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 OFFICE 903-693-0385

**COUNTY OF PANOLA**  
**MITCH NORTON**  
 PANOLA COUNTY CONSTABLE  
 PRECINCTS TWO & THREE

December 7, 2015

Panola County Judge LeeAnn Jones  
 Precinct 1 Commissioner Ronnie LaGrone  
 Precinct 2 Commissioner John Gradberg  
 Precinct 3 Commissioner Frank Langley  
 Precinct 4 Commissioner Dale LaGrone

Dear Commissioners Court

I am requesting that the Panola County Commissioners Court pass my request to use money in precinct 2 and 3 Constable Budget (equipment line) to purchase computer equipment and software thru Copsync. I have spoken with many law enforcement department heads and patrol officers that praise Copsync for its user friendly program and easy to use format, network capabilities to other law enforcement officers in the field, auto vehicle locator, report writing, daily log and the ability to reduce radio traffic for safety, privacy and reduce the amount of jammed radio traffic. The ability to run 10-27's, 10-28's and 10-29's thru TCIC/NCIC will help dramatically in my duties serving Panola County. I believe the ability to write reports, collect evidence and email reports to the Panola County Sheriff's office will keep Deputy Constable Charlie Blue and I in the field which will help to reduce response time in responding to dispatched calls. The AVL will help provide extra safety to me and Charlie because a monitor at PCSO will show exact location in our County. As you know patrolling along serving civil process, warrants and responding to calls in our rural settings often leaves our patrol units out of visibility from roadways. While 911 addressing system has improved our safety over old rural route system, it doesn't help when you are responding to a location that may take you a half mile or more off a county road, private road or an oil field road. One officer I spoke with stated to me that once you use Copsync system, you won't want to police without it. It is like owning a tractor and adding a front end loader; after using a front end loader you won't buy a tractor without one.

Thank you for your consideration in this matter.

MITCH NORTON  
 PANOLA COUNTY CONSTABLE  
 PRECINCTS 2 & 3



VOL. 96 PAGE 824

# Angelina Co. Sheriff Office says new technology will improve safety

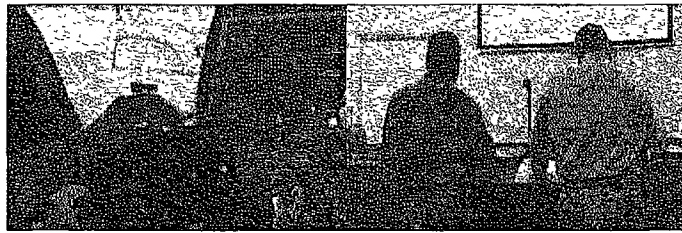
Posted: Sep 08, 2015 10:45 PM CDT

By Alexis Frazier

[Email](#)

[Connect](#)

[afrazier@ktre.com](mailto:afrazier@ktre.com)



A major technology upgrade is heading to the Angelina County Sheriff's Office very soon. Today, the county commissioners approved a 30-day trial for their deputy vehicles.

"It's been a long time coming for the Angelina County sheriff's department to get the computers in the car," Sheriff Greg Sanches, Angelina County said.

Tuesday was the day that the sheriff's office finally got the green light for something that has been years in the making.

"We presented an issue that we've been looking at for a good while, but it takes time because of the budget," Sanches said.

At the county commissioner's court meeting, there was a break through. Later this week, the sheriff's office will begin a test run on a computer system called Cop-sync.

It'll provide deputies with much needed access at the tip of their fingers.

"If somebody's wanted, we can share with over 36 thousand other law enforcement officers that are on that program," Sanches said. "We can have access to running license plates and driver's license that we need. It's a good tool for law enforcement."

Cop-sync has essential things for policing, but there's one feature in particular that stands out.

"One of the really important part of it is the GPS tracking. That way, if their on call and they get into some kind of danger then we'll be able to tell the other units where they're at," Sanches said. "That is something that is very important for law enforcement, as we all know now in days."

But before the computer system can be placed into police cruisers permanently, they must go for a test drive to make sure deputies are getting the best equipment.

Which Sanches thinks will work just fine.

"I know it is because I've talked to other sheriff's departments and they praise it," Sanches said.

Once the equipment officially comes to the Angelina County Sheriff's Office, Sanches believes he and his deputies will have the upper hand.

"I think it's going to really enhance, and hopefully improve some of the work we do," Sanches said.

Deputies with the Angelina County Sheriff's Office will go through an 8-hour training course if the system is bought.

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9/24/2015

Print Story

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## New Program Protects Law Enforcement in Real Time

NEW YORK, Sept. 22, 2015 /PRNewswire-iReach/ -- Former NYPD Detective Bo Dietl is calling for action to prevent attacks on police officers in the future. Dietl is set to speak at the New Jersey PBA Convention in Las Vegas on September 21<sup>st</sup>, where he will discuss COPsync, the latest technology that can protect officers in real time.

Photo - <http://photos.prnewswire.com/prnh/20150921/268929LOGO>

Every day, across the United States, dozens of police officers are being attacked. By utilizing COPsync's technology, the lives of more police officers can be saved. COPsync offers direct communication between all levels of police agencies and jurisdictions, allowing officers to call for help if needed by contacting the nearest officer and keeping tabs on police threats. For schools under serious threat, a 911 threat alert service provides direct communication between schools and local law enforcement to respond to threats more quickly and efficiently.

This latest technology for law enforcement agencies throughout the U.S. can also be used for police chases. For example, a cop sees a suspicious car and runs the license plate. Any history for the owner of that plate can be shared with law enforcement in real time. This lets the officer know ahead of time who they are pursuing. This information, readily available on an officer's mobile devices during a police chase, can help to save their lives.

"I believe in this technology," said Bo Dietl of Beau Dietl & Associates. "It is the best platform on the market today for ensuring the safety of our law enforcement officers. For example, if law enforcement had COPsync last December during the Eric Garner revenge assassination of 2 NYPD officers, there's a possibility that the information could have been received and the cops could have been alerted this man was coming to Brooklyn "

COPsync is currently being used by over 500 law enforcement agencies, schools and courts with subscribers in Texas, California, Mississippi and New England. With hopes of expanding its network, COPsync can be a crucial form of technology in preventing and solving crime.

"It's crazy that until COPsync we didn't have real time technology and information to help save the lives of our law enforcement officers," said Dietl.

### About Beau Dietl & Associates

Beau Dietl & Associates is an internationally recognized firm maintaining a global network of investigative and security-based resources. With law firms in New York City, Florida, New Jersey and California, Beau Dietl & Associates has a large investigative ability throughout the country. Services from Beau Dietl & Associates include special investigations, Internet security, computer forensics, litigation support, insurance services as well as both armed and unarmed security guards.

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**About COPsync**

COPsync's mobile application allows officers to instantly access local, state and federal law enforcement databases, quickly gather information at the point of an incident and immediately share critical data with all officers on the COPsync network. COPsync offers GPS-based vehicle locator and distance-based alerts for crimes in progress. In addition, COPsync provides an increase in officer productivity by coming with automated ticketing, DUI processing, and accident, arrest and incident features.

**Media Contact:** Jaclyn Dietl, Beau Dietl & Associates, (212) 557-3334, [Jaclyn@investigations.com](mailto:Jaclyn@investigations.com)

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SOURCE Beau Dietl & Associates

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# Grand Saline Sun

Serving Van Zandt County Communities Since 1894

www.GrandSalineSun.com

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October 01, 2015

Fifty Cents

## Ice Cream Social and Movie Night

GRAND SALINE On October 10th, Casey Creek Cowboy Church will be having an Ice Cream social at 5:30 p.m. followed by a free movie night at 7:00 p.m. The church is located at 144 VZ CR 1806 in Grand Saline.

## Peanut Butter Scholarship Pageant

GRAND SALINE The 2015 Peanut Butter Scholarship Pageant is scheduled for October 2, 3, 4, 5 at 6pm at Grand Saline High School. This year's theme is "The Call of the Pagan". As always, there are two age categories for girls from birth to 12th grade and a Peanut Butter Prince category for boys from birth to five years old. The queen will be awarded a \$1,000 cash scholarship and no one will go home empty handed. The entry fee is only \$35 and forms can be picked up from Michelle Heary at Mancos Community Bank or emailed upon request. There are also vendor spaces available for people wishing to set up to sell items. If you have any questions contact Jonathan Chitty at EBPageants@ahoo.com or 903-275-4489.

## National Night Out Scheduled for Oct. 6

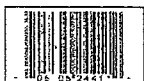
GRAND SALINE Come on for some family fun and meet your first responders on October 6, 2015 from 6:30 p.m. 8:00 p.m. downtown at the Depot Park Plaza. There will be free games, drinks and food. For more information, call 903-962-4747 or 903-962-5122.

## Streets Measured for Lamp Post

GRAND SALINE Measurements of the side walk downtown have been taken for our new lamp post. They will be close to the 1930 design. We have sold almost all of them. We have 7 left. You can buy a lamp post for \$1,000. It will be created with a plaque with your family name or business on it. Call the Salt Palace for more information.

## Good News!

The Lord is not slow in keeping his promise, as some understand slowness. He is patient with you, not wanting anyone to perish, but everyone to come to repentance. 2 Peter 3:9



# THE INDIANS WIN!

Tribe Ends Slump With 52-12 Homecoming Victory



Justin Simmons is all smiles as he and his teammates enjoy the thrill of victory as Indian fans joined them for a midfield celebration after their first win since 2012.

GRAND SALINE The Indians' defense pushed the Hawks' offense back to the 30-yard line on the first possession. The Indians' defense was unable to capitalize during the next Hawks possession, a long Hawk run to the end zone was negated by a penalty and the Grand

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## Texas General Hosts Retirement Lunch for Dr. Sherbert



Dr. Ronald Sherbert was the guest of honor at his retirement lunch hosted by Texas General Hospital. Sherbert announced his retirement after serving the Grand Saline community for many decades. Friends and family were on site to wish him well.

## Hoax Bomb Discovered After Homecoming Game Friday Night

GRAND SALINE Friday night at the end of the Homecoming football game Grand Saline Police Department officers were notified of a suspicious bag located outside the football stadium and between the high school baseball field. It was reported there was something that looked like a "pip" protruding out of the bag. An officer went to the location where the bag was reported to be about a one foot section

of 3 inch x 200 pipe was on the ground a little further down the fence line a bag was located containing two more one foot sections of steel pipe. Another one foot section of steel pipe was located north of the bag for a total of four pipes. The pipes were cylindrical in nature and had messages written on their exterior. There was a string coming out of the end of one of the pipes. At first glance they appeared to be pipe bombs of some sort. A closer look at the

## Collins Voices Support for COP Sync Program

By BRITTE BR@grandsalinesun.net  
GRAND SALINE In last week's meeting of the Grand Saline ISD board of trustees, one topic of major discussion was the local viability of a tactical emergency system that offers a real time approach to chronic situations on school campuses.

The COP Sync 911 system is already in place on many campuses of surrounding communities such as Winnboro, Quitman, Yantis and Albemarle. Golden were a few that were named. Grand Saline Police Department as well as many of our neighboring law enforcement agencies, already subscribe to this approach to crisis

situations that can leave a community in shock and struggling to answer "How long does it take to pull a trigger?" --Chief Collins

city is in hand and the answer to this question is speculative at best but the hope of not doing everything possible to protect our local youth is already being experienced by everyone involved.

Weather 09/21 - 09/27  
High Temp: 92 9/22  
Low Temp: 60 9/21  
Rainfall: Mon: 00  
Tue: 00  
Wed: 00  
Thurs: 00  
Fri: 00  
Sat: 00  
Sun: 00  
Monthly Total: 55"  
Yearly Total: 44.29"

Praying for  
COACH  
BACHTEL

See COLLINS Page 2

# Features

COLLINS Page 1

multiple situations have taken place in home, situations such as those still haunting the small community of Columbine, CO and Sandy Hook Elementary School in Newtown, CT. She called it a proactive approach that will put G&S&D in the 21st century of safety, technology.

She explained the through an application installed on smartphones which are in abundance on campus in 20-5 victims can communicate non-verbally with the nearest officers through text when verbally contacting with law enforcement could endanger the victims and reveal their location. Another danger is verbally communicating the situation to a 911 operator is that the person on scene may not be able to speak at an understandable volume for fear of discoverers speak fast in the tense situation or even be inebriated due to the overwhelming emotions that accompany ones fear for safety and the witnessing of friends fall to such a tragedy.

McGarry further explained that the system can inform officers which area of the campus the distress calls are originating and can allow officers to form a more tactical approach to a bad situation or that the active shooter is officers from a command post can be most effective than that of acting blindly when confronting the unknown.

After McGarry finished her presentation and opened the floor to questions, the board raised concerns as to the viability of such a system in a rural school district, such as Grand Saline and the response times of the County Sheriff's office being spread so thin across Van Zandt County, and the nearest officers (within 10-15 minutes) and the limited number of officers on duty locally.

McGarry mentioned that Grand Saline Police Chief Insam Collins fully supported the system

which Sun and it is printed in full and reads as follows:

**Ms. Doherty**

I would like to take the time to provide some law enforcement perspective into the Cop Sync 911 program that was presented to you at your last school board meeting. I am pleased that the school board is considering the program.

As Chief of Police, my first priority is the safety of the community in which I serve. This program can assist our department in assisting a I would like to face some time to explain the

But there is still one underlying problem with the Columbine shooting and that is communication. The factor we are missing here is the time of events from that day.

**- 11:19 a.m. SHOOTING BEGINS**

Initially, 2 killed 10 wounded.

**- 11:22 a.m. POLICE RESPONSE**

One officer was in the following information on the radio "shooter alive" at that time. The officer assumed it was a car accident. When the officer arrives he receives another

line due to new trends in first response training that it was not enough as evidence in the number of the 911 tapes from that incident were related to the public and if you have listened you will realize we never want to have gun shots, screams, confusion to happen. The most important is the confusion and chaos you hear in the recordings. Not just from people in the school but from what is going on in dispatch. Numerous 911 calls can be heard coming in dispatchers waiting

ing for the information and their responding. If someone checks that out or patches that button in with know right then, not 5 or 10 or 1 minute later before it is dispatched to officers right then! The only times I believe the school board should be concerned with is the amount of time it takes for someone to pull the trigger of a gun. More lives can be saved with this program.

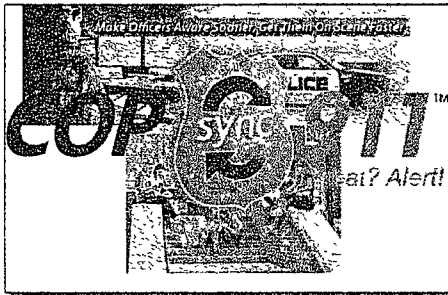
This program is not only for active shooter situations, it can be for any emergency such as a medical emergency, a student falls over unconscious in the classroom, the teacher car not the button and tell us what the problem is. We can turn on EMS and have them on road, prior to our arrival. If this is the first attack we all own previous minutes, can't be quickly.

If officers can respond to any emergency call within this city limits in around 2 minutes. My of parts or equipment with tactical weapons, tactical body armor, tactical "go bags" (with a tactical armor, medical supplies, food, and water) and most importantly we are ALL trained in active shooter tactical responses.

We even have a Active Shooter Response Instruction on our campus. There are reports that many 911 calls were not answered due to the mass operation of incoming calls.

Most students carry cell phones. Staff members have cell phones. In fact it is encouraged to have those phone or text person in the school for situations in the school like Columbine and Sandy Hook. But they pose a major problem if everyone is trying to communicate the same information to only a few people.

Even if the situation is dispatched within seconds, the amount of information is not enough to equip the officers with the knowledge needed to quickly bring the situation to an end. The Cop Sync 911 program is a solution to the problem Cop Sync was designed by law enforcement for law enforcement to better protect our communities and to do our jobs more effectively. Grand Saline Police Department has used Cop Sync in our patrol cars and in the office since the computer's inception. Cop Sync recognized the problem we face in these situations and has developed the Cop Sync 911 program to assist us with the problem in the school which the problem is we can't obtain descriptions, assess the situation while responding instead of wait



dilemma law enforcement faces in active shooter mass incidents in schools.

April 20 1999 changed the way law enforcement just responses were trained to handle active shooter situations in schools across the nation. If any of you can remember there were numerous media footages showing an enforcement around the perimeter of Columbine High School in Columbine Colorado while gun shots could be heard in the background. Colorado law enforcement received much criticism for that. But the fact is that is how law enforcement was trained at the time. Set up a perimeter wait for the specialized response units to arrive. That has since changed. Law Enforcement just responders are now tactically trained to enter the building and engage the shooter to save more

call on the radio "there is a shooter in the school" the immediate law enforcement units gun fire from two suspects. Two five minutes after the usual shooting because the officer is able to call back up at 11:24 a.m.

**11:25 a.m. FIRST 911 CALL RECEIVED**

Six minutes after the first calls were fired.

**- 11:29 a.m. GUNMAN ENTER LIBRARY AND OPEN FIRE**

One suspect who was the 911 caller and 52 students were hiding there.

**- 11:35 a.m. GUNSHOTS STOP IN THE LIBRARY**

10 more dead and 12 more injured.

**12:08 p.m. GUNMAN COMMIT SUICIDE**

- 12:30 p.m. Special Weapons and Tactics (SWAT) team arrives on scene. One hour after the last shots fired.

Officers were then minutes after shooting began if they had any idea what was going on the remaining 10 people killed and 12 injured ones likely would have been saved.

Now the most recent incident we have to look at is the one that occurred on December 14, 2012 in Newtown, Connecticut. Sandy Hook Elementary School where 20 elementary age children along with 6 adult staff members were murdered. The response from law enforcement was much better than that of Colum

bine due to new trends in first response training that it was not enough as evidence in the number of the 911 tapes from that incident were related to the public and if you have listened you will realize we never want to have gun shots, screams, confusion to happen. The most important is the confusion and chaos you hear in the recordings. Not just from people in the school but from what is going on in dispatch. Numerous 911 calls can be heard coming in dispatchers waiting for the information and their responding. If someone checks that out or patches that button in with know right then, not 5 or 10 or 1 minute later before it is dispatched to officers right then! The only times I believe the school board should be concerned with is the amount of time it takes for someone to pull the trigger of a gun. More lives can be saved with this program.

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Gilmer 903-843-1231	Cultham/Winnabow area 903-763-2713

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Patsy Hill 903-860-0877 - Lew Shouse 903-364-0077  
Bonnie Kewell 903-911-3644

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**Lakeport Police Department**207 Milam Road  
Longview , Texas 75601

11-02-2015

The Lakeport Police Department has been with CopSync since 4-2013. CopSync has been beneficial in keeping records of calls, reports, offenses and extra patrols. Being able to check Drivers Licenses and Vehicle Registration status, to include insurance status, has been of great help on the issue of Officer safety. The AVL feature(Auto Vehicle Locator) shows the Officers position at all times and allows for fast response to his location, should the need arise. There is a feature on CopSync that allows records of civil issues, extra patrols and criminal trespass warnings as well as records of daily activities. With the GPS feature, help, to include life flights and DPS air can locate the Officer quickly. Monthly reports can be generated of all activity. Racial profile stats are kept for yearly reporting to state and sent from CopSync data base. Officers are able to send information for crimes (Stolen vehicles, equipment, ect.) out to all agencies with CopSync from the vehicle. As a computer asset, CopSync is one of the best systems as far as cost and efficiency that is offered, and that is why this agency chose it.

CopSync has kept the program up to date with new laws and information. The tech support can, when needed, remote into system with your permission and help resolve any problem you may have with the system. This is vary rare and usually from officer error.

If we can be of any further help to you or your agency please give me a call. I feel CopSync is not only beneficial for record keeping but the most important is Officer Safety while on the streets protecting the citizens of the community.

Thank you,  
J. Wesley Freeman  
Chief of Police

903-643-3365



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## Benefits of COPSYN

To begin this, I have only had COPSYN for a month. I have however noticed the benefits and the overall benefit(s) to officers who actively hunt the criminal element inside the United States. This program for one helps me keep my time on the road hunting criminals to a maximum due to the report features. The Racial Profiling aspect that is kept within COPSYN could save me as many as fifteen days on the road instead of being in the office going thru every stop conducted the previous year. This could easily mean another 120 man hours (minimal) being on the roadways actively hunting criminals where a lawman needs to be

The ability to check license plates and the driver licenses without being on the radio not only saves time but also keeps the criminal element, that are known to carry scanners, not knowing an officers location. The criminal element (including narcotic and alien smugglers) that we actively hunt have a distinct advantage and are less susceptible to make a mistake if they know we are out working reducing our opportunity to visualize a minor traffic violation that could lead to a contact that could lead to an arrest.

Once a traffic stop is made the ability to quickly write a warning to the innocent motoring public is also a distinct benefit of the program. It only takes a couple of minutes to issue the warning which results in more stops per day, which means more contacts and increases the chance and odds we will be able to contact a major criminal during our shift. I have been able to make more stops per hour and everyone who works interdiction would agree if you make more contacts you increase your odds of catching a smuggler or terrorist

The next benefit is the ability to do multiple things on the roadway. The inventory helps because it can be done on the roadside. The booking module is self explanatory and can be done while waiting on a wrecker. This feature saves a tremendous amount of time! It is also a safety issue because we spend an hour inside of a jail where someone we have previously arrested would have access to us. I have had my booking done before leaving the roadside for the jail on several occasions I do not have to worry about getting jumped or shanked walking into our county jail to book someone in. I can walk them to the booking desk, place my memory stick in the computer, print out my booking sheet and be done in five minutes and be back on the roadway hunting more criminals. I love it.

I work fifteen to twenty miles west of the nearest jail and I am able to get a majority of my incident report done prior to leaving (with the exception of my narrative). This also saves time and allows me to stay on the roadway.

Interdiction is also about having knowledge of the individual you are dealing with. COPSYN has a feature that lets me know if the vehicle has been stopped by anyone using the program and this also lets me know when I check a driver license has been checked by an officer using COPSYN. This is a necessity in criminal interdiction. If another officer checks a vehicle traveling north from a city known for drug activity, If I stop this vehicle or person and they tell me they haven't been in that town during my

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roadside interview then I have caught them in a lie increasing my reasonable suspicion and chances that I am going to search a vehicle containing contraband. This program also allows us to make notes that can be referred to by officers or our selves. I have constantly made notes on individuals that I have contacted and should I stop them again I will be able to refer to my notes from the last stop. From what I understand any officer will be able to view these notes, which if properly utilized will assist any officer using this system in the identification of either known criminals or suspected criminals.

The criminal element has the advantages. COPSYNC defiantly lowers the odds against us. Information sharing at its finest is being developed by COPSYNC and increases the odds of the interdiction officer to make successful arrests and find criminals and contraband. The safety of Texas and the United States depends on it and information sharing which is accomplished thru the use of COPSYNC.

One last feature is the BOLO'S that are displayed This information would help in the location of suspects and missing children. I have noticed that the agencies that utilize COPSYNC have been placing BOLOS in the system and have been able to let the surrounding areas as well as the agencies in Texas that have COPSYNC know the information increasing the chance the suspects will be caught and contraband recovered.

COPSYNC in my opinion will increase the ability to catch the criminals that transport narcotics, smuggle people, terrorists and in general commit offenses against the person and property. That's an advantage that law enforcement can not afford to pass up. We should use this program like our lives depend on it, and in some ways it does

My name is Officer Billy Herrera of the Floresville Police Department. I have been a police Officer now for over 4 1/2 years. In my time with this department I have had my partner/ brother Officer Matthew Redd by my side. Along with Sgt Keen a 15 year Officer teaching us new things. I want to share a story with you about Officer Redd and his quick judgment to use COPsync on a call that occurred on the Wilson County/ Guadalupe County Line.

Officer Redd is an all-around type of Officer and is like every Officer in the world he has a ritual before starting shift. Officer Redd kisses his kids and wife and right before he walks out the door he says I Love You knowing he might not come home. Officer Redd then meets with my Sgt and I to receive any pass on from earlier calls. Throughout the night Officer Redd and I will sit stationary somewhere to run traffic. While we sit there he is always scanning other counties to see what is going on. I like to sit and concentrate what is in front of me and give him a hard time for always scanning. I always ask him bro why are you scanning. Officer Redd always responds in case something might happen I will be aware and let yall know so we are safe. I always thought it was a lot of radio transmission so I prefer not to scan until the night of September 26, 2014.

On September 26, 2014, Officer Redd and I were sitting in a Church parking lot running stationary traffic. Officer Redd was scanning as usual and heard a call come out to Wilson County Deputies. Dispatch advised deputies to make location to the Wilson County/ Guadalupe county line in reference to a kidnapping. Dispatch stated the complainant frantically called 911 that a male kicked in her door armed with a firearm. The complainant advised dispatch the male went into the residence and kidnapped 3 children. The male then got into a blue PT Cruiser and drove down FM 775. While hearing the radio traffic a deputy stated that the address given was going to be in Guadalupe County. Officer Redd then changed the channel to Guadalupe digital. Critical minutes past and no information was given to Guadalupe County.

Officer Redd then became concerned about the situation and messaged off his COPsync MDT Guadalupe Deputy Paul Easterling. Officer Redd advised Deputy Easterling of the call that was dispatched to the Wilson County Deputies. Deputy Easterling then advised his dispatch that he received a message from Officer Redd about the kidnapping. Deputy Easterling advised other units to be on the lookout for a Blue PT Cruiser. One of the deputies whose name I don't recall stated he had just past a vehicle matching that description driving down FM 775. That deputy turned his patrol unit around and attempted to catch up to it. A short time later that deputy was able to locate the vehicle. The deputy then activated its emergency lights to initiate a traffic stop. The vehicle that was driven by a male later identified as Christopher Jasso then lead the deputy on a vehicle pursuit.

The deputy advised dispatch of every turn they made and the high rate of speeds they reached. The deputy also advised dispatch that Christopher had also rammed his patrol car on Interstate 10. The deputy never gave up and stayed with the vehicle all the way into Bexar County where other Officers joined. The vehicle was later stopped at I-10 and Loop 1604. The Officer were able to successfully take Christopher and a female identified as Judith Reyes into custody. Jasso and Reyes were booked into Guadalupe County jail both on a 300k bond. The main charge was Aggravated Kidnapping X3. It was later learned that the children were all under the age of 8 and were kidnapped from their foster home. Christopher was also wanted out an outstanding warrant for Aggravated Sexual Assault of a Child. I believe that if it was not for Officer Redd quick reaction to advise a Guadalupe Deputy on his MDT could have resulted in a loss of these children. I advised Officer Redd that those children were rescued because of him. Officer Redd stated he was glad they were safe. Officer Redd received recognition of a job well done from Sheriff Arnold S. Zwicke. Since that day my perspective on scanning is completely

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different as I now scan other counties. Floresville is a small department but are blessed to have such a program that could do so many things. I am also glad you are reaching out to members so stories like this could be shared. Have a blessed day Mrs. Vetter and I hope this story is heard.

Officer Billy Herrera #379



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Now we will know where the problem is in the school, what the problem is, we can obtain descriptions, assess the situations while responding instead of waiting for that information and then responding. If someone clicks that icon or pushes that button we will know right then.....not 6, 5, 4, 3, 2, or 1 minute later before it is dispatched to officers. Right then! The only "times" I believe the school board should be concerned with is the amount of time it takes for someone to pull the trigger of a gun. More lives can be saved with this program.

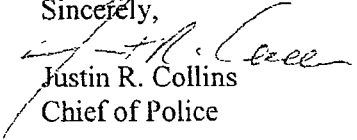
This program is not only for active shooter situations. It can be for any emergency such as a medical emergency. A student falls over unconscious in the classroom. The teacher can hit the button and tell us what the problem is. We can in turn notify EMS and have them en route prior to our arrival. If this is a heart attack we all know precious minutes can tick by quickly.

My officers can respond to any emergency call within this city limits in around 2 minutes. My officers are equipped with tactical weapons, tactical body armor, tactical "go bags" (which contain ammunition, medical supplies, food, and water), and most importantly we are ALL trained in active shooter tactical responses. We even have a Active Shooter Response Instructor on our roster as well. We also have a plan of action in our policy on how to respond and deal with an active shooter. We are trained, we are equipped All this was made possible due to constantly thinking about "What if...". As a police department we are always preparing for "what if" so that we may keep our citizens safe to the best of our ability. That way we never have to say "why didn't we".

I strongly urge the school board to approve the purchase of this program so that we as a community can elevate our level of protection we provide our children. I come to you as the Chief of Police who is responsible for this city's safety as well as a parent with children in your school district. Don't be school that ends up on national media saying "Why didn't we?".

I respectfully request an audience at the next school board meeting to give a demonstration of sorts to show you how this system will improve our responses to these type of situations.

Sincerely,



Justin R. Collins  
Chief of Police

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11:29 a.m. GUNMAN ENTER LIBRARY AND OPEN FIRE

One teacher (who was the 911 caller) and 52 students were hiding there.

11:35 a.m. GUNSHOTS STOP IN THE LIBRARY

10 more dead and 12 more injured.

12:08 p.m. GUNMEN COMMIT SUICIDE

12:20 p.m. Special Weapons and Tactics(SWAT) team arrives on scene.

One hour after the first shots fired.

Officers were there three minutes after shooting began. If they had any idea what was going on. The remaining 10 people killed and 12 injured most likely would have been saved.

Now the most recent incident we have to look at is the one that occurred on December 14, 2012 in Newtown, Connecticut at Sandy Hook Elementary School where 20 elementary age children along with 6 adult staff members were murdered. The response from law enforcement was much better than that of Columbine due to new trends in first responder training. That still was not enough as evident in the number of children killed that day.

The 911 tapes from that incident were released to the public and if you have listened you will hear sounds we never want to hear. Gunshots, screams, confusion to name a few. The most important is the confusion and chaos you hear in the recordings. Not just from people in the school but from what is going on in dispatch. Numerous 911 calls can be heard coming in, dispatchers making contact with first responding officers, contacting state agencies, and the 911 calls keep coming. There were even reports that many 911 calls were not answered due to the mass overflow of incoming calls.

Most students carry cell phones. Staff members have cell phones. In fact it is encouraged to have those phones on their person in the schools for situations in the school like Columbine and Sandy Hook. But, they pose a major problem if everyone is trying to communicate the same information to only a few people.

Even if the situation is dispatched within seconds, the amount of information is not enough to equip the officers with the knowledge needed to quickly bring the situation to an end. The Copsync 911 program is a solution to the problem. Copsync was designed by law enforcement for law enforcement to better protect our communities and to do our jobs more efficiently. Grand Saline Police Department has used Copsync in our patrol cars and in the office since the company's inception. Copsync recognized the problem we face in these situations and has developed the Copsync 911 program to assist us.

City of Grand Saline



VOL.

96 PAGE 837

## Police Department

September 25, 2015

Trish Elliott  
Grand Saline I.S.D. Superintendent  
400 Stadium Drive  
Grand Saline, TX 75140

Ms. Elliot,

I would like to take the time to provide some law enforcement perspective into the Copsync 911 program that was presented to you at your last school board meeting. I am pleased that the school board is considering the program. As Chief of Police my first priority is the safety of the community in which I serve. This program can assist my department in doing so. I would like to take some time to explain the dilemma law enforcement faces in active shooter/mass incidents in schools.

April 20, 1999 changed the way law enforcement first responders were trained to handle active shooter situations in schools across the nation. If any of you can remember there were numerous media footages showing law enforcement around the perimeter of Columbine High School in Columbine, Colorado while gun shots could be heard in the background. Colorado law enforcement received much criticism for that. But, the fact is that is how law enforcement was trained at the time. Set up a perimeter, wait for the specialized response units to arrive. That has since changed. Law Enforcement first responders are now tactically trained to enter the building and engage the shooter to save more lives. But, there is still one underlying problem with the Columbine shooting and that is communication. The following is a time line of events from that day:

11:19 a.m. SHOOTING BEGINS  
Initially 2 killed, 10 wounded

11:22 a.m. POLICE REPOSENSE  
One officer received the following information on the radio "female down in the parking lot". The officer assumed it was a car vs. pedestrian. When the officer arrives he receives another call on the radio "there is a shooter in the school". He immediately takes gun fire from two suspects. Thus five minutes after the initial shooting begins the officer is able to call for backup at 11.24 a.m..

11:25 a.m. FIRST 911 CALL RECEIVED  
Six minutes after the first shots were fired.

**Sidney Burns**

---

**From:** Manuel Mendez <MMendez@bickerstaff.com>  
**Sent:** Friday, December 04, 2015 11:13 AM  
**To:** leeann.jones@co.panola.tx.us  
**Cc:** Sidney Burns  
**Subject:** Proposed COPsync Service Agreement  
**Attachments:** Scanned from a Xerox Multifunction Device.pdf

Judge Jones,

Following are my comments regarding the COPsync proposed Agreement (attached). There are a number of terms in the agreement that the Commissioners Court may or may not want to accept. If an award is made, I can tailor the award letter to the terms agreed to by the Court

1. The Commissioners Court has discretion in approving the purchase. The Court cannot abuse its discretion by not providing the constable as an elected officer the equipment needed for him to perform his functions. But if the constable and other County constables are able to currently perform their functions without COPsync, this is an indication that denial of the purchase would not impair the performance of such functions.
2. The amount of the Agreement is less than \$50,000 for service and the required equipment so I do not think there is a need to bid it, notwithstanding that the component equipment itself may be available from certain cooperative purchasing services. Nor is this a situation where the County is making unlawful sequential purchases of the same service.
3. The Agreement references a "grant" amount from COPsync that is applied to reduce the purchase prices. I do not know why this is shown as a grant instead of a discount. If the Court approves the purchase, the approval should be based on the net sales price shown on the invoices, with being dependent on the award of, or continued application of, a "grant."
4. Comments regarding Agreement terms:
  - a. The equipment/installation invoice allows the vendor to bill for additional on-site services, travel and expenses if extra trips are needed. The Court should consider deleting this provision and limiting costs to the stated total of the invoice.
  - b. It is not clear that the Agreement includes training. The services invoice includes "Officer Setup and Agency Implementation Services," but item 3 on page 4 states that training is included only if stated on the face of the Services Agreement. This needs to be clarified.
  - c. Item 1 (Invoicing and payment) on page 4 provides for invoicing upon execution of the Agreement and payment within 30 days. This would allow the vendor to invoice before any equipment is even delivered. The Court should consider modifying this so that invoicing occurs after the equipment is installed and training has been completed.
  - d. Item 4 (Interface) on page 4 requires that the County enter into a separate "integration agreement" if the COPsync database is to be integrated with the County's existing record. Will this be an additional, needed expense to make the system functional/useable? This needs clarification.
  - e. Item 7 (LETS Application) on page 4 provides that the County is responsible for connecting to the state law telecommunications system (LETS), and the County has to make the payments under this Agreement regardless of whether the connection is approved. Is connection to LETS a necessary component to make the COPsync service functional/useable, and is the cost to connect, if any, acceptable to the Court?
  - f. Item 2 (Term) on page 5 provides for automatic annual renewals at the "then current prices" unless 30 days notice is given prior to the end of the term. The County won't know what the "then current prices" will be at the automatic renewal. I suggest changing this reference to the existing prices in the executed



Agreement, and including a provision to make Agreement renewals subject to County budget appropriation.

- g. Item 6 (Grant-Back License) on page 5 provides that the County grants to the vendor a non-revocable, transferable license to the County's "background" and "foreground" data, including the right to sell such data, and that this license survives the expiration or termination of the Agreement. I don't know what this data entails, but a non-revocable, perpetual grant of data seems problematic.
- h. Item 7 (Warranty Provisions) on page 6 limits COPsync's warranty to the service and software performing substantially as set forth in their published documentation, and limits the County's remedy to termination after an opportunity for COPsync to cure, with a refund limited to amounts paid for the period after the effective date of the termination. I suggest that the refund amount should be the entire amount paid for the service if it is not performing as warranted.
- i. Item 10 (General) on page 6 authorizes COPsync to assign the Agreement to certain potential assignees. I suggest that any such assignment be subject to the County's reasonable approval.
- j. Finally, I understand that the funds for this Agreement, if approved, would come from the budget allocation for this fiscal year. For this reason, the Agreement should be modified to provide that the service and equipment must be delivered, installed, and be ready for use no later than December 31, 2015.

An agenda item for this Agreement could be as follows:

**"Consideration of and possible action on a Proposed COPSync Service Agreement."**

Please let me know if you have any questions.

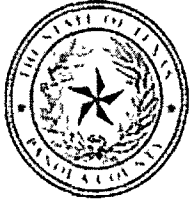
**Manuel O. Méndez** | Attorney | Bickerstaff Heath Delgado Acosta LLP  
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746  
Phone 512 472 8021 | Fax 512 320 5638

[mmendez@bickerstaff.com](mailto:mmendez@bickerstaff.com) | [www.bickerstaff.com](http://www.bickerstaff.com)

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Panola County, Texas

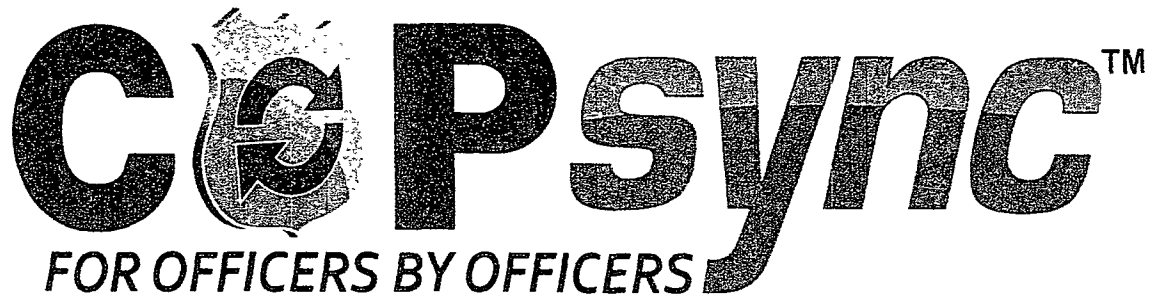
# Budget Report

## Account Summary

For Fiscal: 2015 Period Ending: 12/31/2015

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - GENERAL</b>							
<b>Expense</b>							
<u>100-581-51010</u>	ELECTED OFFICIALS	50,250 00	50,250 00	1,927 40	45,569 23	4,680 77	9 31 %
<u>100-581-51041</u>	DEPUTY	44,790 00	44,790 00	1,629 21	38,611 74	6,178 26	13 79 %
<u>100-581-52010</u>	SOCIAL SECURITY TAXES	7,271 00	7,271 00	254 36	6,047 59	1,223.41	16 83 %
<u>100-581-52020</u>	GROUP MEDICAL & LIFE INSURANC	23,000 00	23,000 00	1,989 24	22,692 06	307 94	1 34 %
<u>100-581-52030</u>	RETIREMENT & DEATH BENEFITS	22,829 00	22,829 00	854 29	20,220 09	2,608 91	11 43 %
<u>100-581-52040</u>	WORKERS COMPENSATION	3,734.00	3,734 00	0 00	1,742 96	1,991 04	53 32 %
<u>100-581-52060</u>	UNEMPLOYMENT	200 00	200 00	3 75	88.87	111 13	55 57 %
<u>100-581-52070</u>	OTHER POST EMPLOYMENT BENEFI	9,305 00	9,305 00	322 15	8,305 01	999 99	10 75 %
<u>100-581-53100</u>	OFFICE SUPPLIES	500 00	500 00	0 00	380 45	119 55	23 91 %
<u>100-581-53110</u>	AMMUNITION FOR DEPARTMENT	1,000 00	1,000 00	0 00	0 00	1,000 00	100 00 %
<u>100-581-53920</u>	UNIFORMS	880 00	880 00	0 00	648 51	231 49	26 31 %
<u>100-581-54090</u>	K-9 EXPENSE	1,500 00	1,500 00	0 00	639 16	860 84	57 39 %
<u>100-581-54200</u>	COMMUNICATION TELEPHONE	800 00	800 00	0 00	653 83	146 17	18 27 %
<u>100-581-54270</u>	CONFERENCES AND DUES	1,000 00	1,000 00	0 00	968 50	31 50	3 15 %
<u>100-581-54492</u>	LAW ENFORCEMENT OFFICER STAN	1,000 00	1,000.00	0.00	310 00	690 00	69.00 %
<u>100-581-54540</u>	PARTS REPAIRS GAS AND TRANS EX	20,000 00	20,000 00	0 00	14,152 55	5,847 45	29 24 %
<u>100-581-54990</u>	MISCELLANEOUS	565 00	565 00	0 00	150 98	414 02	73 28 %
<u>100-581-55270</u>	FURNITURE & EQUIPMENT	45,000 00	51,614 00	0 00	39,880 50	11,733.50	22 73 %
	<b>Expense Total:</b>	<b>233,624.00</b>	<b>240,238.00</b>	<b>6,980.40</b>	<b>201,062.03</b>	<b>39,175.97</b>	<b>16.31 %</b>
	<b>Fund - 100 - GENERAL Total:</b>	<b>233,624.00</b>	<b>240,238 00</b>	<b>6,980.40</b>	<b>201,062.03</b>	<b>39,175.97</b>	<b>16.31 %</b>
	<b>Report Total:</b>	<b>233,624.00</b>	<b>240,238.00</b>	<b>6,980 40</b>	<b>201,062.03</b>	<b>39,175.97</b>	<b>16.31 %</b>

*One Network Connecting Law Enforcement Nation Wide*



Network Subscription Proposal

**Panola County Constable Precinct 2**

**COPsync, Inc.**

**Purchase Agreement**

P O Box 802108  
Dallas, Texas 75380-2108

Office 972-865-6192  
Fax 972-201-9646

<b>CUSTOMER</b>	<b>SHIP EQUIPMENT TO</b>
Agency Panola County Constable Precinct 2	Name
Address 110 S Sycamore, Room 102-A	Attention
Carthage, TX 75633	Address
Contact Constable Mitch Norton	Phone
Phone (903) 392-0101	SEND INVOICE TO
Email mitch.norton@co.panola.tx.us	Name
Sales Rep Cyndi McCrory / Alyssa Kirk	Attention
<b>RESELLER</b>	Address
	Phone

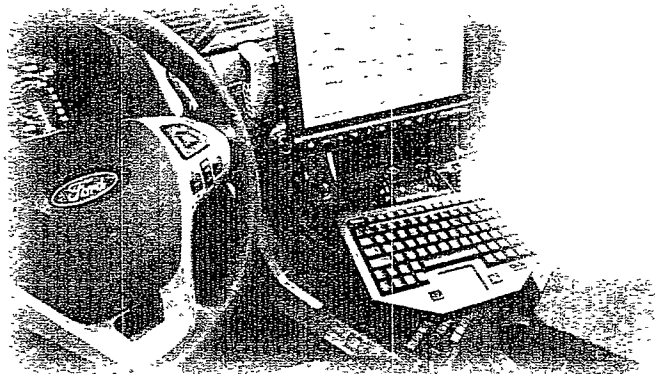
Quote # 8484  
Issue Date 11/5/2015  
Valid Thru 1/4/2016

Sales Tax Exempt

Final

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	--- COPSYNC OTHER ---		
1	Additional COPsync costs for the following	\$ 790.00	\$ 790.00
2	100-752 COPsync Vehicle Installation Console or Pole - COPsync only - Full MDT, with Accessories Incl		
	--- COMPUTERS AND ACCESSORIES ---		
2	805-GOBI Getac S400 G3 Intel Core i5 - 4210M Processor 2.6GHz, 14" (No Webcam), Microsoft Windows 7 Professional x64 with default RAM 8GB, 500GB HDD, Sunlight Readable (LCD + Touchscreen), Multi language + US KBD + US Power cord, Mechanical Backlit KBD with Fingerprnt, Wifi + BT + GPS + Gobi + Passthrough, -21C Low Temp option, Express Card 54, Smart Card Reader, SD Card Reader, TPM 1.2, Low Temp, 21°C, IP5X, 3 Year Warranty	\$ 3,078.40	\$ 6,156.80
1	805-240 LIND 12-32V DC vehicle adapter/charger	\$ 189.00	\$ 189.00
2	805-251 Gamber Johnson Vehicle Dock with Port Replicator and screen stiffener (order for 805-GOBI)	\$ 925.00	\$ 1,850.00
2	850-310 RUGGEDJET 4 w/ Bluetooth engine, includes documentation set, belt clip and ferrite core (no battery, vehicle mount sold separately), 2 yr warranty (RJ4030)	\$ 599.95	\$ 1,199.90
2	850-351 RUGGEDJET 4 Car Mount (PA-CM-4000)	\$ 89.95	\$ 179.90
2	880-400 DC Power Adapter - 10 FT (LB3691)	\$ 24.95	\$ 49.90
2	880-402 USB Cable - 6 ft (LB3602)	\$ 9.95	\$ 19.90
1	880-405 Standard receipt paper (7-year archivability), 123 4' (36.7m) per roll, 36 rolls per case	\$ 69.95	\$ 69.95
1	890-820 Hardware Grant	\$ (1,437.60)	\$ (1,437.60)
2	890-515 Magtek Card Reader	\$ 79.95	\$ 159.90
2	890-520 Gamber Johnson Laptop Mount	\$ 599.00	\$ 1,198.00
2	895-810 Laptop shipping and handling	\$ 24.75	\$ 49.50
1	895-815 Accessories shipping and handling	\$ 24.75	\$ 24.75
Note	Should extra trips be required, COPsync will invoice the agency for on-site services, plus travel time and expenses		
Signature	COPsync, Inc		
Print Name	_____		
Title	_____		
Date	_____		
Signature*	Panola County Constable Precinct 2		
Print Name*	_____		
Title*	_____		
Date	_____		
	*The person signing represents they are an authorized signatory		
	<b>SPECIAL TERMS</b>		
	See additional Terms and Conditions.	COPSYNC	\$ 790.00
	Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync, or COURTSync can be installed. If you do not have an Internet service, most providers offer a special government or education rate.	COMPUTERS & ACCES	\$ 9,709.90
		GRAND TOTAL	\$ 10,499.90
	***DO NOT PAY, THIS IS NOT AN INVOICE***		

Classify	Purchase Agreement / Budget
Workbook	Panola County Constable Precinct 2_8484_Purchase Agreement_Budget_2015 11 05.xls
Use File Name	Panola County Constable Precinct 2_8484_Purchase Agreement_Budget_2015 11 05
Generated	11/05/2015 at 08:36
Tool Version	Ver 2015 08 08

*One Network**COPsync Vision*

One centralized law enforcement network where all officers in every jurisdiction are connected in real-time on an information sharing data network

**CePsync™**  
FOR OFFICERS BY OFFICERS

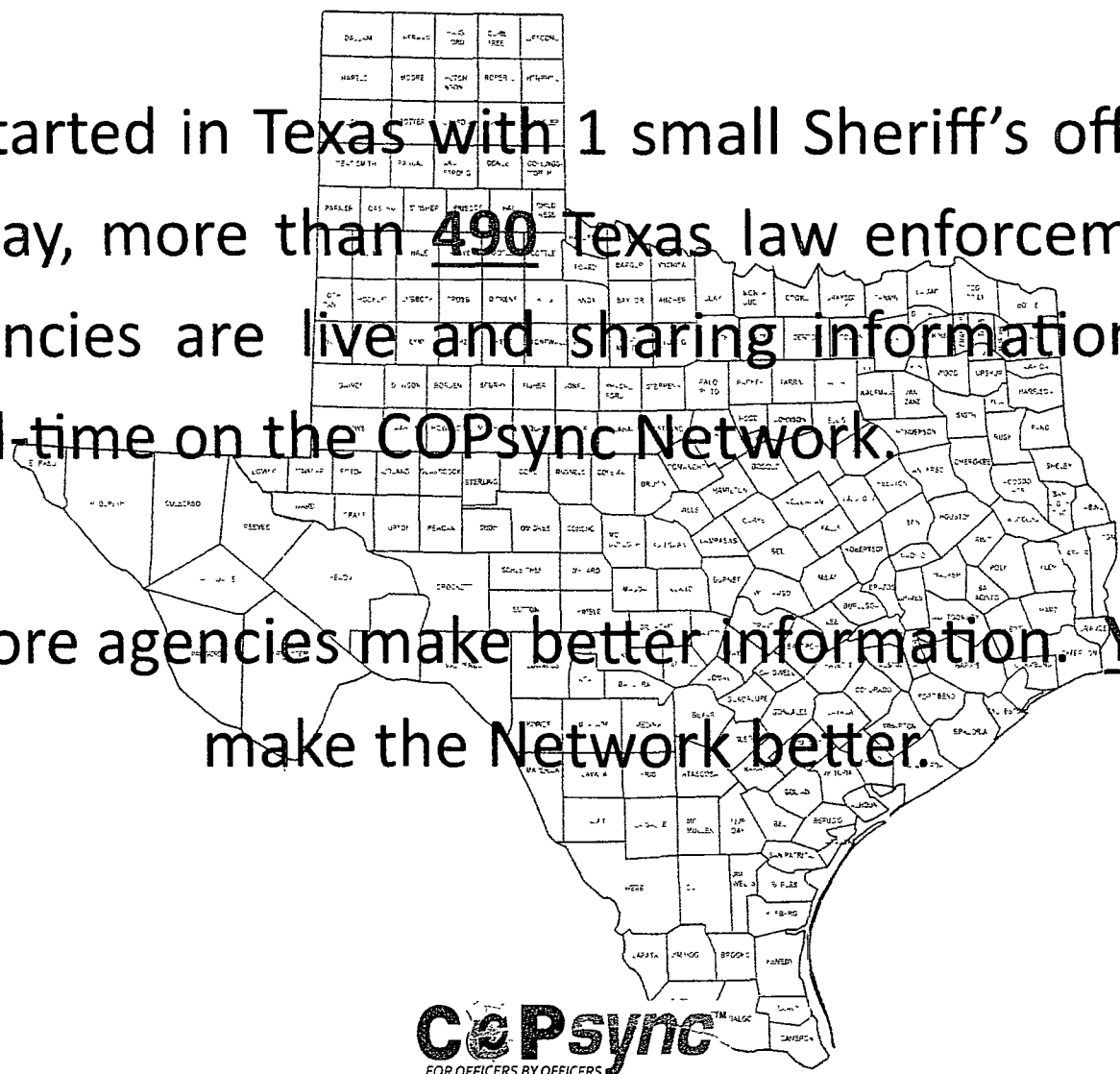
# One Network



## COPsync Presence

It started in Texas with 1 small Sheriff's office. Today, more than 490 Texas law enforcement agencies are live and sharing information in real-time on the COPsync Network.

More agencies make better information. You make the Network better.



**COPsync**  
FOR OFFICERS BY OFFICERS

*One Network**COPsync Mission*

To create value by enabling law enforcement officers and other security professionals to interdict crime and criminal activity more effectively and efficiently, thereby protecting lives and property.

**COPsync™**  
FOR OFFICERS BY OFFICERS



November 5, 2015

Dear Panola County Constable Precinct 2:

*Welcome to COPsync -- the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.!*

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite your acquisition of the COPsync product or service you are acquiring as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you that we will work diligently with you to ensure you become an active customer in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of the progress in processing your order.

For more information about COPsync and its suite of products and services, visit [www.copsync.com](http://www.copsync.com).

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

The COPsync Customer Care Team

**Agency Implementation Manager:**

Wesley Harris, (214) 215-8072, [wharris@copsync.com](mailto:wharris@copsync.com)

**Regional Sales Manager:**

Cyndi McCrory, (214) 681-2337, [cmccrory@copsync.com](mailto:cmccrory@copsync.com)





**Index of Attachments**

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment F -- COPsync Grant Letter



**Service Agreement**

P.O. Box 802108  
Dallas, Texas 75380-2108

Office 972-865-6192  
Fax: 972-201-9646

<b>CUSTOMER</b>	<b>SHIP EQUIPMENT TO</b>
Agency: Panola County Constable Precinct 2	Name
Address: 110 S. Sycamore, Room 102-A	Attention
Carthage, TX 75633	Address
Contact: Constable Mitch Norton	Phone
Phone: (903) 392-0101	<b>SEND INVOICE TO</b>
Email: mitch.norton@co.panola.tx.us	Name
Sales Rep: Cyndi McCrory / Alyssa Kirk	Attention
	Address
<b>RESELLER</b>	Phone

Quote # 8235  
Issue Date 11/5/2015  
Valid Thru. 1/4/2016

Sales Tax: Exempt

Final Yes

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	---COPSYNC SOFTWARE AND SUPPORT---		
2	100-010 COPsync Enterprise Full-time Officer [12 mo @ \$99.95]	\$ 1,199.40	\$ 2,398.80
	All COPsync Enterprise Full-time Officers are enabled to receive COPsync911 alerts		
1	100-090 COPsync Enterprise Software License Grant effecting a rate of \$50.00 per Full-time Officer	\$ (1,198.70)	\$ (1,198.70)
	---COPSYNC OTHER---		
1	Additional COPsync costs for the following	\$ 798.00	\$ 798.00
2	100-740 COPsync Software Configuration per Vehicle	Incl	
2	100-770 Officer Setup and Agency Implementation Services (\$600 minimum)	Incl	
1	100-771 COPsync Software Configuration Grant	\$ (198.00)	\$ (198.00)
1	100-772 Officer Setup and Agency Implementation Grant	\$ (600.00)	\$ (600.00)
<b>SPECIAL TERMS</b>		COPSYNC	\$ 1,200.10
<p><i>Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync, or COURTSync can be installed. If you do not have an Internet service, most providers offer a special government or education rate.</i></p> <p><i>All amounts are due upon execution of this services agreement as described in Item 1, Invoicing and Payment.</i></p> <p><i>Phil Raymond will provide the COPsync training.</i></p> <p><b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b></p>		GRAND TOTAL	\$ 1,200.10

Classify:	Service Agreement / Budget
Workbook:	Panola County Constable Precinct 2_8235_Service Agreement_Budget_2015 11 05.xls
Use File Name:	Panola County Constable Precinct 2_8235_Service Agreement_Budget_2015 11 05
Generated:	11/05/2015 at 09:08
Tool Version:	Ver. 2015 08 08



1. **INVOICING AND PAYMENT.** COPsync, Inc ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, Texas 75380-2108.**
2. **TERM.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement, except as provided in the attached Terms & Conditions.
3. **INSTALLATION.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **TITLE.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.
5. **INTERFACE.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
6. **SALES & USE TAX.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
7. **LETS APPLICATION.** If applicable, Customer is solely responsible for making application and securing approval of its application to connect to the state law enforcement telecommunications system ("LETS"). Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the LETS application has been approved.
8. **NUMBER OF USERS.** COPsync agrees to provide the total number of user licenses for the COPsync Network service, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Network Service at no charge to Customer for administrators and support staff.

**COPsync, Inc**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Subscriber\***

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email address to which to send invoice: \_\_\_\_\_

\*The person signing represents they are an authorized signatory.



## Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPSsync, Inc ("COPSsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users of the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.
2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either party notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Permitted Use Only.** The COPSsync Service and related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for emergency service personnel. The COPSsync 911 Service, COURTSync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPSsync Service. The COPSsync VidTac video system may be used only for law enforcement and emergency service purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.
4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software, (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof, or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted, (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity, (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.
6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service, and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.



We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement.

- 7. Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

- 8. Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arise in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

- 9. Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

- 10. General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.

In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.



November 5, 2015

Dear Panola County Constable Precinct 2:

This is a letter to advise that we are the sole source manufacturer of the COPsync™ real-time law enforcement information sharing network ("COPsync Network"), including the COPsync911™ threat alert service ("COPsync911 Service")

We hold all copyrights for the technology; hold a patent (patent no. 9,047,768) entitled, "Method, System and Computer Product for Law Enforcement," which covers certain elements of the COPsync Network and hold other patents pending and patent applications covering certain elements of the COPsync Network and COPsync911 Service. Aspects of the COPsync Network and COPsync911 Service that we believe make them unique include the following:

1. Real-time information sharing among all users at the point of incident: Data is gathered electronically at the point of incident, and is immediately available to all users on the system.
2. Instant access to all reports and citations among all users: All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users.
3. Eliminates redundant data entry: Information captured from a driver's license scan, or already resident in the system, is populated across all forms automatically. Data collection and entry is standardized.
4. Multi-Jurisdictional Compatibility: Information sharing at the point of incident is available among all users.
5. GPS/AVL (Global Positioning/Auto Vehicle Locator): The location, direction, speed and current activity of every user on the system is available to all users.
6. Distance-Based Alerts: If a user enters the name, address, vehicle license plate, or associate of someone with an officer safety BOLO, the five (configurable) nearest officers are automatically notified regardless of the agency.
7. Instant communication among all users: Any user on the system can be sent an instant message. The messaging is multi-jurisdictional and encrypted so it can only be accessed by users.
8. Map-Based Messaging: Messages can also be sent directly to specific vehicles appearing on the AVL map.
9. National, State and Local criminal database access: Criminal and vehicle history can be queried from the patrol vehicle.



10. Vehicle Crash Reporting and Diagram Builder: State forms and crash reports are generated electronically in the COPsync system, as well as the diagram.
11. e-Citation Module: Tickets can be written in the system and are viewable by all users.
12. Law Reference Library: Relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute.
13. BOLO (Be On the Lookout) Database: Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted.
14. Electronic Reporting including DUI Module: Reports can be completed electronically, in the field, and without redundant data entry. Forms, including Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized screen.
15. COPsync Cache: Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.
16. Criminal Trespass Database: Officers can readily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users.
17. No Technology Changes Required: The COPsync system can be used effectively without making changes to your current record, jail, or court management technology infrastructure. The system can also be interfaced with any record, jail, court, or computer-aided dispatch system, assuming cooperation from the relevant vendor.
18. COPsync911: Teachers and others can send emergency alerts directly to the closest patrol officers, regardless of agency jurisdiction, and the local dispatch center; the person sending the alert and the alert recipients may communicate in real-time among themselves in a virtual chat room.

In conclusion, hundreds of law enforcement agencies and schools have purchased the COPsync Network and COPsync911 system on a sole-source basis. If you have any questions please contact me.

Very truly yours,

Ronald A. Woessner  
Chief Executive Officer



November 5, 2015

Panola County Constable Precinct 2  
110 S. Sycamore, Room 102-A  
Carthage, TX 75633

Dear Constable Mitch Norton :

We understand that Panola County Constable Precinct 2 desires to join the COPsync information sharing network. I am writing this letter to inform you that COPsync is awarding Panola County Constable Precinct 2 a grant in order to enable it to join the network.

This letter awards Panola County Constable Precinct 2 a grant of One Thousand One Hundred Ninety Eight Dollars And Seventy Cents (\$1,198.70), which is to be applied against the COPsync software licenses as stated in quote number 8235 and expires 60 days from the date of the quote.

Please contact your COPsync account executive if you have any questions about the quote or this COPsync grant.

We appreciate your business and look forward to having you as a member of the network!

Sincerely,

A handwritten signature in black ink that reads "Barry W. Wilson". The signature is written in a cursive, flowing style.

Barry W. Wilson  
Chief Financial Officer





# County of Panola

110 S. Sycamore • Room 216-A  
 Carthage • Texas 75633  
 Phone 903-693-0391 • Fax 903-693-2726

County Judge  
 Lee Ann Jones

County Commissioners  
 Ronnie LaGrone, Pct #1  
 John Gradberg, Pct #2  
 Frank R. Langley, Jr., Pct. #3  
 Dale LaGrone, Pct #4

## AWARD AND CONTRACT

Via U.S. Mail/Certified Return Receipt Requested and Email: [akirk@copsync.com](mailto:akirk@copsync.com)

Alyssa Kirk

P.O. Box 802108

Dallas, Texas 75380-2108

RE: COPsync Services

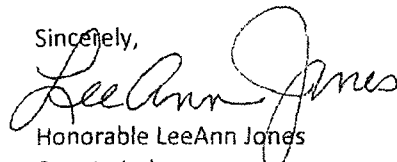
COPsync, Inc. ("COPsync"), submitted a quote dated November 5, 2015 to Panola County, Texas ("County") to provide information sharing and communication and data interoperability network services, as well as the necessary equipment for such services (collectively, "Services"), in Panola County Constable Precinct No. 2 (the "Quote"). A copy of such Quote, consisting of a separate quote for services and for equipment, is attached hereto and incorporated herein for all purposes. This Award and Contract is to inform you that the County accepts the attached Quote for the services and equipment specified therein subject to the terms and conditions provided in this Award and Contract.

- I. **Contract Documents.** The terms and conditions set forth in the Quote shall be subject to the terms and conditions set forth in this Award and Contract. Only the terms and conditions set forth in the Quote, as modified herein, have been considered and granted by the County to COPsync. Any other terms, conditions, assumptions, or exceptions are specifically denied. The contract ("Contract") between the County and COPsync shall consist of this Award and Contract and the Quote, as modified by this Award and Contract.
- II. **Terms.** Notwithstanding anything to the contrary in the Quote, the terms and conditions of the Quote shall be modified as follows:
  - a. The amounts payable by the County under the Contract shall be the net amounts shown on the Quote: \$10,499.90 for equipment, and \$1,200.00 for services, without regard to whether any discount amount is considered a "grant," and without being dependent on the award of, or continued application of a "grant." No additional amount shall be invoiced to the County for any additional installation or other costs related to the services.
  - b. COPsync shall provide training for County personnel as necessary to implement the Services. No additional amount shall be invoiced by COPsync for such training.
  - c. COPsync invoicing under the Contract shall occur after all necessary equipment and software has been installed and training has been completed. Payment of COPsync's invoices under the Contract shall be paid by the County in accordance with and governed by Texas Government Code, Chapter 2251.

- d. The services portion of this Contract (the "Services Agreement") shall renew automatically for successive one year periods at the contract price for the Services Agreement (being \$1,200 00 per annum), unless either party notifies the other in writing thirty days prior to the end of the initial or renewal term. Notwithstanding the above, the County's liability for any future Contract payments shall be subject to County appropriation and budgeting in the applicable year.
- e. The County's license to COPsync regarding background and foreground data, as well as publicly available and de-identified data, shall be nontransferable and shall terminate upon expiration or termination of the Contract. Such data may not be licensed or transferred for value.
- f. If the Contract is terminated by the County because the Services do not perform substantially as set forth in COPsync's published documentation, COPsync shall promptly refund to the County any amounts paid to COPsync under the Contract.
- g. The Award and Contract may not be assigned by COPsync without the County's written consent. Such consent shall be reasonably exercised at the County's sole discretion.
- h. The Contract is funded from budgeted funds from County fiscal year 2015. All equipment and software shall be installed, training completed, and the system shall be ready for operation on or before December 31, 2015.

III. **Miscellaneous.** In the event of a conflict between this Award and Contract and the Quote, this Award and Contract shall control. The parties may execute this Award and Contract in one or more counterparts, all of which when taken together shall constitute one and the same instrument. Copied or telecopied signatures may be attached hereto and shall have the same binding and legal effect as original signatures.

Please execute this letter as provided below to acknowledge COPsync, Inc.'s agreement to the terms of this Award and Contract. If you have any questions, please contact me at 903-693-0392.

Sincerely,  
  
 Honorable LeeAnn Jones  
 County Judge  
 Panola County, Texas

AGREED:

COPsync, Inc.  
 By: Alyssa Kirk  
 Name: Alyssa Kirk  
 Title: Chief Operating Officer  
 Date: 12/18/15