fuel tank.

(h) Engine exhaust System: Visually check for leaks or corrosion. Check condensation trap and muffler condition.

(i) AC Generator: Visually inspect generator condition. Check slip rings and commutator for wear. Check lubrication of rear generator bearing.

(j) Engine Driven Flood or Fire Pump: Visually inspect pump and check packing gland.

(k) Miscellaneous: Check all instruments for proper operation. Check timers and relays for proper operation. Check all connections for tightness. Check safety circuits, shutdowns and alarm systems.

(I) Operation: Run engine unloaded. At Customer's request and in his presence, transfer load to generator set and make adjustments if needed.

(m) Take oil sample and have tested by an analysis company

3.2 Parts included:

(a) In connection with the performance of the foregoing inspections, S&S agrees to furnish at its expense the following parts and supplies:

Engine crankcase oil, engine oil filter elements, spark plugs, fuel filter elements, antifreeze

(b) Except as specifically set forth in paragraph 3.2(a), Customer shall pay for all parts and supplies in connection with the periodic inspections or the operation of the Equipment. Customer shall pay for all parts and supplies, including those described in paragraph 3.2(a), which are needed to repair damages caused by abuse, theft, improper operation, acts of third persons, forces of nature or alteration of the Equipment.

4. Additional Repairs: Any repairs requested by Customer between periodic inspections will be provided at S&S's then current rates for parts, labor and travel expenses from S&S's location to jobsite.

5. Reports: Upon completion of each periodic inspection and/or additional repair S&S shall report its findings and recommendations to the Customer in substantially the form attached hereto as Exhibit "B." S&S shall have no liability for any failure to recommend repairs or modifications to the Equipment.

6. Warranties and Indemnity:

6.1 S&S warrants that it will promptly redo any work under this Agreement that, within ninety (90) days after such work was originally performed, exhibits any defect in workmanship. The liability of S&S under this provision is limited to the reperformance of such work and the cost of any repairs to the Equipment arising from defective work. S&S makes no warranty regarding and assumes no liability for any defects in materials or workmanship relating to goods and materials used with or incorporated in the Equipment and expressly disclaims any implied warranty or merchantability or fitness for purpose relating to any such goods or materials.

6.2 S&S agrees to indemnify and hold Customer harmless of and from any and all losses, damages, claims or causes of action, including costs and attorneys' fees arising out of or in any way connected with

(a) injuries to or death of any employee or employees of S&S, its subcontractors or its independent contractors or for any damage whatsoever to the property of S&S, its subcontractors or its independent contractors or any of the employees of S&S, its subcontractors or independent contractors sustained at, around or in connection with the work; or

(b) claims by any third party to the extent based upon the negligent act or omission of S&S, its employees, its subcontractors or independent contractors or the employees of its subcontractors or independent contractors.

S&S expressly represents and agrees that the indemnification provided for in clause (a) above is intended to and shall indemnify the Customer against the consequences of the Customer's and its employees' own negligence or strict liability in tort unless such negligence or strict liability in tort is the sole producing cause of such injuries, death or property damage.

6.3 Customer agrees to indemnify and hold S&S harmless of and from any an all losses, damages, claims or causes of action, including costs and attorneys' fees arising out of or in any way connected with

(a) injuries to or death of any employee or employees of the Customer, its contractors other than S&S or any damage whatsoever to the property of the Customer, its contractors other than S&S or any of the employees of the Customer or its contractors other than S&S regardless of whether such are based in whole or in part on contract, negligence or strict liability in tort; provided, however, that the Customer shall have no obligation to indemnify S&S from any loss of or damage to the Equipment arising solely from the negligent act or omission of S&S or from a breach of the Agreement by S&S; or

(b) claims by any third party to the extent based upon the negligent act or omission of Customer, its employees, its subcontractors or independent contractors or the employees of its subcontractors or independent contractors.

Customer expressly represents and agrees that, except as set forth in the proviso, the indemnification provided for in clause (a) above is intended to and shall indemnify S&S against the consequences of S&S's and its employees' own negligence or strict liability in tort unless such negligence or strict liability in tort is the sole producing cause of such injuries, death or property damage.

7. Limitation of Liability: S&S'S LIABILITY UNDER THIS AGREEMENT, IF ANY, SHALL BE LIMITED TO THE ANNUAL CONTRACT AMOUNT FIRST PRINTED ABOVE. IN NO EVENT SHALL S&S BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DOWN TIME, DAMAGES AS PROVIDED BY THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, OR OTHERWISE.

VOL

8. Miscellaneous:

8.1 Governing Law: The parties agree that this Agreement has been executed and shall be construed in accordance with the laws of the state in which the S&S branch indicated below is located. Any legal action regarding this Agreement or the obligation of either party shall be brought in courts sitting in the county or parish in which such branch is located or in Harris County, Texas to the exclusion of all other jurisdictions or venues, the parties hereto agreeing that this Agreement is performable in whole or in part in such jurisdiction and venue.

8.2 Force Majeure: The performance by S&S of its obligations under this Agreement shall be subject to floods, strikes or other labor disputes, fires, accidents, wars, delays of carriers, restraints of governments or any other cause beyond the reasonable control of S&S.

8.3 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior and simultaneous agreements, representations or understandings relating to the same subject matter. The terms hereof may not be amended or supplemented except by a writing signed by both parties. S&S has not authorized any person to make changes or additions to or deletions from this Agreement.

8.4 Waiver: Failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision hereof. Any waiver of any provision hereof shall not constitute a waiver of any other provision or a continuing waiver.

8.5 Assignment: This Agreement may be assigned by S&S to any wholly-owned subsidiary of S&S or to any person who acquires substantially all of the assets of the S&S branch indicated below and any such assignment shall relieve S&S of any liability hereunder. This Agreement shall be assigned by Customer to any person who acquires the Equipment but such assignment shall not relieve Customer of its obligations hereunder. This Agreement may not otherwise be assigned by either party.

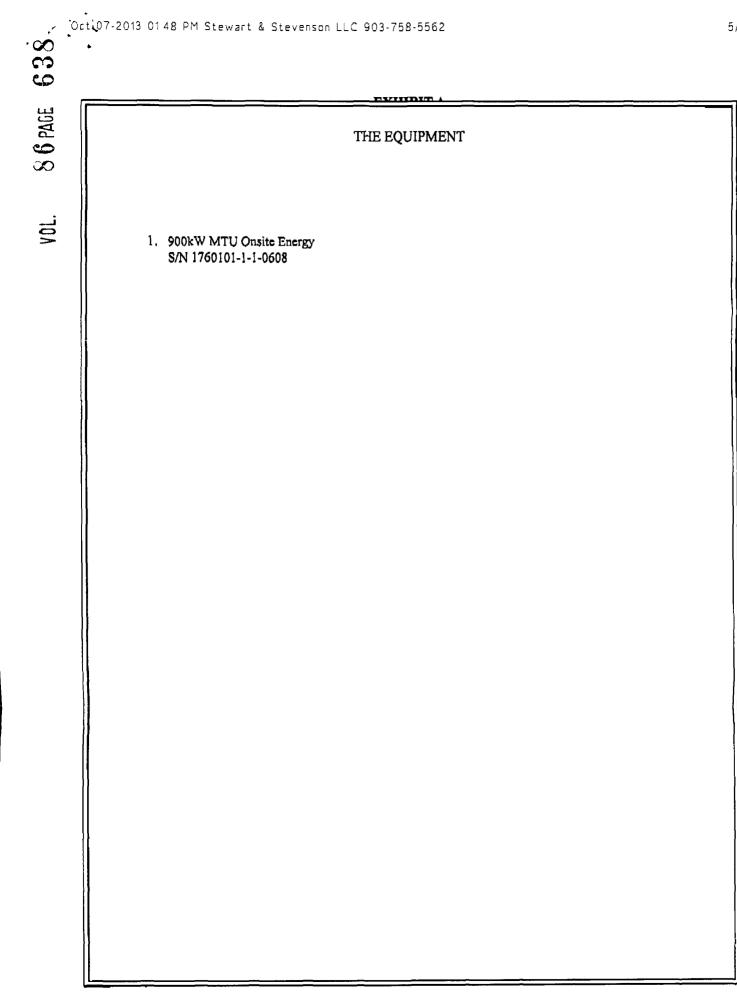
8.6 Notices: All notices required herein shall be made in writing sent Certified Mail, Return Receipt Requested to the following address:

To:	Stewart & Stevenson LLC	To:	Panola County Courthouse (Customer)
At:	4935 Whitehurst Drive	At:	110 South Sycamore
	Longview, TX 75601		Carthage, TX

IN WITNESS WHEREOF, S&S and Customer have caused this Agreement to be executed this 1/2 day of DEC, 2013.

STEWART & ST By: Its: (Title) County Courthouse Panola By: Its:

\$\$\$0664 (12/98)



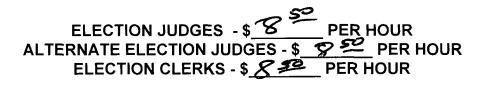
2014 PAYMENT SCHEDULE FOR ELECTION WORKERS

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session

this 9th day of December, 2013, in order to be in compliance with federal and state law,

do hereby adopt the following payment schedule for election workers in elections

supervised by Panola County for Fiscal Year 2014:



PERSON WHO PICKS UP AND RETURNS ELECTION MATERIALS TO RECEIVE AN ADDITIONAL \$_25

ADOPTED UNANIMOUSLY this 9th day of December, 2013 in open court.

David L. Anderson, County Judge



2014 PAYMENT SCHEDULE FOR

PETIT JURORS AND GRAND JURORS

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session

this 9th day of December, 2013 do hereby adopt the following payment schedule for petit

jurors and grand jurors for the Fiscal Year 2014

PETIT JURORS - \$10.00 PER DAY FOR REPORTING - \$40.00 PER DAY WHILE SERVING - \$10.00 FOR LUNCH WHILE SERVING

GRAND JURORS - \$10.00 PER DAY FOR REPORTING -\$40.00 PER DAY WHILE SERVING - \$10.00 FOR LUNCH WHILE SERVING

Said payment schedule is effective immediately.

ADOPTED UNANIMOUSLY this 9th day of December, 2013 in open court.

David L. Anderson, County Judge

ORDER #2013-21

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

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

NOW, THEREFORE, the Panola County Commissioners' Court, meeting in a properly called and posted meeting on this the 9th day of December, 2013, does hereby enter the following Order:

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

PASSED, APPROVED, and ADOPTED in Open Court on this the 9th day of December, 2013

Ronnie LaGrone Commissioner, Precinct 1

-rank R. Langley, Jr.

Commissioner, Precinct 3

ATTEST[.]

Clara Jones, County Clerk

John Gradberg / Commissioner, Precinct 2

David L. Anderson, County Judge

Dale LaGrone Commissioner, Precinct 4



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RESOLUTION #2013-03

WHEREAS, the Panola County Commissioners' Court adopted Order 1995-13 on November 13, 1995 as Panola County's Investment Policy as required by VTCA Government Code, Section 2256 005; and

WHEREAS, the same policy has been reviewed annually as required by VTCA Government Code, Section 2256 005(e) and the same policy has been annually re-approved by vote of the Commissioners' Court; and

WHEREAS, the annual review of the policy for 2013 is now due,

NOW, THEREFORE, IT IS RESOLVED, by the Commissioners' Court of Panola County, Texas meeting in Regular Session on December 9, 2013 that the Investment Policy as found in Order 1995-13 has been reviewed and is accepted without change

PASSED, APPROVED AND ADOPTED this 9th day of December, 2013 in Open Court.

Honorable Ronnie LaGrone Commissioner, Precinct One

Hpnorable John Gradberg Commissioner, Precinct Two

ATTEST.

Clara Jones, County Clerk

David L. Anderso

County Judge

Jounty Judge

Honorable Frank R Langley, Jr. Commissioner, Precinct Three

Honorable Dale LaGrone Commissioner, Precinct Four



ORDER 1995-13

VOL.

BE IT REMEMBERED AT A MEETING OF the Commissioners Court of Panola County, Texas held on the 13th day of November, 1995 on motion made by <u>Jianay Arvis</u> and seconded by <u>Dick Haubes</u>, with <u>all</u> voting in favor of the Order and <u>O</u> voting against, <u>O</u> abstentions and <u>C</u> absent, the following Order was adopted:

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

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

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

POLICY PURPOSE

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

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

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

It is the County's policy to provide periodic training in investments for all applicable personnel through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the applicable personnel in making investment decisions, in compliance with Section 2256,008 of the Public Funds Investment Act.

INVESTMENT SCOPE

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

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

INVESTMENT STRATEGY

All funds of Panola County that are invested are invested by matching the maturity of investments with tiabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing investment options available in this policy. It is the intent to invest most of the funds needed for current year operations in time deposits, certificates of deposit or security repurchase agreements in accordance with the depository contract. invested in other safe United States government investments if the yield is significantly greater than the rate guaranteed in the depository contract. However it is important that these other investments are backed by the full failh and credit of the United States government.

RESPONSIBILITY AND CONTROL

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

OBJECTIVES AND PRIORITIES

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

To understand the suitability of the investment to the financial requirements 1. of the entity.

To ensure the preservation and the safety of Panola County funds and to 2. avoid speculative investing.

To provide funds to meet the liquidity and cash needs of Panola County, Э. Texas.

To ensure the marketability of the Investment if the need arises to liquidate 4. the investment before maturity.

To ensure the diversification or maturity date of investment portfolio. 5.

To earn the maximum interest rate yield allowed through prudent and legal 6. investing of county funds consistent with the current Bank Depository Contract and federal and state law.

7. To provide for the safety of capital, securities and collateral.

The County Treasurer shall make re-investments upon written approval of 8. the County Auditor and the County Judge.

The County Treasurer shall receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

10. The County Treasurer shall comply with the laws of the State of Texas as defined in the Government Code, Chapter 2256, known as the "PUBLIC FUNDS INVESTMENT ACT" concerning the investment of county funds.

INVESTMENT METHODS

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

1. Time Deposits

Certificatos of Deposit 2.

Э. Security Repurchase Agreements

- Money Market Investment Accounts 4.
- Negotiable Order of Wilhdrawal (NOW) Accounts 5.
- United States Treasury Bills 6.
- 7. United States Government Securities

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

INVESTMENT INSTITUTIONS

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

INVESTMENT COLLATERAL

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

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

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

MATURITY AND DIVERSIFICATION

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

STANDARD OF CARE

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

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

1. The investment of all funds, or funds under the county's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

2. Whether the Investment decision was consistent with the written investment policy of the county.

AUDIT CONTROL

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

LIABILITY

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VOL.

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

INVESTMENT REPORTING

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

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

County Judge

Andikanita Commissioner, Precinct 1 -

Beeddy Jon Commissioner, Précinci 2

famming a Cømmissioner, Prec

Commissioner, Precinct

ATTEST:

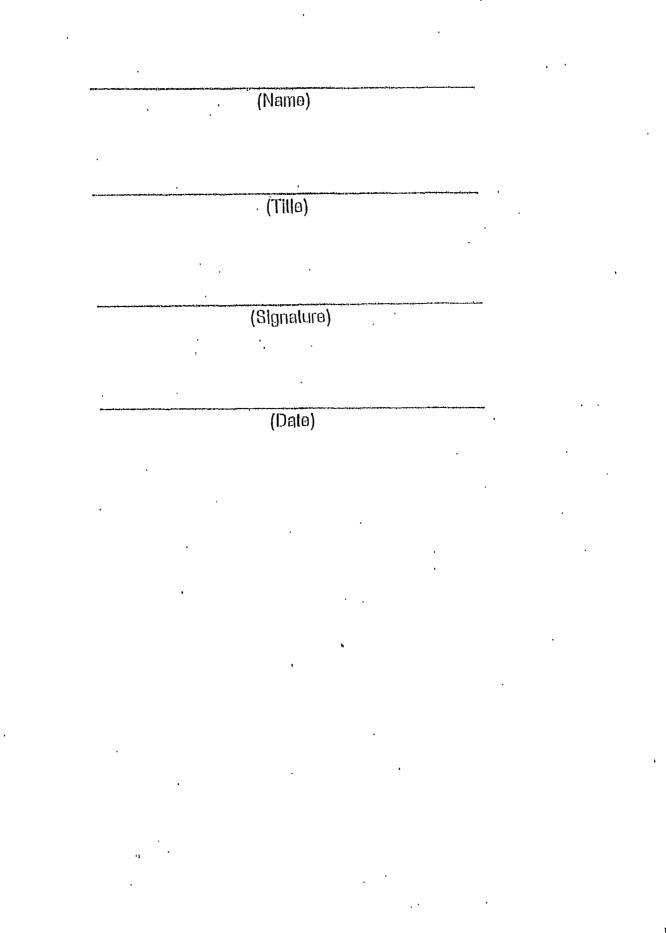
Scie Grafton County Clerk By: Martika R. Barer, Duputy

CERTIFICATION

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

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

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



FIRST STATE BANK & TRUST COMPANY

PANOLA COUNTY AIRPORT

SHARPE FIELD ADVISORY BOARD

APPOINTMENTS

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session

this 9th day of December, 2013 do hereby reappoint the following persons to two (2) year

terms on the PANOLA COUNTY AIRPORT - SHARPE FIELD ADVISORY BOARD.

STEVE CONROY

CLIFF TODD

Said appointments commence January 1, 2014 and end December 31, 2015.

PASSED UNANIMOUSLY this 9th day of December, 2013 in Open Court.

David L Anderson, County Judge

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

We, the Commissioners Court of Panola County, Texas meeting in Regular Session this 9th day of December, 2013 do hereby re-appoint the following persons to two (2) year terms on the **PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1 BOARD OF COMMISSIONERS**.

PALMER FUSELIER

REBECCA JOFFRION

Said re-appointments commence January 1, 2014 and end December 31, 2015

PASSED UNANIMOUSLY this 9th day of December, 2013 in open court.

David L. Anderson, County Judge

2014 MILEAGE REIMBURSEMENT SCHEDULE

We, the Commissioners' Court of Panola County, Texas meeting in Regular Session this 9th day of December, 2013 do hereby adopt the following mileage reimbursement schedule for Fiscal Year 2014:

REIMBURSE AT 56 CENTS PER MILE

Said mileage reimbursement schedule is effective January 1, 2014.

ADOPTED UNANIMOUSLY this 9th day of December, 2013 in open court

David L Anderson, County Judge

86 PAGE 651KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro USA, Inc. and Panola Justice of Peace #1, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time KellPro licenses you, our Customer, to use our software and services as described herein from 1/1/2014 until 12/31/2014 on the number of workstations shown below in exchange for \$5,103.80. Payment for products and services constitutes

acceptance of this agreement

- **Product Description or Service**
 - Court System Site With 1st Station on Server
- 25 Court System Additional Stations - One Deputy, One Counter, & Half of Anothe 1
 - OCA Reporting Module

Otv

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Software

The customer is licensed to use the KellPro software listed during the period of time listed for the license fee listed in the paragraph above. Using our software without a license is prohibited Making copies of our software or taking actions to distribute, disseminate, loan, or translate KellPro software is also prohibited. This license belongs only to the agency or business listed above. KellPro does not warrant that the operation of our software will be uninterrupted or error free but will use every reasonable effort to provide support when there is an issue related to our software

Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software; in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues Software licensing rates will not change during a licensing period.

Support

Unlimited toll free telephone support is provided for licensed customers. Support staff are available from 8.00 A M. to 5:00 P M CST, Monday through Friday (with the exception of Federal holidays observed in our area). After hours support is also available at our customary hourly rates Support will be provided over the telephone or Internet, therefore all customers are expected to have a working telephone and Internet connection. At the customer's request, KellPro will schedule on-site visits Support issues due to factors outside of the scope of the KellPro software, such as hardware failure, may result in additional fees if the duration of the support incident exceeds a reasonable amount of time Any additional fees that may apply for visits or non-KellPro software issues will be negotiated with the customer in advance.

Training and Documentation

Training is initially provided as part of a new installation. KellPro staff also typically schedules a visit to customer sites one or two times per year at no additional charge to the customer. These visits will provide informal training, on-site support issue resolution and any other activity related to the KellPro software that may be requested by the customer Written documentation (in electronic format) for the software will be provided during the initial training and is always available on request from KellPro support staff. Individualized on-site training may be requested by the customer at any time and is available at our standard rates.

Ownership of Data

Data entered into KellPro software is the property of the customer The data is stored in an industry standard format and may be extracted at will by the customer. The data is secured with user accounts and passwords to protect the integrity of the customer's data These security credentials (database user accounts, passwords, etc.) arc generally provided at installation time and may be requested at any time from KellPro support.

Environment

KellPro can only be responsible for KellPro software. Specific computer and network environment factors are required for KellPro software to function correctly. The correct software environment is configured when the software is installed initially. If the computer or network environment changes due to factors outside of the KellPro software, and the KellPro software is adversely affected, KellPro support staff will assist the customer in determining that such a change or failure has occurred. If such incidents are minor and infrequent, there is normally not a charge If the support incident becomes prolonged (normally more than 20 minutes) and appears to have causes outside of the KellPro software, the customer will be apprised of the possibility that the incident may become a billable event and the customer will be given opportunity to approve/disapprove the charges for continuation of the support incident.

Tim Keller - President, KellPro USA, Inc Date December 02, 2013

es A Sorensen - CEO, KellPro USA, Inc. Date December 02, 2013

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2-9.13

86 page 652VOL. KellPro Software and Service Agreement

Please retain for your records.

The following agreement is intended to guide the relationship between KellPro USA, Inc. and Panola Justice of Peace #2, our Customer. Our goal is to provide high quality products and services that meet your business needs in return for fair compensation for our intellectual property, service and time. KellPro licenses you, our Customer, to use our software and services as described herein from 1/1/2014 until 12/31/2014 on the number of workstations shown below in exchange for \$5,103.80. Payment for products and services constitutes

acceptance of this agreement

- **Product Description or Service** Court System Site With 1st Station on Server
- Court System Additional Stations Two Deputy Stations & Half of Another Stati
- OCA Reporting Module

Oty

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Software

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Licensing Fees

The licensing fee is assessed annually based on the fiscal accounting period for each customer. The fee covers the cost of supporting the software, in general providing toll free telephone support, providing bug fixes for the software, periodic customer care visits and nominal support time to identify non-KellPro related issues. Software licensing rates will not change during a licensing period.

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Tim Keller - President, KellPro USA, Inc Date December 02, 2013

A Sorensen - CEO, KellPro USA, Inc December 02, 2013

12-9-13



VOL. 86 PAGE 653 AUTHORIZATION TO MAKE OPTIONAL CONTRIBUTION TO THE COUNTY'S ACCOUNT IN THE SUBDIVISION ACCUMULATION FUND (SAF) (Revised 2013)

Employer # <u>282</u>

On this the <u>9th</u> day of <u>December</u>, 20<u>13</u>, the Commissioners Court of <u>Panola</u>

County, Texas ("the County") was convened in <u>regular</u> session with the following members present

David L. Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct 1
John Gradberg	Commissioner, Precinct 2
Frank R. Langley, Jr.	Commissioner, Precinct 3
Dale LaGrone	Commissioner, Precinct 4
Clara Jones	County Clerk

The County a participating employer in the Texas County and District Retirement System (hereafter "System") under Subtitle F, Title 8, Government Code (hereafter "TCDRS Act"). The County has determined that it is in the public interest to increase the retirement security of the members by accelerating the funding of past, current, and future benefit accruals by making an additional optional contribution to the County's account in the Subdivision Accumulation Fund in the System It is now, therefore ORDERED, that:

- 1 In addition to the monthly contributions that the County is required to make to the System, the County will make, as a single payment, an additional optional contribution of \$<u>1,329,725.00</u> to be credited to the County's Account in the Subdivision Accumulation Fund in the System.
- 2. The additional optional contribution shall be paid in such manner that the System will receive the funds at its offices before the last day of this calendar year.

Certification

I certify that the foregoing authorization concerning the County's optional contribution to the County's Subdivision Accumulation Fund accurately reflects the official action taken during a properly posted and noticed meeting by our Commissioner's Court and such is recorded in the official minutes.

County Clerk and Ex-Officio Clerk of the Commissioners Court

12-9-13

TCDRS * PO Box 2034 Austin TX 78768 * 800-823-7782 or 512-328-8889 * Fax 512-328-8887 * www.tcdrs.org

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ORDER #2013-22

WHEREAS, the Governmental Accounting Standards Board ("GASB") now requires Panola County to classify the fund balance amounts reported within our financial statement in accordance with the Comprehensive Fund Balance Policy adopted by the Commissioners' Court on November 14, 2011; and

WHEREAS, funds reported as "committed" includes amounts that can be used only for the specific purposes determined by a formal action of the Panola County Commissioner's Court; and

WHEREAS, "GASB Statement 54" requires that all such funds be committed before the end of the current fiscal year;

THEREFORE, IT IS HEREBY ORDERED by the Panola County Commissioners' Court, meeting in Regular Session this 10th day of December, 2012, as follows.

- 1 As of the date of this Order, the entire 1971 Road Bond Fund balance plus accumulated future interest is committed to road right-of-way purchases and utility adjustments; and
- 2. As of the date of this Order, the entire Permanent Improvement Fund balance plus accumulated future interest is committed to be used for airport construction and other major airport improvements; and
- As of the date of this Order, the entire Jail Improvement Fund balance plus 3 future accumulated interest is committed for future jail improvements and/or construction
- As of the date of this Order, the balance remaining in the Library 4. Construction Fund after payables is transferred to the General Fund.

APPROVED and ADOPTED in Open Court this 9th day of December, 2013

County Judge David L. Anderson

Commissioner, Precinct Three

Commissioner, Precinct One

Honorable John/Gradberg Commissioner, Precinct Two

Honorable Ronnie LaGrone

ATTEST: County Clerk Clara Jones

Honorable Dale LaGrone Commissioner, Precinct Four

Honorable Frank R Langley, Jr



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into September 23, 2013 by and between US Script, Inc. ("Business Associate") and Panola County IHCP ("Covered Entity").

WHEREAS, pursuant to an oral or written understanding or arrangement between Covered Entity and Business Associate ("Services Arrangement"), the parties intend for Business Associate to provide certain functions, activities, and/or services (collectively, "Services") to Covered Entity;

WHEREAS, in connection with such Services, Covered Entity will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entity, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) ("*PHI*"); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows

1. **Definitions**. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "Privacy Rule") and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the "Security Rule"), and the requirements of the final modifications to the Privacy Rule, Security Rule, et al, issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the "HIPAA Authorities." All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

2. <u>Interpretation of Provisions of this Agreement</u>. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

3. <u>Obligations of Business Associate</u>.

3.1 <u>Description of Services Provided</u>. The parties agree that, pursuant to the Services Arrangement, Covered Entity has retained or will be retaining Business Associate to perform certain Services which result in Business Associate creating and/or receiving PHI and/or Electronic PHI.

3.2 <u>Limits on Use and Disclosure</u>. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, the Services Arrangement, or as required by law.

Business Associate Agreement – US Script, Inc

1

VOL.





3.3 <u>Safeguards</u>. Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards, where applicable, with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by this Agreement.

3.4 <u>Mitigation of Harm</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

3.5 <u>Report of Improper Use or Disclosure</u>. Business Associate agrees to notify Covered Entity, in writing or orally, without unreasonable delay, but in no case more than fourteen (14) calendar days, of any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, or any successful Security Incident of which Business Associate becomes aware. Business Associate shall report to Covered Entity a Breach of Unsecured PHI, following discovery of such Breach by Business Associate. Such reporting shall be in compliance with 45 CFR § 164.410.

3.6 <u>Agents and Subcontractors</u>. Business Associate agrees to ensure that any agent or subcontractor to whom Business Associate provides PHI agrees in writing to restrictions and conditions substantially similar to those that apply to Business Associate through this Agreement with respect to such PHI prior to the actual disclosure of PHI to such agents or subcontractors.

3.7 <u>Access to Records</u>. At the request of Covered Entity and within ten (10) business days of such request and in the manner mutually agreed upon by Covered Entity and Business Associate, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in a manner compliance with 45 CFR §164.524.

3.8 <u>Amendments to PHI</u>. At the request of Covered Entity, or, as directed by Covered Entity, at the request of an Individual, Business Associate shall make, within ten (10) business days of such request and in the manner mutually agreed upon by Covered Entity and Business Associate, any amendment(s) to PHI in a Designated Record Set to which the Covered Entity has agreed pursuant to 45 CFR §164 526.

3.9 <u>Availability of Internal Practices, Books and Records</u>. Business Associate shall make its internal practices, books and records, including but not limited to policies and procedures relating to the use and disclosure of PHI, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Authorities, in a time and manner designated by the Secretary, as applicable.

3.10 Accounting of Disclosures. Business Associate shall maintain for a period of six (6) years an accounting of all disclosures of PHI that are required to be maintained under 45 CFR § 164.528 of the HIPAA Authorities. Such accounting shall include, (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (IV) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §164.502; 164 508; 164. 510; 164.512, etc.). Business Associate shall further provide the information collected pursuant to this Section to Covered Entity or an Individual, within ten (10) business days of such request and in the manner mutually agreed upon by Covered Entity and Business Associate,

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as necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3.11 <u>Disclosure of Minimum PHI</u>. Business Associate agrees that it shall request, use, and/or disclose only the amount of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement.

4. <u>Permitted Uses and Disclosures by Business Associate</u>.

41 <u>Use or Disclosure to Perform Functions, Activities, or Services</u>. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity as specified in this Agreement and the Services Arrangement, provided that such use or disclosure would not violate the applicable HIPAA Authorities if done by Covered Entity

4.2 <u>Appropriate Uses of PHI</u>. Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3 <u>Confidentiality Assurances and Notification</u>. Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4.4 <u>Data Aggregation Services</u>. As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

5. **Obligations of Covered Entity**.

5.1 <u>Notice of Privacy Practices</u>. Covered Entity shall promptly notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

5.2 <u>Change or Revocation of Permission</u>. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI.

5.3 <u>Restrictions on Use or Disclosure</u>. Covered Entity shall promptly notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions.

5.4 <u>No Request to Use or Disclose in Impermissible Manner</u>. Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as



allowed herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5.5 Covered Entity shall immediately notify Business Associate if Covered Entity determines that a use or disclosure reported by Business Associate pursuant to this Agreement is a Breach.

5.6 Covered Entity shall be responsible for all Breach notification requirements pursuant to 45 CFR §§ 164.404, 164.406, and 164.408.

6. <u>Term and Termination</u>

6.1 <u>Term</u>. This Agreement shall be effective as of the earlier of the date first documented above or the effective date of the Services Arrangement, if applicable, and shall terminate upon termination of the Services Arrangement, if applicable, for any reason, or as otherwise provided in this Agreement.

6.2 <u>Termination with Cause</u>. Upon either party's knowledge of a material breach by the other party, its agents of subcontractors, the non-breaching party shall, at its option: (i) provide the breaching party with notice of the breach and an opportunity for the breaching party to cure the breach or end the violation, and terminate this Agreement if the breaching party does not cure the breach or end the violation within thirty (30) days of such notice; or (ii) immediately terminate this Agreement if the breaching party has breached a material term of this Agreement and the non-breaching party deems cure by the breaching party not to be possible.

6.3 Effect of Termination

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election), and shall retain no copies of, all PHI in the possession of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement (including, but not limited to, Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. <u>Miscellaneous</u>.

71 <u>Assignment; Waiver</u>. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

7.2 <u>Severability</u>. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.



7.3 <u>Entire Agreement</u>; <u>Amendment</u>. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Authorities and HIPAA. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

7.4 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California to the extent that the HIPAA Authorities do not preempt the same.

7.5 <u>Notice</u>. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entity:

If Business Associate:

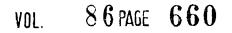
	Title:	President & CEO
Panola County IHCP	Co. Name:	US Script, Inc.
East Texas Medical Center	Address:	2425 West Shaw Avenue
P.O. Box 549		
Carthage, TX 75633		Fresno, CA 93711
903-693-3841	Phone:	559-244-3700
	Fax:	559-244-3793
	Email:	MyAccountMgr@USScript.com
	East Texas Medical Center P.O. Box 549 Carthage, TX 75633	Panola County IHCPCo. Name: Address:East Texas Medical CenterAddress:P.O. Box 549Carthage, TX 75633903-693-3841Phone: Fax:

7.6 <u>Independent Contractors</u>. For purposes of this Agreement, Covered Entity and Business Associate are and will act at all times as independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

<u>7.7</u> <u>Changes in Law</u> In the event that a change in an applicable law, rule, regulation or express public policy causes a provision of this Agreement to become invalid or requires additional safeguards for the protection of the PHI, the parties agree that they shall renegotiate this Agreement or execute such additional agreements as may be required, in good faith, in order to comply with such change

7.8 <u>Counterparts</u>. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Panola County IHCP:

Business Associate:

Signature

David L. Anderson

Print Name

County Judge Office or Title

12-09-13

Date

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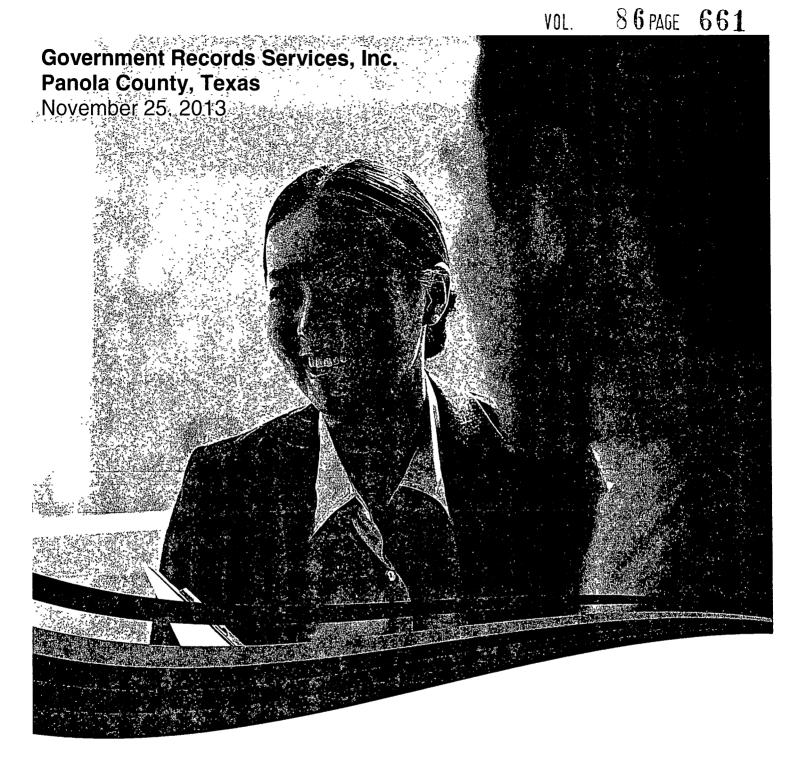
Signature

Pete Clagett Print Name

President & CEO Office or Title

Date

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Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk. Bids shall also include Importing/linking Previously Filed Images to the Computer and Internet Site, Imaging Retrieval-Internet Service Going Forward, Cashiering/indexing-duplex Prints; Generic Indexing Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24 Lb. Paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk.





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 25, 2013

MARK ENVELOPES

"Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk. Bids shall also include Importing/linking Previously Filed Images to the Computer and Internet Site, Imaging Retrieval-Internet Service Going Forward, Cashiering/indexing-duplex Prints; Generic Indexing Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24 .Lb Paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk."

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 County Clerk Clara Jones at (903) 693-0302.

INSTRUCTIONS/TERMS OF CONTRACT

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

"Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk.
Bids shall also include Importing/linking Previously Filed Images to the Computer and Internet Site, Imaging Retrieval-Internet Service Going Forward, Cashiering/indexing-duplex Prints; Generic Indexing
Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24 .Lb
Paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk."

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 25, 2013

Mark Envelopes:

 "Microfilming, Indexing, Re-indexing, Digitizing, Recording, Redaction Services, Re-creation, High Speed Digital Conversion, Computer Hardware, Index Books Re-creation, Full Service Indexing for Land Records and other records purchased for the office of the County and District Clerk.
 Bids shall also include Importing/linking Previously Filed Images to the Computer and Internet Site, Imaging Retrigval-Internet Service Going

Signature



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Forward, Cashiering/indexing-duplex Prints; Generic Indexing Package/Commissioner's Court Package, Marriage License, Court Minutes, Vital Statistics Software, Scanning Process-Image Retrieval for Microfilm Back-up, Microfilm Conversion to Digital Images, Permalife Paper-24 .Lb Paper with Rounded Corners and Hole Punch to Desired Size of County's Volumes for the office of the County Clerk and District Clerk."

BIDS RECEIVED AFTER OPENING DATE AND TIME WILL NOT BE CONSIDERED

Signature



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BID FORM AND CONTRACT FOR "MICROFILMING, INDEXING, RE-INDEXING, DIGITIZING, RECORDING, REDACTION SERVICES, RE-CREATION, HIGH SPEED DIGITAL CONVERSION, COMPUTER HARDWARE, INDEX BOOKS RE-CREATION, FULL SERVICE INDEXING FOR LAND RECORDS AND OTHER RECORDS PURCHASED FOR THE OFFICE OF THE COUNTY AND DISTRICT CLERK

BID FORM AND CONTRACT IMAGING SYSTEM SERVICES INCLUDE: IMPORTING/LINKING PREVIOUSLY FILED IMAGES TO THE COMPUTER AND INTERNET SITE, IMAGING RETRIEVAL-INTERNET SERVICE GOING FORWARD, CASHIERING/INDEXING-DUPLEX PRINTS; GENERIC INDEXING PACKAGE/COMMISSIONERS' COURT PACKAGE, MARRIAGE LICENSE, COURT MINUTES, VITAL STATISTICS SOFTWARE, SCANNING PROCESS-IMAGE RETRIEVAL FOR MICROFILM BACK-UP, MICROFILM CONVERSION TO DIGITAL IMAGES, PERMALIFE PAPER 24LB PAPER WITH ROUNDED CORNERS AND HOLE PUNCH TO DESIRED SIZE OF COUNTY'S VOLUMES FOR THE OFFICE OF COUNTY AND DISTRICT CLERK.

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERY TO PANOLA COUNTY, TEXAS 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 made without collusion with any other person, firm or corporation, and that I (we) have carefully examined the advertisement, 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 perform records storage services and provide all related products and services for records at cost as specified below This agreement with Panola County shall be for the period January 1, 2014 through December 31, 2014.

PANOLA COUNTY/DISTRICT CLERK SERVICES

Full service real property indexing

1-100	\$ <u>3 98</u>	per inst
101-200	\$ 3 94	per inst
201-1700	\$ 3 68	per inst
1701-Up	\$ 1 63	per inst

Non-Indexed Prints

1-500	\$ <u>0.89</u>	per inst
501-1000	\$ <u>088</u>	per inst
1001-5000	\$ <u>070</u>	per inst
5001-10000	\$ <u>048</u>	per inst.
10001-20000	\$ <u>040</u>	per inst.
20001-Up	\$ 032	per inst.

Archival Prints

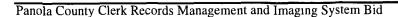
1-500	\$ <u>089</u>	per inst
501-1000	\$ 088	per inst
1001-5000	\$ <u>070</u>	per inst
5001-10000	\$ 0.48	per inst
10001-20000	\$ 0.40	per inst

District Clerks Indexing

1-100	\$ <u>270</u>	per inst
101-200	\$ <u>262</u>	per inst.
201-1700	\$ 2.38	_ per inst
1701-Up	\$ 218	per inst







VOL. 86 page 666 other quotes for services and products

1 On-Site Security Microfilming/Scanning Handwritten and Typed Books	\$ <u>199.00</u> per book
2. On-Site Security Microfilming/Scanning Photostat Books	\$ <u>325.00</u> per book
3. High Speed Digital conversion of Photostat Books, including 35mm and archival page book binder	\$ <u>450.00</u> per book
4. High speed digital conversion of Photostat Books, without 35mm film and including archival pages and binders	\$ <u>420.00</u> per book
5. Re-Creation of large record books already on microfilm	\$ <u>362.00</u> per book
5a. Re-Creation of Index Books already on microfilm.	\$ <u>400.00</u> per book
6. Microfilming/Scanning and Recreation of Index Books w/ A-Z tab	\$ <u>740.00</u> per book
7. Microfilming only index books	\$ <u>180.00</u> per book
8. Re-Indexing of Typed and Photostat books including indexes loaded onto system and merged prints	\$ <u>2.70</u> per inst.
9. Re-Creation of tumble style books	\$300.00 per book
10. Price for Microfilming and Re-Creating School Records	\$ <u>103.00</u> per folder
11. Price for digitizing microfilmed records to images and loading to computer	\$ <u>0.55</u> per inst.
12. Price for re-indexing real property records.	\$ <u>2.70</u> per inst.
12a. Re-indexing of miscellaneous records 1.e. vital stats, courts, etc.	\$ <u>1.45</u> per doc
13. Imaging Retrieval- Internet service going forward	\$ <u>1,000.00</u> per month
13a. Additional public workstations	\$ <u>250.00</u> per month
 Cashiering/Indexing-Duplex Prints/Generic Indexing, marriage, courts Vitals software. 	\$ <u>2,150.00</u> per month
14a. Additional cashiering workstations	\$ <u>350.00</u> per month
15. Scanning process-image retrieval for microfilm back-up	\$ <u>1,400.00</u> per month
15a. Additional scanning workstations	\$ <u>650.00</u> per month
16. Perrmalife paper 24lb paper with rounder corners and hole punched to desired size of county's volumes	\$ <u>25.00</u> per ream
 Commissioner Court minutes recording/indexing system software. Software system must allow OCR scanning and automatic indexing of minutes providing word/topic searching. 	\$ <u>150.00</u> per month
18. Importing electronic images to real property system and linking images to existing grantor/grantee index.	\$0.10per document

19. Price for importing/linking previously filed images to	VOL. 86 page $66'$	7
internet site.	\$ <u>500.00</u> per year	
20. Price for 16mm film production from scanned images	\$ <u>0.05</u> per image	
21. Redaction of Existing Images (Historical)		
Real Property- Service Level 1	\$ <u>0.10</u> per instrument	
Service Level 2	\$ 0.40 per instrument	
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.015 per image/page	
Service Level 2	\$0.10 per image/page	
Conversion and Redaction of Microfilm		
Real Property-Service Level 1	\$ <u>0.50</u> per instrument	
Service Level 2	\$ 0.80 per instrument	
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.10 per image/page	
Service Level 2	\$ 0.19 per image/page	
On-Site Scanning/Conversion/Redaction of Paper Records Handwritten of		
Real Property-Service Level 1	\$ <u>0.60</u> per instrument	
Service Level 2	\$ <u>0.90</u> per instrument	
Vitals, Courts, Misc. Records-Service Level 1	\$ <u>0.14</u> per image/page	
Service Level 2	\$ <u>0.23</u> per image/page	
Photostat Records-Real Property- Service Level 1	\$ <u>0.80</u> per instrument	
Service Level 2	\$ <u>1.10</u> per instrument	
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.365 per image/page	
Service Level 2	\$ <u>0.39</u> per image/page	
Redaction of Daily Records/Filings-Real Property (per specs)	\$ <u>0.40</u> per instrument	
Redaction Services one-time Set Up	\$ _2,000.00	
Redaction Software for On Site Redaction by Clerk	\$ <u>No Charge</u>	
	Included in #14	
22. Records management consulting services (i.e. research, analysis,		
diagnostics, recommendations)	\$ <u>60.00</u> per hour	
Please specify for any items listed on the bid form any delivery,		
Freight, shipping or handling specifications.	\$ <u>75.00</u> per Month	
	(approximate)	

SEE ATTACHED SPECIFICATIONS

ATTACHED REFERENCES, FINANCIAL STATEMENTS AND DISASTER RELIEF PLAN REQUIRED BY SPECIFICATIONS.

Exceptions to specifications: None hc Signature Government Records Services, Inc. Company Name 8600 Harry Hines Blvd., Suite 300 Dallas 75235 TX Address City State Zip 214-902-5000 Date Telephone Number leson ACCEPTED: -9-13 Ъ₿ County Judge Date



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VOL. 86 PAGE 668 <u>ALL WORK AND SUPPLIES IN BID SPECIFICATIONS TO BE PROVIDED BY</u> <u>PRIMARY VENDOR, NO SUBCONTRACTORS PERMITTED</u>

Specifications for Photostat book Re-creation

Vendor to microfilm county record volumes on site, using personnel experienced in photography county records.

Vendor to utilize microfilm camera equipment with duplex capability suitable for filming documents in such a way as to be able to produce two sided paper prints from the microfilm at full or reduced sizes as determined by the county. Vendor is to supply necessary quality of microfilm equipment and labor to perform the job within the desired time frame required by the county

Vendor to utilize Kodak 35mm Image link HQ microfilm, or equal, and certify the original and any silver duplicates ordered by the county to be archival processed to industry standards. Vendor is to perform periodic Ethylene Blue Testing to assure archival processing on a continuing basis.

Microfilm must be in the format described above in order to be usable for re-indexing purposes.

Representative vendor will provide a microfilm reader printer to the county for viewing of these images on microfilm during the time frame the original books are removed from the courthouse.

Vendor to remove original books to Vendor location approved and visited by the county.

Original books can only be removed once the reader printer and microfilm have been placed in a place for use and operational within the clerk's office.

Vendor to scan county record volumes at vendor location at 600 DPI, using personnel trained in scanning of documents, 300 DPI will not be accepted.

Vendor to utilize scanning equipment with modification capability for scanning photo documents. Results must be a white background document in duplex format. Vendor will supply two sided prints in full size printed at 600 DPI. 300 DPI will not be accepted.

Vendor will store the results on magnetic tape, CD, and 35 mm film.

Vendor is to provide high quality record binders of a quality acceptable to the county. A representative must produce a sample of the binder to be made available 48 hours prior to bid opening Within this binder must be the samples of the digitized worked scanned and printed at 600 DPI. Samples must be both 8 V2 x 11 and 8 $\frac{1}{2}$ x 14 inch samples.

Binders must be provided with both. A silver copy (one roll) of the 35 mm film must be included for viewing 48 hours prior to bid opening. This roll of film must include Photostat documents.

Vendor is to supply storage cabinets for 8 'A x 11 inch binders.

Ten or more references of Texas County Clerks' in which you have completed Book Re-Creation for within the past year.

Upon delivery of the Re-Created books, Vendor will place original record volumes in special storage cartons furnished by the vendor. The vendor will then label the boxes and move them to secondary storage

Vendor will guarantee the results of the work

Vendor will provide archival storage for both the magnetic tapes and microfilm rolls, consistent with the American Standards Institute (ANSI) PHI-1985 covering storage of such media. Storage of the electronic media will meet all Texas Electronic Storage Specifications.





Archival Print Recording Services:

The vendor must provide on Kodak Model MRD-2 or equal 35mm camera, complete with an easel and duplex capabilities for filming documents in such a way as to be able to produce a high-quality, two sided paper prints from the resultant duplex film record at full or reduced sizes as determined by the County, for each County office requesting this service.

All maintenance, including service and parts, must be provided on the camera. The vendor must provide his own maintenance. NO subcontracting will be allowed.

The vendor must provide all the required amounts of microfilm, print paper, mailers, film targets, microfilm cans, and spools, record binders and other miscellaneous supplies as needed for the microfilming and mailing of current filings.

The film must be high resolution 35mm camera-type microfilm with an anti-halation undercoat for the daylight load capability. An example of this film would Kodak Image link HQ

The Vendor must provide quality prints printed on Xerox "Copyflo" or equal continuous microfilm printing machines operated exclusively at the conventional operating speed of 20 feet per minute (fpm) as recommended by the manufacture. The copies must be of an appropriate size printed in duplex mode consistent with the requirements of the County offices requesting the service.

The processed microfilm must meet American National Standards Institute (ANSI) standards with respect to the image resolution, density and residual thiosuphate (hypo residue). Periodic methylene blue test must be performed to provide assurance of archival microfilm processing on an ongoing basis.

The vendor must provide storage if microfilm copies of the documents in an archival storage environment in accordance with the ANSI PH 1.43-1985 standards. This environment must comply with ANSI standards as to temperature and humidity control. Must have a fire protection system and an electronic security system and must have an on site certified records librarian.

The vendor must provide representative samples or archival prints and recording paper clearly identifying the paper weights, print sizes and rag content percentages to the county committee that will be considering the bid.

The vendor must provide the county with an annual inventory or all microfilmed stored.

The microfilm shall not be transferred or relocated from the original approved security storage site for any purpose without the specific written instructions from the County

Computerized indexing samples and printed copies are required 48 hours prior to bid opening applicable to business days.

FULL SERVICE COMPUTERIZED INDEXING OF LAND RECORDS

The vendor must be capable of performing data input from a variety of microfilm formats included 16mm and /or 35mm roll that contain the County's various records images.

The vendor must be utilize a virtually error-free procedure for the entering of land records index data involving a combination of 100 percent key verification, machine editing, procedures that will catch alphabetic data in numeric





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fields and vice versa, as well as machine checks for missing instruments numbers, missing parties to the documents, et criteria, intensive operator training and documented reference materials for key entry personnel.

The computerized indexing services must include an alphabetic listing of the grantors, and alphabetic listing of the grantees, a "Missing Number Report" to account for the entire Clerk's instrument numbers showing all the documents indexed in each group of documents submitted by the county.

The grantor/grantee index output reports most comply with the following specifications:

- 1. The name fields must be a minimum of 40 character to minimize the need for operator Judgments on abbreviations and to assure a truer alphabetic sort procedure.
- 2. The type of document field must be a minimum of 20 characters to prove adequate room To spell out most documents types and certain combination document types.
- 3. Case numbers and money amounts must be shown on all index entries for abstracts of Judgments and tax liens.
- 4. Money amounts must be shown on deeds of trust index entries,
- 5 Prior document references on assignments and releases must be shown on the index report. If both volume and page prior document references and money amount are shown on the same document, the volume and page prior document reference will take priority over the money amount with respect to the information on the index report.
- 6. The page format of the data must prominently display the inclusive certification dates for the Index series at the top of each page.
- 7. At the office's head option, all properties described on a document must be shown on the Index regardless of number.
- 8. The output pages must be approximately 8 1/2 x 14 inches in size, printed in 1 and scope mode and must be of a laser printed-type quality.
- 9. The Vendor must furnish the necessary sectional post binders of a plastic or poly material comparable in quality and style to those currently in use by the County. Alphabetic and "Current" divider tabs and customized printing or labeling of the binders must also be included.
- 10. The turnaround time for each vendor's receipt of film may not exceed five working days or Seven calendar days, until the finished products are dispatched back to the County.
- 11 Each index must be merged with the prior's months' index
- 12. All months' indices must be merged to create year indexes

At the end of each year, that year's index must be merged with the previous years' indices, thereby providing on continuous alphabetical computer indexes.

Evidence of 5, 10, and 15 year merge must be provided to the County for approval

The vendor must provide unlimited training including indexing and recording support by the vendor's production facilities.

All equipment, film, paper mailers, binders and other supplies needed by the county must be provided by the vendor.





A written assurance must be included with the bid that under no circumstances will the vendor sell, donate or otherwise transfer any film, prints, indices or any other document generated from the County records to any entity without the prior written approval of the Appropriate County Official.

The prices must include delivery of print by courier.

The vendor must provide a computerized alphabetic index of the County Clerk's instrument weekly and any other department's records as requested by the head of that department.

All data entry, verification, processing and printing must be done by vendor on his premises, subject to County inspection.

All work must be done by the primary vendor with no subcontracting. The vendor must provide evidence of total inhouse capability.

The vendor must provide a disaster recovery plan for the County regarding both recording and indexing. All attendant costs must be included in the bid prices of the per-instrument costs. This plan must include restoration of all indices from the off-site stored date tapes, the indices and the binders. Further, all recording media must be restored to its original state with and from stored-stored microfilm.

The Bid must include references from at least 10 Texas County Clerks regarding both recording and indexing.

Computerized indexing samples and printed copies are required 48 hours prior to bid opening applicable to business days

Specification for Redaction Services of Panola County Records Redaction of Historical Records

- Contractor must provide off-site electronic and/or visually verified redaction of any/all Panola County records.
- Contractor must have ability to redact single page TIFF, multi-page TIFF and PDF structured and unstructured document types.
- Contractor must establish redaction rules to be utilized specific to Panola County documents.
- Contractor must provide Panola County samples of redacted output for acceptance before project is initiated.
- Contractor must have ability to recognize and redact handwritten sensitive information.
- Contractor must have the in-house ability to convert 35mm microfilm to electronic images on records that are not currently in electronic format.
- Pricing quoted must include importing of both the redacted and original images to the Panola County real property system.
 Separate data sets (original and redacted) must be maintained.
- Contractor must be in the records management business for at least 5 years
- Pricing for real property "Official Public Records" must be provided on a "per document" or "per instrument"

basis (not per page).

<u>Redaction Service LEVEL 1:</u> Automated computer analysis of document Electronic redaction is based on rules and parameters established during testing/acceptance. No trained operator individual image review. The result is 2 images an original and redacted image.

95% accurate

<u>Redaction Service LEVEL 2:</u> Same as Level 1 with the additional verification step of a trained operator who reviews each electronically redacted document for accuracy. The result is 2 images an original and redacted image -- 99% accurate

Redaction Services on Daily Filing/Recordings

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- Contractor must provide redaction services for incoming daily recordings of all private and personal numbers as established by Panola County Clerk.
- No major changes to County Clerk's existing real property daily recording process should be required.
- Contractor will download the daily recordings from the Clerk's computer system.
- Contractor will electronically redact off-site the required private information from each image.
- A trained operator will inspect and verify each image for accuracy and completeness. Handwritten and nonstandard private information will be redacted during this phase.
- Two sets of data (images) will be transmitted back to Panola County Clerk and imported into the real property computer system for retrieval. The original instruments will be available for county personnel only and the redacted data set will be available on public workstations and the Panola internet site.
- Contractor will work diligently with Panola County Clerk to identify the private information to be redacted. • Samples and extensive tests must be made and provided to Panola County before the redaction service is in place.
- Controls and the management of each data set will be the responsibility of the contractor.
- On-going redaction service must be integrated with existing computerized recording, cashiering and management system.

SPECIFICATIONS FOR COUNTY RECORD BOOK RE-CREATION SERVICE

Vendor to film county record volumes on-site, using personnel experienced in photographing county records.

Vender to utilize microfilm camera equipment with duplex capability suitable for filming documents in such a way to be able to produce two-sided paper prints from the microfilm at full or reduced sizes as determined by the County. Vendor is to supply necessary quantity of microfilming equipment and labor to perform the job within the desired time frame required by the County.

Vendor to utilize Kodak 35 mm film Imagelink HQ microfilm, or equal, and certify the original and any silver film duplicates ordered by the county to be archival processed to industry standards. Vendor is to perform periodic Methylene Blue tests to assure archival processing on a continuing basis.

Vendor to provide a high quality record binder of a quality and style acceptable to the county. A sample of the binder is to be available to the county for evaluation at least 48 hours prior to bid opening.

All equipment, services, supplies, binders, paper and delivery service necessary for the job to be supplied by vendor at vendor's expense.

All work and supplies to be provided by primary vendor, no subcontractors permitted.

A bidder must be prepared to prove his "in-house" production capability for all phases of the work

Samples of the Re-Creation work to be provided to this County at least 48 hours prior to bid opening with vendor's name, paperweight, and rag content percentage clearly indicated thereon.

Provide a list of references (at least 10) County Clerks or County Recorders for which Re-Creation work has been completed and delivered within the last two years.

Upon delivery of the re-creation volumes, vendor will place original record volumes in special storage cartons, furnished by the vendor and label the contents for retirement to secondary stage.

Vendor will guarantee the resultant copies to be consistent in legibility with the quality of the original records photographed, within the limits of the commercial microfilming process. Work not meeting this standard will be redone at vendor's expense.

Vendor to furnish "archival" storage service for original microfilm rolls, consistent with American Standards Institute (ANSI) PHL 43-1985 covering storage of processed safety film.



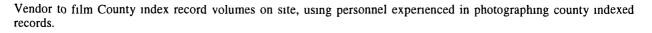
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SPECIFICATIONS FOR COUNTY INDEX BOOK RE-CREATION SERVICES



Vendor will provide maintenance to clean the bottom edges of the pages to insure a good quality image and print.

Vender to utilize microfilm camera equipment with duplex capability suitable for filming documents in such a way to be able to produce two-sided paper prints from the microfilm at full or reduced sizes as determined by the County. Vendor is to supply necessary quantity of microfilming equipment and labor to perform the job within the desired time frame required by the County.

Vendor to provide a high quality records binder of a quality and style acceptable to the county. This binder must include an A-Z metal tab set for the binder and be of a color determined by the county A sample of this binder must be provided directly to the county clerk at least 48 prior to bid opening. Weekend days are excluded.

All equipment, services, supplies, binders, paper and delivery service necessary for the job to be supplied by vendor at vendor's expense

All work and supplies to be provided by primary vendor, no subcontractors permitted.

A bidder must be prepared to prove his "in-house" production capability for all phases of the work. The bidder facility must be open for a tour prior to bid awarding, proving all in-house capability.

Representative samples of index recreation from a Texas county must be provided to the county clerk at least 48 hours prior to bid opening. Weekend days excluded. The samples must include the vendor's name, rag content of paper and how it was printed.

Vendor's paper copies must be printed on a copyflo type printing device burning the toner into the paper for a total archival print.

Provide a list of references (at least 10) County Clerks or County Recorders for which this exact work has been completed and delivered to.

Upon delivery of the re-creation volumes, vendor will place original volumes in special storage cartons, furnished by the vendor and label the contents for retirement to secondary stage.

Vendor will guarantee the resultant copies to be consistent in legibility with the quality of the original records photographed, within the limits of the commercial microfilming process. Work not meeting these high standards will be re-done at vendor's expense.

Vendor to provide "in-house" vendor owned storage "archival" facilities services for the original microfilm rolls, consistent with the American National Standard Institute (ANSI)

Vendor to provide lost page replacement service at no charge to the county and provide a written disaster relief plan in case of complete loss of volumes.

Specifications for Microfilm Conversion to Digital Images and Loading to the Computer System

Vendor to provide required microfilm retrieved from storage vault on as needed basis. The film will be received by the vendor for scanning. The vendor will confirm inventory of all film. Vendor will scan the microfilm in dual stream mode (Grayscale and TIFF) using state-of-the-art NextScan Eclipse hi-speed, high-quality microfilm scanning devices. Vendor will carefully monitor the quality of all microfilmed document images Vendor will

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detect any poor quality or exposed electronic document images. Using special image-correction software the vendor will sharpen Grayscale images and convert to 200 DPI Tiff images. The result will be new digital images of the highest and most consistent quality. After film is scanned, vendor will use special software that displays each page image and its associated index data fields side by side, after verifying index and data fields match, images will be permanently tagged to index, building an accurate image index file. Completed TIFF and index files will be loaded to the system.

SPECIFICATIONS FOR SECURITY FILMING SERVICE

Vendor to film county record volumes on-site using personnel experienced in photographing county records.

Vender to utilize microfilm camera equipment with duplex capability suitable for filming documents in such a way to be able to produce two-sided paper prints from the microfilm at full or reduced sizes as determined by the County. Vendor is to supply necessary quantity of microfilming equipment and labor to perform the job within the desired time frame required by the County

Vendor to utilize Kodak 35 mm film Imagelink HQ microfilm, or equal, and certify the original and any silver film duplicates ordered by the county to be archival processed to industry standards. Vendor is to perform periodic Methylene Blue tests to assure archival processing on a continuing basis.

All work and supplies to be provided by primary vendor, no subcontractors permitted.

A bidder must be prepared to prove his "in-house" production capability for all phases of the work.

Vendor is to provide at least ten (10) references of County Clerks in Texas in which this service has been provided.

Vendor to furnish "archival" storage service for original microfilm rolls, consistent with American National Standards Institute (ANSI) PHL 43-1985 covering storage of processed safety film.

SPECIFICATIONS FOR MICROFILM PRODUCTION OF SCANNED IMAGES

Must be capable of converting images on tape, CD or electronic download. Conversion software must be able to correctly scale, frame and rotate images. Vendor must utilize Kokak's Digital Science Archive Writer or equal. Newly created microfilm must be processed in a Kodak approved deep well or equal processing lab to insure quality and long term archival quality. Vendor must box, label and store the processed microfilm in an approved vault.

BID SPECIFICATIONS FOR DIGITIZING IMAGES FOR OFFICAL PUBLIC RECORDS

- 1. 35mm microfilm digital scanning, the original books will be scanned on a high resolution 35mm microfilm camera that will provide duplex microfilm.
- 2. Minimum resolution of digital image will be 300DPI on all digitally scanned images.
- 3. Rescanned digital image resolution of poor images may be as high as 600DPI, depending on the quality of the input microfilm.
- 4. Every digital image page will be inspected for quality with poor images rescanned to the highest possible quality level.



- To insure integrity of the county film library in its existing vault storage and that the original film remains on the premised of this vault. The successful bidder will be required to work from a duplicate microfilm copy that may be purchased from the storage company.
- 6. Images provided to the county will be loaded onto the existing platform. These loaded images must be viewable in a seamless environment and all expense of this loading will be borne by the successful bidder.
- 7. Payment will be made by the county after the completion of the final image upload and county verification of image quality.
- 8. The correctness of image indexing as to the volume and page of the scanned microfilm documents will also be verified by the county and any expense incurred for error correction will be the responsibility of the successful bidder.

PROVIDING INTERNET SERVICES FOR COUNTY CLERK REAL PROPERTY RECORDS

Vendor is to furnish an internet service for the retrieval of real property records and images via the internet on a goforward basis.

Vendor is to have a link to the county web-site as well as their own web-site for retrieval of the real property records

Vendor database information must be a parallel database of the actual server database of the county clerk's office. The vendor must use an off-site location and MAY NOT use the same server/database for internet access of the County Clerks real property records.

The vendor must update the internet web-site records daily and may not fall behind longer than 3 business days from the time the clerk completes the daily transaction and work in the office.

The vendor must have in-house records conversion expertise and ability. Vendor must be able to import images of previously filed records to the systems and interne databases. Images must be matched, linked and verified to Panola County's existing computerized grantor/grantee index database.

The determined price for each page and subscription prices will be set by the county, since all revenue from this service will be refunded back to the county.

The vendor must be able to set any price the county chooses and understand the county will receive all of these revenues back. (Understand that if a credit card is used, there may be a charge for which the vendor does not have to be responsible for.)

The vendor is responsible for charging, delivery, and all transactions between the public and the delivery of the records.

The vendor must provide the search capabilities on the internet for Real Property in the following formats:

Business/last name/first name	with Date Ranges
Document Search	with Date Ranges
Volume Search	with Date Ranges

The vendor must be the provider of the internet service. no sub-contractors permitted. The

web-site must have a thorough explanation for the following:

Monthly Users Pay-per Access Certified Copies Page Viewer





Download option



The vendor must supply a Search Help for understanding and maneuvering on the internet web-site.

REINDEXING SPECIFICATIONS

The re-indexing services provided by vendor are designed to achieve three primary goals:

- 1. To provide a computerized index for documents recorded during a specified period of time, such as five years, ten years, twenty years, or more.
- 2 To assure that the information contained on the original recorded documents matches the Information that is included in the index.
- 3 To eliminate index series that are either too short (requiring tedious, time consuming Searches through multiple index books) or too long (resulting in excessively long searches and monopolization of one index book by one searcher.)

The vendor's process will need to generate a highly accurate index for the designated period of time and allows the customer to replace an old, dog eared index book with new, updated index information in on-line format, printed format, or both. An electronic copy of the new index information resides with the vendor so that the index can be recreated in the event of a major fire or other disaster.

Requirements within the Re-indexing Process

The service is performed by specially trained operators who combine sophisticated data entry skills with broad knowledge and experience in lands records documents and their related recording and indexing requirements.

Must be experienced personnel, applying specially developed accuracy and quality procedures, review the film or other image source of each original document and create full index entries based on that review. Drawing on specialized training in indexing and accuracy and minimizes problems that are present in the existing index, problems like omissions, incomplete entries, poor indexing decisions, key entry mistakes, and departures from current indexing conventions.

Eliminating such problems assures the customer of accurate, high quality information for entry into the database and for use in compiling new indexes for the designated period of time.

The re-indexing service must be developed specifically to meet the indexing and verification needs of local government, providing the level of accuracy needed for proper recording and management of land record documents.

Reindexed data must be imported to county clerk's indexing and retrieval computer system. Data must be matched to images that reside on same system.

Documenting the customer's convections

Before actual re-indexing begins, the vendor must conduct a comprehensive assessment of the customer's current indexing convections. This assessment yields information that helps optimize the accuracy and completeness of the re-indexing service, and consequently the final index.

Miscellaneous Records Re-indexing (item 12a.)

This alternative requires all specifications detailed above for clerk records other than real property i.e. court, vital records, etc



IMAGING SYSTEM OF LAND RECORDS SPECIFICATIONS HARDWARE EQUIPMENT WITH SOFTWARE AND MISCELLANEOUS REQUIREMENTS

Vendor must supply a fully integrated imaging system interfacing directly to an existing full-service indexing package.

System must include a fully initiated microfilm back-up process to the imaging system. The microfilm will be made from the land records that are imaged onto the system. The images will be backed-up on 16mm microfilm and stored at the facilities of the vendor. NO subcontracting facilities will be permitted.

System indices must be updated within 48 hours of receiving the images from the county. Indices must be updated by use of high-speed connections within the county.

System must come with all preloaded images that county has on inventory.

System Software must include processing of Real Property, Vital Statistics, Court Records and Minutes, Marriage License Application, Commissioner's Court Minutes, Redaction, Public Retrieval, Cashiering all records and required reports.

System must be priced on a flat per month basis. (Excluding costs of full-service indexing)

Pricing will include all software, hardware, upgrades and total maintenance on the system.

Pricing to include installation costs and toll-free 800 support and on-line internet email support.

A third party installer will bill Cabling installations.

System must include a Compaq or equivalent Data Base server capable of serving the Panola County Clerks Land Reports operations. Also including Vital imaging/Commissioners Court and any Generic offices that the county requests.

System to have surge protection and Uninterruptible Power Supply (UPS). System must have the capability of adding future workstations and expansion.

Workstations needed for County's Clerks office.

Cashiering/imaging system/indexing/printing own books/microfilm

Equipment:

11 PC Workstations with 22" monitor 6-Public Search stations 2-Scanning workstation 1-Reindexing workstation 2-Cashiering Stations

2 Laser Scanners

- 1 Duplex Printer for printing reports and books
- 1 Laser Printer (regular)
- 1 File Server
- 1 Additional receipt printer for overflow
- 1 UPS
- 1 CD-R burner for Microfilm

System will support a true client server application environment and run on a local area network using a relational database and graphical interface.

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Vendor will support all software with no third party involvement. County will not accept a dealer/vendor relationship. Application software must be owned and supported by the vendor.

Hardware maintenance is the responsibility of the vendor.

All cable, connectors, modems, hubs, surge units, UPS, and related software will be the responsibility of the vendor.

Vendor note: A total listing of all installed products in the above specifications will be required for our inspection at contract time.

Five (5) Texas users of the above system will be required at bid opening.

Maintenance and Technical Support

Vendor shall maintain the System and provide technical support one-half (1/2) hour before and one-half (1/2) hour after normal business hours of the PANOLA County Clerk's Office. All maintenance cost are included in the monthly costs.

PANOLA COUNTY PROCESS AND REQUIRMENTS FOR IMAGING SYSTEM

The following is a step-by-step process for the operations of the Panola County Clerks office for Real Property records with current equipment.

- 1. When a document is filed, it will be entered into a cashiering station. It is assigned a document number, volume and page. The money is distributed and the customer receives a receipt. (A first grantor and grantee may be entered into the cashiering system and the mail-back information to create a daily index.)
- 2. After a document has been filed through cashiering, it may be ready to scan. The document number and the number of pages were passed through the system to the scanning station. The county has the option to scan the image immediately or wait until they receive a range of instruments to scan. The programs can run reports on which documents were scanned for the day and let you know if any numbers were skipped The county also has the ability to rescan if an image didn't scan properly onto the system. Once the county saves that image to the system it is ready to be viewed by the instrument number.
- 3. When the county is done scanning for the day, they will send the daily images (documents) to the vendor. Once the vendor receives these images, they will return them to Panola County by phone modern or high speed internet connection. Once the vendor receives the images, it will not take longer than 48 hours to return the indexes to Panola County. The vendor will blind verify the indexing, and create a roll of security microfilm to be stored in a secure temperature/humidity-controlled vault.
- 4. The index information will attach to the proper images that coincide with that instrument. At that moment the instrument is ready to be searched by the public.
- 5. The vendor will send the indexes to Panola County and the merges.

Basic Requirements for Cashiering Module

Panola County would like the following features:

OVERVIEW

A Windows based Cashiering Module allowing the user full view of each step of the cashiering process which creates a quick paced environment conductive to working at the counter. The point and click concept minimizes the key strokes required for data entry and allows "pop-up" tables during the cashiering process.



The module can be stand-alone, or networked with all of the imaging/retrieval/indexing modules offered by the vendor. When networked, data entry is negated except for grantor/grantee and property description.

STAMPING FUNCTIONS

Networked to the PC is a computerized stamp machine and receipt printer. All information is automatically tracked and figured and the following information is stamped onto the documents:

- Book Type
- Volume Number
- Page Number
- Instrument Number
- Time Filed
- Clerk Information

RECEIPTING FUNCTIONS

A "grocery store" styled receipt and copy is generated for the customer which discloses on the receipt the date, time, book, volume, page, instrument number, amount collected and change given.

REPORTING AND FINANCIAL MANAGEMENT FUNCTIONS

All financial reporting and general ledger posting functions required from the office can be generated in a variety of formats, detail of information, and time period requested. The module needs to generate the following:

- Fees collected by instrument type and number
- Fees collected by copier transaction
- Audit trail per transaction and per operator
- Fee distribution and fee book
- Fees from court collections
- Daily register
- Mailing labels
- Receivable Billing and Management

MARRIAGE LICENSE/APPLICATION SYSTEM

Software must enable the marriage application information to be transferred to the actual license. Must be able to print marriage license to meet Panola County's specifications.

ESTIMATED QUANTITIES

Because Panola County's recording needs are cyclical in nature, it is not feasible to offer prospective proposed estimated quantities of prints needed during a year.

INDEXING AND RECORDING OF COUNTY CLERKS RECORDS

FINANCIALS, DISASTER RECOVERY PLAN & REFERENCES

Bidders should provide a written Disaster Recovery Plan Current Financial Statements and Referencing.









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We assure Panola County that under no circumstances will we sell, Donate, or otherwise transfer any films, instruments, indices or any other document generated from Panola County records to any other entity without the prior written approval of the county.

Signature hc c

Typed Name and Title. Stacey H. Sellers, Vice President Dated: $\frac{1}{12/13}$





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Attachments

Exceptions/Substitutions:

Since ACS/Government Records Services, Inc. is the current vendor for the services requested in this RFP; samples will not need to be provided.

Financial Statements:

We have provided the most recent audited financial statement for Xerox/ACS in CD format and have attached to the front of this binder.





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DISASTER RECOVERY PLAN

ACS/GRM could respond immediately to the disaster recovery needs of PANOLA COUNTY, TEXAS.

Archival Print Recording

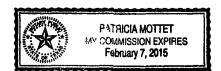
In the event of loss or damage to any of the paper records included in the ACS/GRM records management and protection program, the original microfilm roll would be retrieved from the archival microfilm storage vault by ACS/GRM personnel for prompt reprinting of the selected pages or volumes affected.

Selected pages of PANOLA COUNTY records, originally processed by ACS/GRM and in need of replacement, will be done so <u>at no charge</u> under the "Page Insurance" provisions of our customer services. Should a <u>major</u> disaster, such as fire or flood, cause large quantities of records (multiple volume's) to need replacement, the ACS/GRM would negotiate a price, at that time, to reprint the records from the microfilm in the vault. (Reprinting costs would be based on total quantity printed at the time, but in any case, be <u>less</u> than the original per page price charged the county initially).

Since the film stored in the security vault would have been used as a printing medium for the records, at the time they were first recorded by county personnel, the quality and reproducibility of the images would be verified. Considering the accountability for the stored microfilm rolls to be assured through an annual inventory to PANOLA COUNTY from ACS/GRM and recognizing that the keeping qualities of the film will be verified by regular film inspection programs, as required by the Oklahoma State Library rules for microfilming local government records, the confidence level of PANOLA COUNTY should be 100%, with respect to the disaster recovery capability for the records included in the scope of Archival Print services from ACS/GRM.

H. Sellers, Vice President Subscribed and sworn to before me this 12th day of Nonember 2013. atricia mottos Iotary Public

My Commission Expires:





Panola County Records Management and Imaging System Bid - Attachments

REFERENCES:

Honorable Karen McQueen Brazos County Clerk 300 E. 26th St., Ste. 120 Bryan, TX 77803 (979)361-4128

Honorable Laverne Lusk Cherokee County Clerk P. O. Box 420 Rusk, TX 75785 (903)683-2350

Honorable Tammy Biggar Fannin County Clerk 101 Sam Rayburn Dr., Suite 102 Bonham, TX 75418 (903)583-7486

Honorable Linda Jarvis Freestone County Clerk P. O. Box 1010 Fairfield, TX 75840 (903)389-2635

Honorable Christie Wakefield Leon County Clerk P. O. Box 98 Centerville, TX 75833 (903)536-2352 Honorable Peggy Beck Limestone County Clerk P. O. Box 350 Groesbeck, TX 76642 (254)729-5504

Honorable Carol Wilson Nacogdoches County Clerk 101 W Main St., Rm. 205 Nacogdoches, TX 75961 (936)560-7733

Honorable Shelli Miller Rockwall County Clerk 1101 Ridge Rd., Ste. 101 Rockwall, TX 75087 (972)204-6300

Honorable Joyce Lewis-Kugle Rusk County Clerk P. O Box 758 Henderson, TX 75653 (903)657-0330

Honorable Kari French Walker County Clerk 1100 University Avenue, Ste. 201 Huntsville, TX 77340 (936)436-4922

CONTRACT BETWEEN PANOLA COUNTY AND GOVERNMENT RECORDS SERVICES, INC. FOR INTERNET SERVICES

This Agreement is made this_	9th	day of	cembe	v_{2}	1013 by and	between Pan	iola
County herein and GOVERN					uccessors or	assigns, here	n

The Panola County Clerk and ACS agree to enter into a contract for Professional Services described as Internet Services for Real Estate Records. These services shall be according to the specifications and conditions as follows:

- 1. ACS will offer the Panola County Clerk's real estate records to the public, via Internet Services.
- 2. These Internet Services will be offered through the ACS Web site, texaslandrecords.com.
- 3. The Panola County Clerk agrees to advertise and recommend these services to the public.
- 4. It is agreed by both the Panola County Clerk and ACS, that ACS will charge a reasonable fee to any and all searchers for access to these Internet Services.
- 5. ACS will furnish to the Panola County Clerk a monthly report showing the total number of images downloaded and total revenue received from searchers of these records of Panola County.
- 6. ACS will be fully responsible to update, protect, and maintain the Web site.



TERMS OF CONTRACT

The length of this contract is for a period of one year beginning January 1, 2013 and ending December 31, 2013.

TERMINATION OF THE CONTRACT

This contract shall remain in effect until contract expires or defaults. Failure by ACS in performing any of the provisions of this contract shall constitute a breach of contract, in which case, Panola County may require corrective action within thirty (30) days of such breach. Failure by ACS to make corrections as required by the County shall constitute a default. Panola County reserves the right to terminate the contract immediately in the event of such default.

INTERNET CHARGES FOR SEARCHES

- 1. No charge for searchers to look at the Grantor/Grantee Indices.
- 2. Charge of \$1 00 per image (page) to view and print a copy. REBATES

ACS will rebate back to the Panola County Clerk 50% of the total revenues received on a monthly basis from the searches/prints.



In WITNESS WHEREOF, the parties have agreed herein:

GOVERNMENT RECORDS/SERVICES, INC.

By. Stacey H. Sellers, Vice President

PANOLA COUNTY, TX By. ん

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ow

Clara Jones, Panola County Clerk

By

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David L. Anderson, County Judge

Dated: 11/12/13

Dated: 12-9-13

Dated: ____/2-9-13



Panola County Records Management and Imaging System Bid - Attachments

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IHS NON-EXCLUSIVE LICENSE AGREEMENT

On this the 1ST day of January, 2014 (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.

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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

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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

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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 31st day of December, 2014 (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").

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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 86 PAGE 692

therefor.

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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

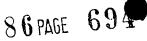
Licensee and its Departments shall immediately inform IHS in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials. In the event that disclosure is ultimately required, Licensee 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 Heath 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

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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,

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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 REOUIREMENTS 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 recision 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 nonappropriation, 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:

- 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 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

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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, 2014 (the "Effective Date").

INDIGENT HEALTHCARE SOLUTIONS

By: **Robert Baird** Title: President ZC, 2013 11 Date

PANOLA COUNTY, TEXAS By:

Hon. David Anderson Title: Panola County Judge

Dec 9, 2013 Date

XV

** 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 <u>not</u> 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 \$14.00 per month, per concurrent user.

Department	Monthly Fee	Concurrent Users
Indigent Department	\$945.00	2
CPT Code File	\$14.00	
Additional Concurrent User	\$443.00	
Total Monthly Fee	\$1,416.00	

Applications Software – Departments

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 (1st) 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.

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** Exhibit 2 ** Scope of Services

To Non-Exclusive License Agreement Between Panola County, Texas and <u>Indigent Healthcare Solutions</u>

PANOLA COUNTY, TEXAS

Term:

Start Date January 1, 2014

End Date December 31, 2014

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 11

- 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

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- 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

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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, 2014 ("Effective Date") is entered into by and between Indigent Healthcare Solutions Ltd. (the "Business Associate") and <u>Panola County, Texas</u> (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. <u>Services</u>. 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. <u>Responsibilities of Business Associate</u>. 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

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which Business Associate becomes aware within fifteen (15) days of the Business Associate's discovery of such unauthorized use;

Use reasonable efforts to maintain the security of the protected health (c) 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;

Within forty five (45) days of receiving a written request from the Covered (f) 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;

To inform the Business Associate of any changes in, or withdrawal of, the (b)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

To notify the Business Associate, in writing and in a timely manner, of any (c) restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522.

Mutual Representation and Warranty. Each party represents and warrants to the 4. other party that all of its employees, agents, representatives and members of its work force, who

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services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. <u>Termination</u>. 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. <u>Amendment</u>. This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. <u>No Third Party Beneficiaries</u>. 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. <u>Notices</u>. 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 day of <u>Aec.</u>, 2013.

IN PRESENCE OF: Business Associate

Name: Robert Baird Title: President Date: $\lfloor \lfloor 2 \rfloor \rfloor$, 2013

Bickerstaff Heath Delgado Acosta Panola County Indigent / Indigent Healthcare Solutions 2013

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VOL. 86 PAGE 708 IHS NON-EXCLUSIVE LICENSE AGREEMENT

On this the 1ST day of January, 2014 (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

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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

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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, (1) 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 31st day of December, 2014 (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

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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").

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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

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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.

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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

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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,

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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

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other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or recision 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 nonappropriation, 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.

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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").

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10.2 Default

Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- Failure to pay when due any payment under this License Agreement or the (a) performance of any obligation thereunder;
- Failure by Licensee to comply with or perform any provision of this License (b) Agreement;
- False or misleading representations or warranties as to Licensee's status and the (c) current year's appropriations of funds for this License Agreement made or given by Licensee; or
- Any reduction in the value of the Programs and related materials caused by any act (d) 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:

- Terminate this License Agreement, and enter the premises of Licensee and take (i) 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;
- Take whatever action at law or in equity IHS in its sole judgment may consider to (ii) 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
- Seek any other relief to which IHS may be entitled at law or in equity. (iii)

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

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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

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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, 2014 (the "Effective Date").

INDIGENT HEALTHCARE SOLUTIONS

Bv: Robert Baird Title: President 11 <u>Z</u>, 2013 Date

PANOLA COUNTY. TEX By:

Hon. David Anderson Title: Panola County Judge

9,2013 Date

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** 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 <u>not</u> 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 \$14.00 per month, per concurrent user.

Department	Monthly Fee	Concurrent Users
Sheriffs Department	\$443.00	1
CPT Code File	\$14.00]
Total Monthly Fee	\$457.00	1

Applications Software – Departments

VOL. 86 FAGE 724 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 (1st) 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.

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** Exhibit 2 ** Scope of Services

To Non-Exclusive License Agreement Between Panola County, Texas and Indigent Healthcare Solutions

PANOLA COUNTY, TEXAS

<u>Term:</u>

Start Date January 1, 2014

End Date December 31, 2014

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 11

- 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

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- 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

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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, 2014 ("Effective Date") is entered into by and between Indigent Healthcare Solutions Ltd. (the "Business Associate") and <u>Panola County, Texas</u> (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. <u>Services</u>. 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. <u>Responsibilities of Business Associate</u>. 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

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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. <u>Responsibilities of the Covered Entity</u>. 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. <u>Mutual Representation and Warranty</u>. 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. <u>Termination</u>. 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. <u>Amendment</u>. This Agreement may not be modified or amended, except in writing as agreed to by each party.

7. <u>No Third Party Beneficiaries</u>. 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. <u>Notices</u>. 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 day of _______, 2013.

IN PRESENCE OF: Business Associate

By:

Name: Robert Baird Title: President Date: <u>1126</u>, 2013

86 PAGE 730 VOL. PERSONNEL CHANGE REQUEST

Name:

Robert Inkle Road & Bridge Department: Operator

Position:

New Position (if applicable):

Current wage or salary

New wage or salary

Effective date of change

. :

Elected Official/Department Head Signature

\$15.34 \$ 16.06 12-10-13

12/91

Date Signed





LIMITED WARRANTY AND TERMS OF SALE

WARRANTY: DIAMOND MOWERS, INC products are sold with this Warranty against defects in material and workmanship which occur within twelve (12) months (or longer when purchasing an extended warranty) from the date of delivery to the purchaser, or the date of delivery to the carrier in the case of F O B shipments DIAMOND MOWERS, INC 's warranty shall be limited, at DIAMOND MOWERS, INC 's option, to repair or replace any defective parts or components. Such repair or replacement shall be the purchaser's sole and exclusive remedy hereunder, and correction of defects shall constitute complete fulfillment of all obligations by DIAMOND MOWERS, INC in its sole discretion. Expendable components including but not limited to knives, oil, chain sprockets, skid shoes, knife mounting disks, and similar components are excluded from this warranty Normal wear and tear, along with routine maintenance, is always excluded from this warranty. Purchaser shall pay all transportation costs associated with request for warranty service, including costs and expenses of transporting the product or component part to Diamond Mower Inc 's service centers. Warranty service shall be performed by the Diamond Mowers inc Dealer from who the product was purchased, in the Dealer's service department, during regularly scheduled hours of operation.

WARRANTY VOID BY MODIFICATION OR ALTERATION: This warranty is void if (1) the product is modified or altered in any way not approved, in advance and in writing, by Diamond Mowers, Inc., (2) if other than genuine DIAMOND MOWERS, INC parts have been installed, or (3) the product or its components have been subjected to misuse, neglect, accident damage, improper maintenance, or improper operation

LIMITATION OF LIABILITY: Diamond Mowers, Inc. shall not be liable in contract, tort, or otherwise, for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of profits, loss of production, or from injury or damage caused by reason of the installation, modification, use, repair, maintenance or mechanical failure of a Diamond Mowers, Inc product. Diamond Mowers, Inc 's warranties hereunder extend only to the direct customer of Diamond Mowers, Inc (or to the first user of the product if the direct customer purchases solely for the purpose of resale.) Diamond Mowers, Inc makes no warranties when the damage results from the failure to follow instruction decals. The purchaser or use of any Diamond Mowers, Inc equipment shall be responsible for all ordinary maintenance, adjustments, and cleaning of the product. In the event that the Diamond Mowers, Inc product is not properly maintained, all warranties by Diamond Mowers, Inc are null and void. Certain of the component parts of the Diamond Mowers, Inc product are purchased from other vendors, Diamond Mowers, Inc. warrants these component parts only to the extent of the vendor's warranties. Diamond Mowers, Inc., in its sole discretion, determines such component parts to be defective.

WARRANTY DISCLAIMER: To the maximum extent permitted by applicable law, Diamond Mowers, Inc. makes no warranties other than those stated herein, and these warranties are expressly in lieu of all other warranties, whether expressed or implied, including by way of example and not by way of limitation, any warranties of merchantability or fitness for a particular purpose, and also in lieu of any other obligations or liabilities on the part of Diamond Mowers, Inc.

Fill Out Contact Information Below, Cut Along Dotted Line, and Return to Diamond Mowers Inc.				
Owners Name: Panola County	Order #	27	 758	
	Mower Serial #	85	548	
Owners Mailing Address: 1105.54 Camore, Room 216-A	Carthage	Tx	75633 Zip Code	
Owners E-mail Address: david. and promo CO. panola.	tx.US Phone (91	03, <u>693-</u>		

THE UNDERSIGNED AGREE TO THE TERM AND CONDITIONS OF THE WARRANTY AS SET FORTH ABOVE, AND HAVE READ AND UNDERSTOOD THE OPERATION AND SAFETY PRECAUTIONS AS STATED IN THE OPERATOR MANUAL.

Deter

		Date	
AUTHORIZED SIGNATURE/SELLING DEALER	(PRINT SIGNATURE)		
Josith anderow	David L. Anderson	Date:/	2-9-13
PURCHASER'S SIGNATURE	(PRINT SIGNATURE)		

VOL. 86 PAGE 732 Non-Typical Oilfield Services

P.O. Box 1318 Carthage, Texas 75633

Estimate

Date	Estimate #
12/4/2013	DA74

Name / Address

PANOLA COUNTY SHERIFFS OFFICE

		-	Project
Description	Qty	Cost	Total
JOB DESCRIPTION. INSTALL 55 FEET OF 6 FOOT CHAIN LINK SECURITY FENCE WHICH WILL CONNECT TO EXISTING 6 FOOT CHAIN LINK SECURITY FENCE BEHIND SAMMY BROWN LIBRARY INSTALL 1-20 FOOT DOUBLE GATE AT SITE. ALL BIDS ARE GOOD FOR 30 DAYS DUE TO FLUCTUATING COSTS OF JOB EXPENSES THANKS FOR THE OPPORTUNITY TO BID THIS JOB		2,875.00	2.875 00
		Tòtal	\$2,875 00
	Customer Signa	atue mithe	Inderon

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VOL.

KEN HILL Assistant District Attorney

KEVIN JONES Criminal Investigator



DANNY BUCK DAVIDSON Criminal District Attorney

November 25, 2013

Judge David Anderson Panola County Judge Panola County Courthouse Carthage, Texas

RE: Thomson Reuters account

Dear Judge Anderson:

Thomson Reuters has offered us monthly flat rate billing in an effort to save the County money. I ask that this contract be put on the Commissioners' Court Agenda for approval.

It is my understanding that this is the same type of offer they made for you.

Sincerely,

Danny Buck Davidson

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123rd JUDICIAL DISTRICT PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW PANOLA COUNTY, TEXAS

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		Order Notification
THOMSON RE	UTERS	Order Notification Contact your representative <u>dan ramirez@thomsonreuters com</u> with any questions Thank you

Order ID: 502275

VOL

Subscriber Information

Account Address:

Account # 1000629466 PANOLA COUNTY DISTRICT ATTORNEY COURTHOUSE 108 S SYCAMORE ST RM 301 CARTHAGE, TX 75633 US 903-693-0310 Shipping Address: Account # 1000629466 PANOLA COUNTY DISTRICT ATTORNEY COURTHOUSE 108 S SYCAMORE ST RM 301 CARTHAGE, TX 75633 US 903-693-0310 Billing Address: Account # 1000629466 PANOLA COUNTY DISTRICT ATTORNEY COURTHOUSE 108 S SYCAMORE ST RM 301 CARTHAGE, TX 75633 US 903-693-0310

Payment and Shipping Information

Payment Method:

Payment MethodWestAccountAccount Number1000629466

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

Additional Information

Created By 0058311 Order Source 27 Revenue Channel 01 Order Date 11/8/2013 2:40:02 PM P O Number Additional Data B 5

Order Contact Information					
First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Ken	нш	ken.hill@co.panola	.tx.us	Order Confirmation Contact	28
Ken	нш	ken.hill@co.panola.tx.us		Primary Password Contact	24

Qty Product

Government Select Level 1 States (WestlawNext™,) (Banded) 1

Modules to include in Custom PRO:

Material ID	Description
40982568	Primary Law with KeyCite® All — Texas (WestlawNext™,)
40982173	Analytical Library Texas (WestlawNext™,)
40981466	Federal Materials — Texas (WestlawNext™,)
40983472	Graphical Statutes, PastStat Locator™,, State Legislative History Bundle — Texas (WestlawNext™,)
40992447	Texas Form Finder (WestlawNext™,)
40982176	Texas Practice Guide® (WestlawNext™,)
40982220	Texas Practice Series (WestlawNext™,)

Special Options: Number of Terminal Users 1

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 non CD-ROM products the Monthly Charges will be billed as set forth herein

Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly Charges for the second 12 months not to increase by more than 5% over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than 5% over the Monthly Charges for the second 12 months

NON-GOVERNMENT SUBSCRIBERS ONLY.

Upon conclusion of the 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 any product 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 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 respective 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 any product shall be governed by the respective 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

1 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

New Pr	oducts - Print	
Qty	Product	Material ID

West Complete Library 1

40666420

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	22056626	TX PRACTICE V35, 36 AND 36A COUNTY AND SPECIAL DISTRICT LAW SUB
1	17108687	TX PRACTICE V2A EVIDENCE COURTROOM HANDBOOK SUB
1	11309099	TX PRACTICE V7-8 CRIMINAL FORMS SUB
1	22133558	TX PRACTICE V6 CRIMINAL LAW SUB
1	11627356	TX PRACTICE V40-43B CRIMINAL PRACTICE AND PROCEDURE SUB
1	22119784	TX PRACTICE V1 AND 2 GUIDE TO THE TX RULES OF EVIDENCE SUB
1	17133737	TX PRACTICE V47 DISCOVERY PRACTICE HANDBOOK SUB
1	14665186	TX PRACTICE V29 AND 29A JUVENILE LAW SUB
1	13510786	TX JURISPRUDENCE 3D COMPLETE SUB
1	41118645	TX COURT RULES STATE, FEDERAL AND FEDERAL KEYRULES PAMPHLET VOLUME I-IIA SUB
1	22044954	TX VERNONS ANNO STAT SUB

VNI

Material ID

40988734

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Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms") If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted Upon conclusion of the Minimum Term, the West Complete Print Charges will increase 7% per year unless for consectutive 12-month periods (Renewal Term), and the Monthly West Complete Print 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 West Complete Print Charges 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 Subscription service may consist of updates and/or supplements to the service, including but not limited to. pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal:	N/A
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$0 00
Products Under 36 month contract term:	\$1,538 80
** Billed Monthly Total:	\$1,538 80

* 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

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 and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and 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 and 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. Usage Cap for CLEAR Subscribers. In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit acc

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. Usage Cap for CLEAR Subscribers. In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month

VOL. 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

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

Signature for Order ID: 502275

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

Research Subscriber Agreement (located at http://legalsolutions.com/research-subscriber-agreement)

Applicable Schedule A (located at http://legalsolutions.com/schedule-a-westlaw)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, 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 and Schedule A and this Order Form.

Signature of Authorized Representative for order

Kuc avidsor Printed Name

Crimina strict Date

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