

# Donation

Date 11-1-17

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

\$ NA and/or

material of the following type and amount 300 yards of clay

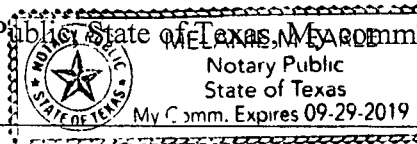
This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number PCT 4, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

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

[Signature] Commissioner, Precinct# 4

Sworn and subscribed to this 2 day of November, 20 17.

[Signature], Notary Public, State of Texas, My commission expires 9/29/19



(Panola County Commissioners' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 14th day of Nov, 20 17.  
County Judge [Signature]

# Donation

Date 11-7-17

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

\$ \_\_\_\_\_ and/or

material of the following type and amount 37 loads Gumstone Base

This donation is to be used as needed by the Panola County Road and Bridge Department to improve Panola County road number 401, or if no road is indicated, then it is to be used to improve any Panola County road as seen fit by the Department. This donation must be accepted by the Panola County Commissioners' Court according to Local Govt. Code sec. 81.032 and Transportation Code sec. 252.214 and any money will be held by the Panola County Treasurer pending approval of deposit in the Road and Bridge Fund. Any material will not be used prior to the approval of the Court.

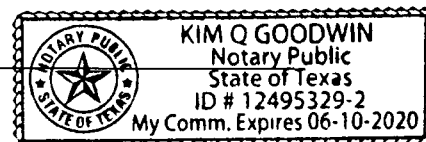
I acknowledge that this is intended as a donation and that no person or corporation has been promised any other benefit because of the donation, nor have been induced or coerced in any way by any official or employee of Panola County. I further certify that this donation was given freely and voluntarily.

[Signature] Commissioner, Precinct# 4

Sworn and subscribed to this 7 day of Nov, 20 17.

Kim Q. Goodwin, Notary Public, State of Texas, My commission expires \_\_\_\_\_

6-10-20



(Panola County Commissioners' Court use only)

This item was accepted / ~~disapproved~~ (strike one) at a meeting of the Panola County Commissioners' Court on this 14th day of Nov., 20 17.

County Judge [Signature]

NOTICE OF PROPOSED INSTALLATION  
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that

Rockcliff Operating proposes to place a  
(COMPANY NAME)

5 inch line within the Right-of-Way  
(PIPE SIZE)

of County Road: 301, 302, & 303 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring a total length of 570 ft total line in Panola County.

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

Construction of this line will begin on or after the 1st day of  
December, 2017.

FIRM: Rockcliff Operating  
BY: Jeff McClure  
TITLE: Sr. Landman  
ADDRESS: 342 Johnny Clark Rd.  
Longview, TX 75603  
PHONE: (903) 235-5689

# APPROVAL

November 14, 2017

TO Rockcliff Operating  
Attn: Jeff McClure  
342 Johnny Clark Rd  
Longview, Tx 75603

RE **CR #301, #302, & #303**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **5" line** within the right-of-way of County Roads **#301, #302, & #303** as shown by accompanying drawings and notice except as noted below.

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

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

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



no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court

- 6 Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
- 7 Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved:   
COUNTY JUDGE

COMMISSIONERS.

Precinct #1	Ronnie LaGrone
Precinct #2	John Gradberg
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone



Justin Smith &lt;jdsmith2406@gmail.com&gt;

## Rockcliff Hwy 79 UIR - Pipe Specs

2 messages

Jeff McClure <Jeff.McClure@rockcliffenergy.com>  
 To: "Keith J. Johnson@txdot.gov" <keith.j.johnson@txdot.gov>  
 Cc: Jeff McClure <Jeff.McClure@rockcliffenergy.com>, "jdsmith2406@gmail.com" <jdsmith2406@gmail.com>

Pipe Type: Fiberspar Series 1500 X (see pic below)

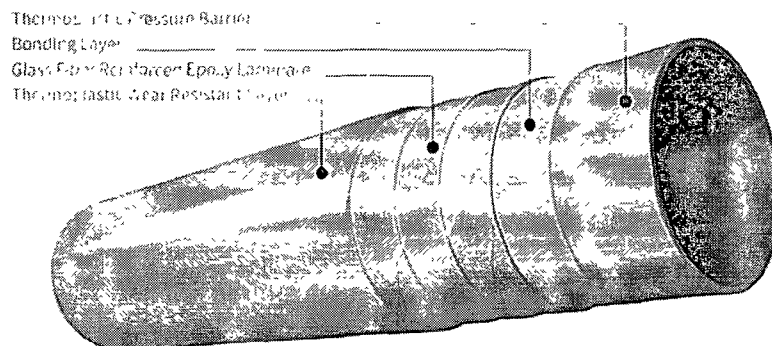
Estimated operating pressure: 400 lbs

Pressure rating of the pipe: 1,500 lbs

Outside diameter: 6' 15"

Inside diameter: 5' 00"

Just let me know if you need any additional information. Thanks Keith -Jeff



### Series 1500

1500 psi (1500 psi) 1500 psi (1500 psi) 1500 psi (1500 psi)

Product & Size	Pipe Dimensions										Minimum Bending Radius		Short-Term Tensile Rating	
	Inside Diameter		Outside Diameter		Reinforced Wall Thickness		Min. Reinforced Wall Thickness		Pipe Weight					
	in	mm	in	mm	in	mm	in	mm	lbs/ft	kg/m	in	cm	lbf	kgf
FSLP 2" 1,500 (X)	1.89	48	2.43	62	0.094	2.4	0.085	2.1	1.04	1.55	61	155	4000	1810
FSLP 2 1/2" 1,500 (X)	2.37	60	2.99	76	0.113	2.9	0.102	2.6	1.50	2.24	75	191	5960	2700
FSLP 3" 1,500 (X)	2.82	72	3.52	90	0.134	3.4	0.121	3.1	2.06	3.07	88	224	8440	3820
FSLP 3 1/2" 1,500 (X)	3.33	84	4.13	105	0.161	4.1	0.145	3.7	2.82	4.19	103	262	11920	5400
FSLP 4" 1,500 (X)	3.75	95	4.63	118	0.178	4.5	0.160	4.1	3.46	5.15	116	295	14880	6740
FSLP 5' 1,500 (X)	4.52	115	5.57	141	0.218	5.5	0.196	5.0	5.02	7.47	139	353	22040	9990
FSLP 5 1/2" 1,500 (X)	5.00	127	6.15	156	0.248	6.3	0.223	5.7	6.15	9.16	154	391	27720	12570
FSLP 6" 1,500 (X)	5.60	142	6.83	173	0.262	6.7	0.236	6.0	7.34	10.92	171	434	32720	14840



11/7/2017

Gmail - Rockcliff Hwy 79 UIR - Pipe Specs

Jeff C McClure | Sr Surface Landman

O (903) 643-3791 | C (903) 235-5689

E [jmcclure@rockcliffenergy.com](mailto:jmcclure@rockcliffenergy.com)

Fulbnght Tower | 1301 McKinney Street Ste 1300

Houston Tx 77010

[www.rockcliffenergy.com](http://www.rockcliffenergy.com)

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Justin Smith <jdsmith2406@gmail.com>

Mon Nov 6, 2017 at 12:45 PM

To: Jeff McClure <[Jeff.McClure@rockcliffenergy.com](mailto:Jeff.McClure@rockcliffenergy.com)>

Cc: keith.johnson@txdot.gov

Got it thanks!

Justin Smith

[Quoted text hidden]



# 302 Crossing 1

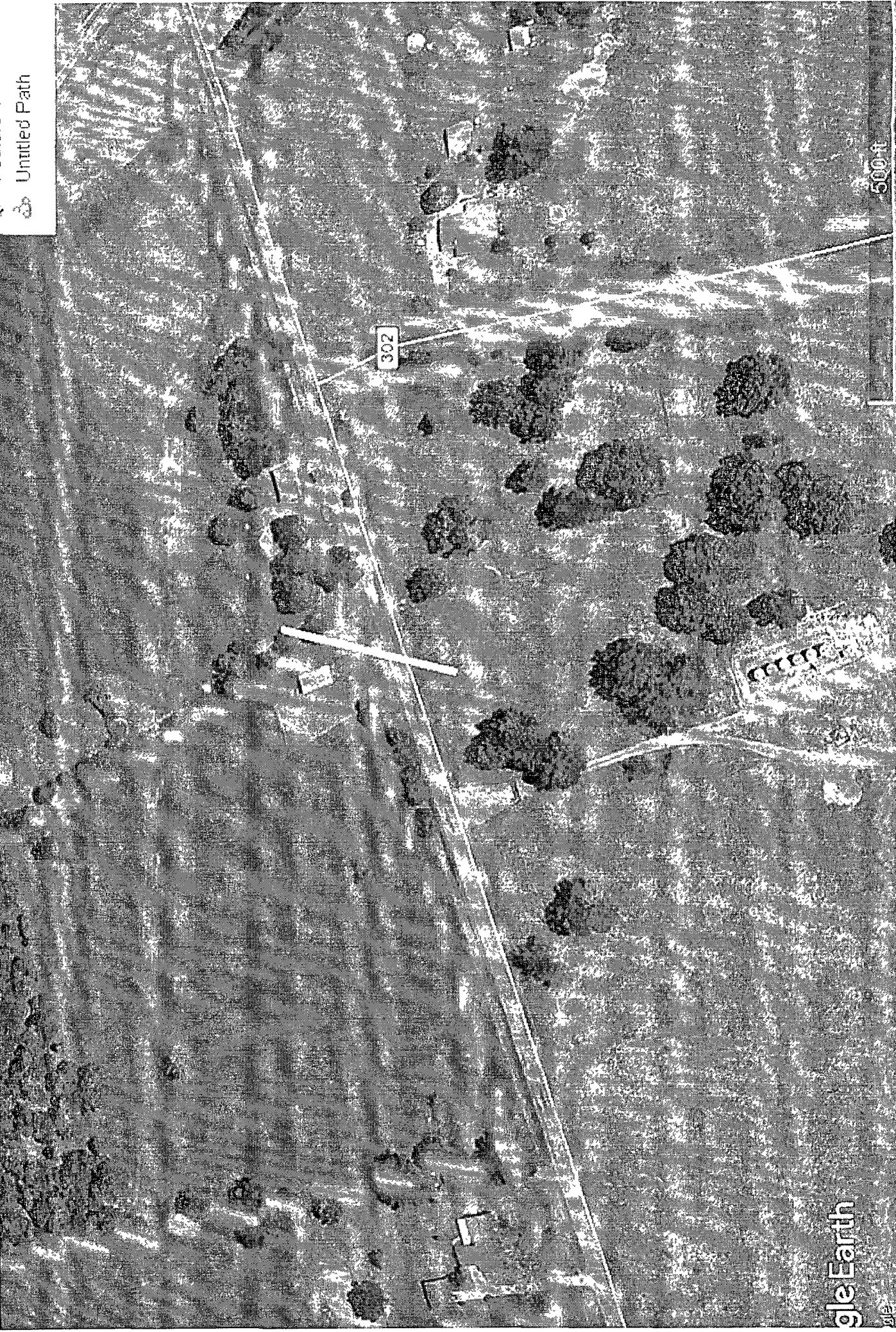
a description for your map

## Legend

- Bann - North New Ec
- Feature 1
- Untitled Path

gle Earth

500 ft





Re: Installation Paperwork

From: Justin Smith

Sent: Tue, Nov 7, 2017 at 3:40 pm

To: vicki.heinkel@co.panola.tx.us

Pipeline Installation PDF (29.4 KB)   Rockcliff Hwy 79 UIR - Pipe Specs pdf (484.2 KB)   SWD Option 1.2 Plat 11-1-2017 pdf (508.3 KB)   CR 302 & 301 Crossing.jpg (946 KB)   CR 303 Crossing.jpg (827.4 KB)  
CR 302 Crossing 1.jpg (724.4 KB) — [Download all](#)

Hey Ms. Heinkel! Please see the attached documents for our proposed 5 inch water line easement. We will have 4 road crossings total. Feel free to call me to discuss.

Justin Smith  
Rockcliff Operating  
318-294-6875

On Wed, Nov 1, 2017 at 2:24 PM, <vicki.heinkel@co.panola.tx.us> wrote:  
Please see the attached paperwork that you need to fill out.

Our next Commissioners' Court meeting is November 14th at 1:30 p.m. The deadline to get anything on this agenda is November 9th at noon.

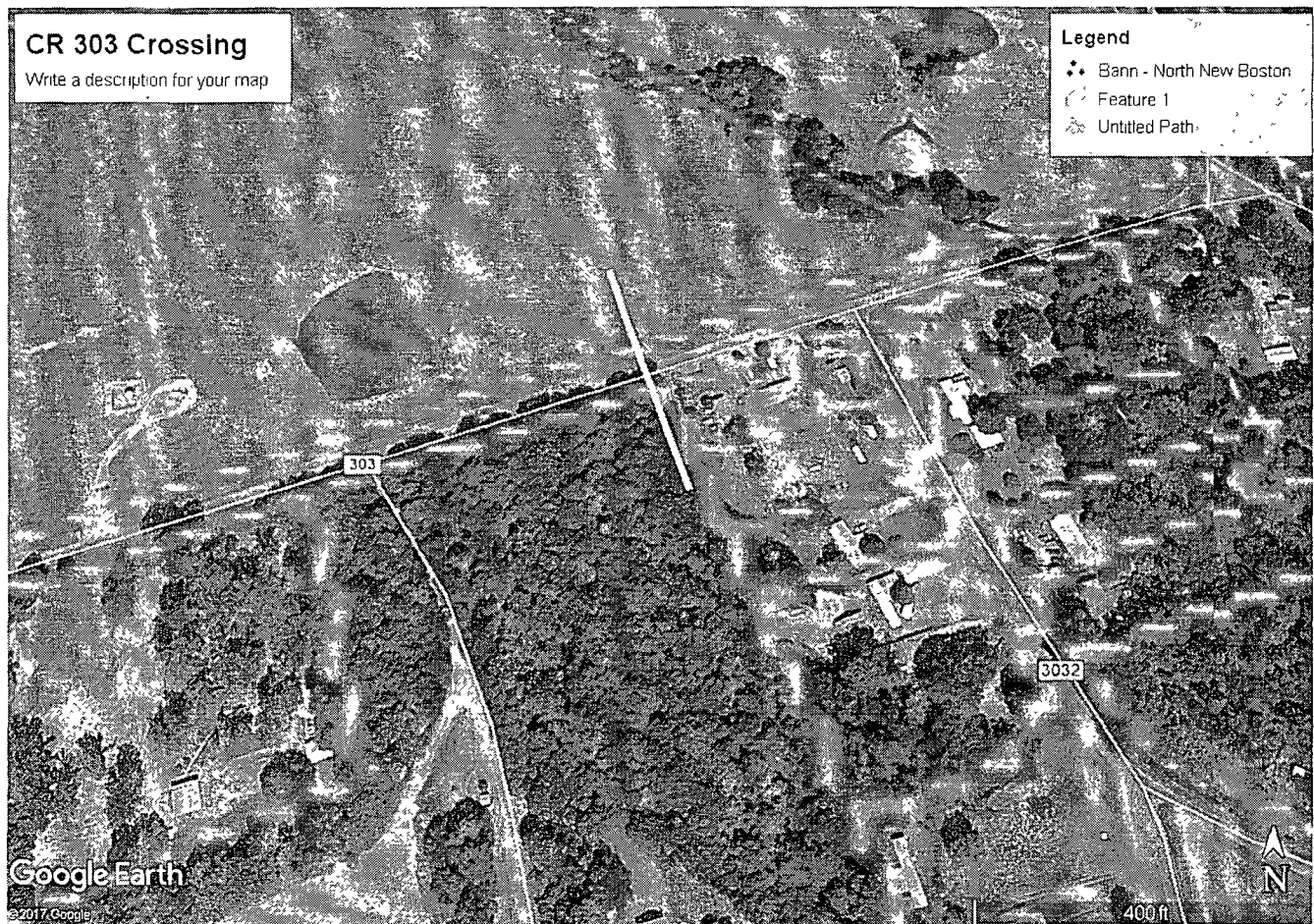
When you send the paperwork back you need to send a map showing the location of where the work is to be done. I receive Google Maps, sometimes I get a hand-drawn map with a red dot showing the location.

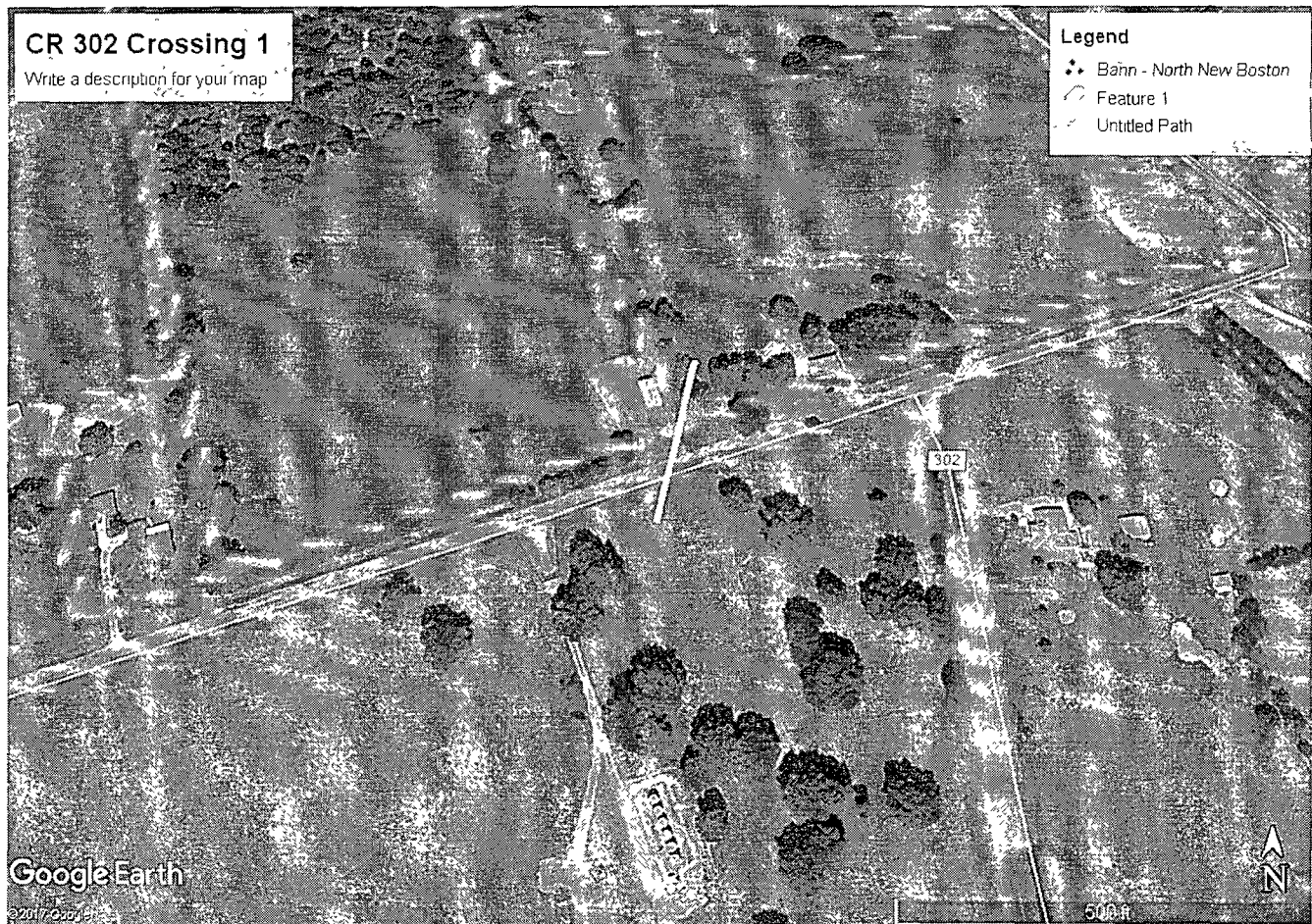
If you have any other questions just call our office.

Thanks,

Vicki Heinkel  
County Judge's Administrative Assistant  
903-693-0391









# 302 & 301 Crossing

a description for your map

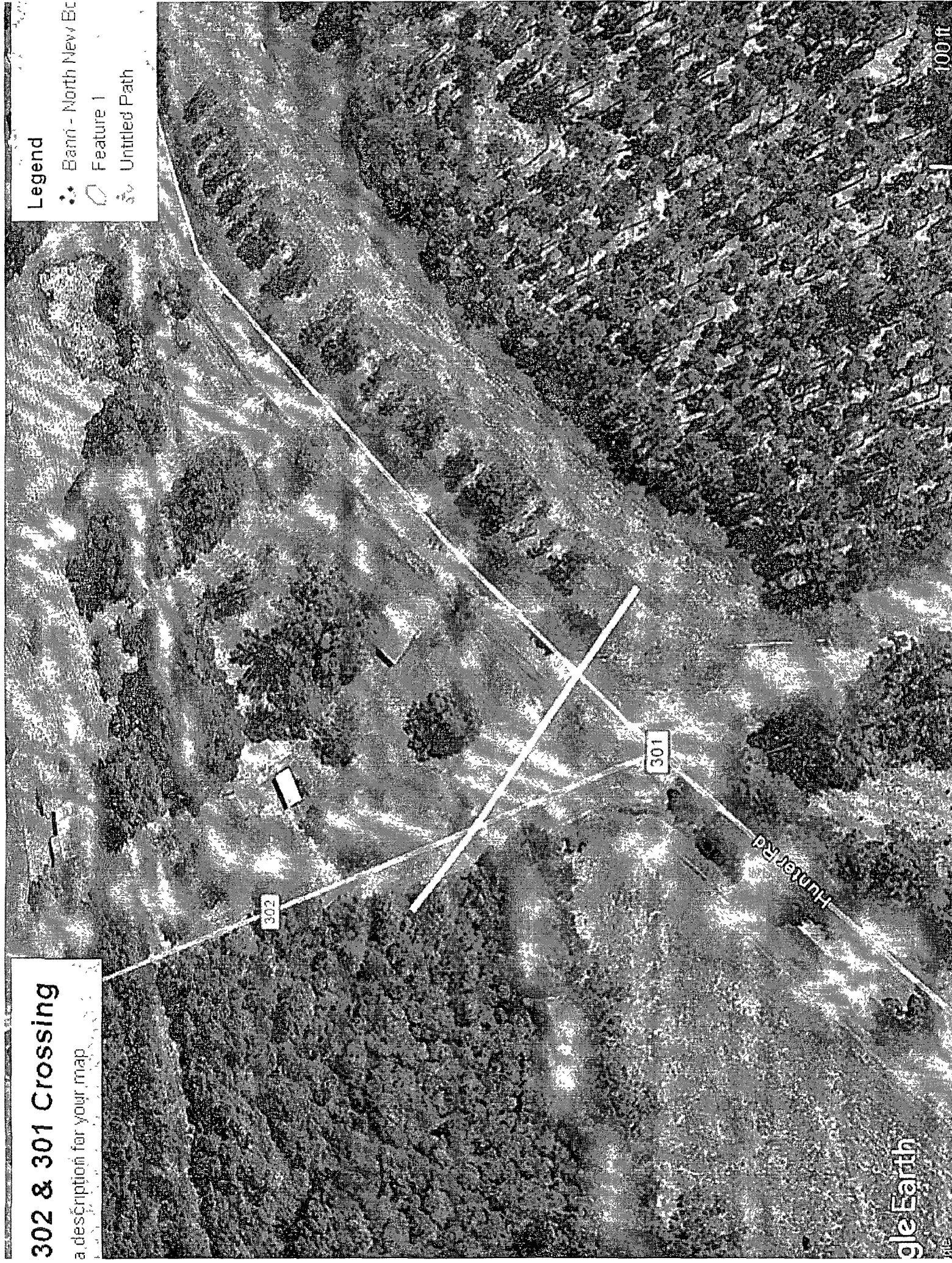
## Legend

- Barré - North New Bc
- Feature 1
- Untitled Path

gle Earth

gle

100 ft





# 303 Crossing

a description for your map

## Legend

- Bann - North New Ec
- Feature 1
- Untitled Path



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:

**1:30 P.M., TUESDAY, DECEMBER 12, 2017**

MARK ENVELOPES

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

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

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

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

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Signature of Bidder

## INSTRUCTIONS/TERMS OF CONTRACT

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

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

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

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

SUBMISSION OF BIDS. Sealed bids shall be submitted to:

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

Not later than **1:30 p.m., Tuesday, December 12, 2017**

Mark Envelopes:

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

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

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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 2018.

**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

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

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

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

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

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

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

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

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

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

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

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Signature of Bidder



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

CERTIFICATE OF INTERESTED PARTIES Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908 All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information.

NO DISCRIMINATION The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS. BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY. THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND

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Signature of Bidder

EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY

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

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

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

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

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

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

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Signature of Bidder



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

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

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

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

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

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

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

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Gov't Code, Chapter 2251. 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.

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Signature of Bidder

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

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

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. 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 or Panola County Commissioner Craig M Lawless at (903) 754-6293.

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Signature of Bidder

## FUEL SPECIFICATIONS

**AVIATION GASOLINE** - 100LL Minimum knock value lean (octane number) 100 minimum.

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

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

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

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 11/28/17. BIDS THAT DO NOT INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

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

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

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

The estimated quantity to be purchased in **2018** 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) \*10,000

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

Bids shall be submitted on the attached bid form.

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

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

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

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

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2018, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at \_\_\_\_\_ cents per gallon over refinery rack price.  
Refinery rack price on 11-28-17 \_\_\_\_\_ cents/gallon.
- b) Additional Freight Charges for Bobtail Load \_\_\_\_\_ cents per gallon.
- c) Jet A at \_\_\_\_\_ cents per gallon over refinery rack price  
Refinery rack price on 11-28-17 \_\_\_\_\_ cents/gallon
- d) Additional Freight Charges for Bobtail Load \_\_\_\_\_ cents per gallon

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

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

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

\_\_\_\_\_  
DATE

**ACCEPTED**

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

\_\_\_\_\_  
DATE

NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

\_\_\_\_\_, being first duly sworn, deposes and says that (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "BIDDER", (2) He is fully informed respecting the preparation and contents submitted \_\_\_\_\_, the BIDDER for certain work in connection with the County of Panola, Texas, (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_, 20\_\_

**CHAPTER 59 ASSET FORFEITURE REPORT  
BY ATTORNEY REPRESENTING THE STATE  
FOR THE  
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY**

**AUGUST 31, 2017**

# ROBINSON & PAYNE, PLLC

CERTIFIED PUBLIC ACCOUNTANTS  
325 WEST SABINE ST, STE 8  
CARTHAGE, TEXAS 75633

MEMBERS OF  
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS  
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONE  
(903) 693-8522

## ACCOUNTANT'S COMPILATION REPORT

Honorable Members  
Of The Commissioners' Court  
Of Panola County, Texas

Management is responsible for the accompanying Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney, for the fiscal year ended August 31, 2017, included in the accompanying prescribed form in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney, included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney included in the accompanying prescribed form.

The Chapter 59 Asset Forfeiture Report by Attorney Representing the State for the Panola County Criminal District Attorney included in the accompanying prescribed form is presented in accordance with the requirements of the Office of the Attorney General – Criminal Prosecutions Division of the State of Texas, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Panola County Criminal District Attorney and the Office of the Attorney General - Criminal Prosecutions Division of the State of Texas and is not intended and should not be used by anyone other than these specified parties.

*Robinson & Payne*

Robinson & Payne, PLLC  
Certified Public Accountants

Carthage, Texas  
October 25, 2017

FY 2017  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY ATTORNEY REPRESENTING THE STATE

Agency 123rd Judicial District, District Attorney, Panola County  
Mailing Address 108 S Sycamore Room 301  
City Carthage  
State TX  
Zip 75633  
Phone Number (903) 693-0310  
Fiscal Beginning Month September  
Fiscal Ending Month August  
Fiscal Year 2017

NOTE PLEASE ROUND ALL FIGURES TO NEAREST WHOLE DOLLAR

I SEIZED FUNDS PURSUANT TO CHAPTER 59

A) Beginning Balance	\$75,767 00
B) Seizures During Reporting Period	
1) Amount seized by employees of your agency	\$0 00
2) Amount seized by other agencies	\$10,653 00
C) Forfeiture Petitions Filed for All Agencies You Represent	\$10,653 00
D) Forfeitures Pending for All Agencies You Represent	\$49,685 00
E) Interest Earned on Seized Funds During Reporting Period	\$323 00
F) Amount Returned to Defendants/Respondents	\$0 00
G) Amount Transferred to Forfeiture Account	\$8,510 00
H) Other Reconciliation Items	\$0 00

Description

I) Ending Balance	\$78,233 00
-------------------	-------------

II FORFEITED FUNDS AND OTHER COURT AWARDS PURSUANT TO CHAPTER 59

A) Beginning Balance	\$20,961 00
B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement	
1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement	\$4,391 00
2) Amount Forfeited and Received by Your Agency	\$4,119 00
3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement	\$8,510 00
C) Interest Earned on Forfeited Funds During Reporting Period	\$106 00
D) Amount Awarded For All Agencies You Represent Pursuant to 59.022	
1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022	\$0 00
2) Amount Awarded and Received by your agency pursuant to 59.022	\$0 00
3) Total Amount Awarded For All Agencies You Represent Pursuant 59.022	\$0 00
E) Amount Awarded For All Agencies You Represent Pursuant to 59.023	



1) Amount Awarded and Transferred for all Agencies You Represent Pursuant to Article 59 023	\$0 00
2) Amount Awarded and Received by Your Agency Pursuant to Article 59 023	\$0 00
3) Total Amount Awarded For All Agencies You Represent Pursuant to 59 023	\$0.00
F) Proceeds Received by Your Agency From Sale of Forfeited Property	\$0 00
G) Amount Returned to Crime Victims	\$0 00
H) Other Reconciliation Items	\$0 00
Description	
I) Total expenditures of Forfeited Funds During Reporting Period	\$1,887 00
J) Ending Balance	\$23,299 00
III OTHER PROPERTY	
A) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers,etc )	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
B) REAL PROPERTY (Count each parcel seized as one item)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
C) COMPUTERS (Include computer and attached system components,such as printers and monitors, as one item)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0
3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0
D) FIREARMS (Include only firearms seized for forfeiture under Chapter 59 Do not include weapons disposed under Chapter 18)	
1) Pending for all agencies at beginning of reporting period	0
2) Seized by your agency during reporting period	0

3) New petitions filed for all agencies during reporting period	0
4) Forfeited to your agency during reporting period	0
5) Put into service by your agency during reporting period	0
6) Pending for all agencies at end of reporting period	0

E) Other Property

Description	Pending for all agencies at beginning of reporting period	Seized by your agency during reporting period	New petitions filed for all agencies during reporting period	Forfeited to your agency during reporting period	Put into service by your agency during reporting period	Pending for all agencies at end of reporting period
	0	0	0	0	0	0

IV FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property	0
C) Computers	0
D) Firearms	0
E) Other	0

V FORFEITED PROPERTY TRANSFERRED OR LOANED TO ANOTHER AGENCY

A) Motor Vehicles:	0
B) Real Property	0
C) Computers	0
D) Firearms	0
E) Other	0

A) SALARIES

1) Increase of Salary,Expense or Allowance for Employees (Salary Supplements)	\$0 00
2) Salary Budgeted Solely From Forfeited Funds	\$0 00
3) Number of Employees Paid Using Forfeiture Funds	0
4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS	\$0.00

B) OVERTIME

1) For Employees Budgeted by Governing Body	\$0 00
2) For Employees Budgeted Solely out of Forfeiture Funds	\$0 00
3) Number of Employees Paid Using Forfeiture Funds	0
4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS	\$0 00

### C) EQUIPMENT

1) Vehicles	\$0 00
2) Computers	\$0 00
3) Firearms, Protective Body Armor, Personal Equipment	\$0 00
4) Furniture	\$0 00
5) Software	\$0 00
6) Maintenance Costs	\$0 00
7) Uniforms	\$0 00
8) K9 Related Costs	\$0 00
9) Visual Aid Equipment for Litigation	\$0.00
10) Other	\$0 00
Description	
11) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS	\$0.00

### D) SUPPLIES

1) Office Supplies	\$856 00
2) Mobile Phone and Data Account Fees	\$1,031.00
3) Internet	\$0 00
4) Other	\$0 00
Description	
5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS	\$1,887 00

### E) Travel

#### 1) In State Travel

a) Transportation	\$0.00
b) Meals & Lodging	\$0 00
c) Mileage	\$0.00
d) Incidental Expenses	\$0 00
e) Total In State Travel	\$0 00

#### 2) Out of State Travel

a) Transportation	\$0 00
b) Meals & Lodging	\$0 00

c) Mileage	\$0 00
d) Incidental Expenses	\$0 00
e) Total Out of State Travel	\$0 00
3) TOTAL TRAVEL PAID OUT OF CHAPTER 59 FUNDS	
Total Travel Paid Out of Chapter 59 Funds	\$0 00
F) TRAINING	
1) Fees (Conferences, Seminars)	\$0 00
2) Materials (Books, CDs, Videos, etc.)	\$0 00
3) Other	\$0 00
Description	
4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS	\$0 00
G) INVESTIGATIVE COSTS	
1) Informant Costs	\$0 00
2) Buy Money	\$0 00
3) Lab Expenses	\$0 00
4) Other	\$0 00
Description	
5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS	\$0 00
H) PREVENTION / TREATMENT PROGRAMS / FINANCIAL ASSISTANCE / DONATIONS	
1) Total Prevention/Treatment Programs (pursuant to 59 06 (d-3(6), (h), (j) )	\$0 00
2) Total Financial Assistance (pursuant to Articles 59 06 (n) and (o) )	\$0 00
3) Total Donations (pursuant to Articles 59 06 (d-2))	\$0 00
4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59 06 (d-3(6)), (h), (j), (n), (o), (d-2))	\$0 00
I) FACILITY COSTS	
1) Building Purchase	\$0 00
2) Lease Payments	\$0 00
3) Remodeling	\$0 00
4) Maintenance Costs	\$0 00

5) Utilities	\$0 00
6) Other	\$0 00
Description	
7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS	\$0.00
J) MISCELLANEOUS FEES	
1) Court Costs	\$0 00
2) Filing Fees	\$0.00
3) Insurance	\$0 00
4) Witness Fees (including travel and security)	\$0.00
5) Audit Costs and Fees (including audit preparation and professional fees)	\$0 00
6) State Bar Dues and Legal Association Dues	\$0 00
7) Legal Library Supplies and Access Fees	\$0 00
8) Other	\$0 00
Description	
9) TOTAL MISCELLANEOUS FEES PAID OUT OF CHAPTER 59 FUNDS	\$0 00
K) PAID TO STATE TREASURY / GENERAL FUND / HEALTH & HUMAN SERVICES COMMISSION	
1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (a)	\$0 00
2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1)	\$0 00
3) Total paid to General Fund pursuant to 59.06 (C-3) (c) (Texas Department of Public safety only)	\$0 00
4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p)	\$0 00
5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS	\$0 00
L) TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT	
TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT	\$0.00
M) TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES	
TOTAL OTHER EXPENSES PAID OUT OF CHAPTER 59 FUNDS WHICH ARE NOT ACCOUNTED FOR IN PREVIOUS CATEGORIES	\$0 00
Description	
N) TOTAL EXPENDITURES	
TOTAL EXPENDITURES	\$1,887.00

# AUDITOR/ TREASURER/ACCOUNTING PROFESSIONAL/PREPARER CERTIFICATION

By pressing "Save" below using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59 06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct

AUDITOR/ TREASURER/ ACCOUNTING PROFESSIONAL/ PREPARER SIGNATURE

Rachael Payne

TITLE

Certified Public Accountant

## HEAD OF AGENCY CERTIFICATION

By pressing "Submit" below using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59 06 of the Code of Criminal Procedure. You further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law

HEAD OF AGENCY SIGNATURE

DANNY BUCK DAVIDSON

TITLE

Panola County Criminal D A.

DATE

10/25/2017

Comments



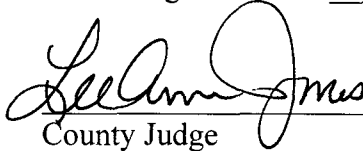
**PANOLA COUNTY 2017 BUDGET AMENDMENT #17**  
**November 14, 2017**

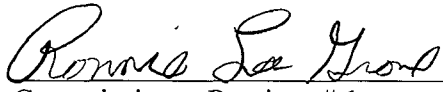
ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
<b>GENERAL FUND</b>			
<b>EXPENDITURES</b>			
<b>COUNTY CLERK</b>			
<u>100-403-54270</u>	CONFERENCES AND DUES	400	
<u>100-403-54990</u>	MISCELLANEOUS	(200)	
<u>100-403-55270</u>	FURNITURE & EQUIPMENT	(200)	
			0
<b>MISCELLANEOUS &amp; NON-DEPARTMENTAL</b>			
<u>100-409-51800</u>	BENEFITS TERMINATION PAY	7,000	
<u>100-409-54080</u>	CONTINGENCY	(32,000)	
<u>100-409-54150</u>	PROFESSIONAL SERVICES	10,000	
			(15,000)
<b>JUSTICE OF THE PEACE PCT. 2 &amp; 3</b>			
<u>100-457-51050</u>	SECRETARIES	(2,500)	
<u>100-457-53100</u>	OFFICE SUPPLIES & REPAIRS	1,500	
<u>100-457-55270</u>	FURNITURE & EQUIPMENT	1,000	
			0
<b>CRIMINAL DISTRICT ATTORNEY</b>			
<u>100-477-54150</u>	PROFESSIONAL SERVICES	(500)	
<u>100-477-55270</u>	FURNITURE & EQUIPMENT	500	
			0
<b>HEALTH &amp; PAUPERS CARE</b>			
<u>100-646-54820</u>	ATTORNEY FEES JUVENILE	5,000	
<u>100-646-54890</u>	ATTORNEY FEES	10,000	
			15,000
<b>AGRICULTURE EXTENSION SERVICE</b>			
<u>100-665-54260</u>	TRAVEL	(650)	
<u>100-665-55270</u>	FURNITURE & EQUIPMENT	650	
			0
<b>GRAND TOTAL GENERAL FUND</b>			<u>0</u>
<b>ROAD &amp; BRIDGE FUND</b>			
<b>EXPENDITURES</b>			
<b>PCT.1</b>			
<u>200-621-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	(12,000)	
<u>200-621-55270</u>	FURNITURE & EQUIPMENT	12,000	
			0
<b>GRAND TOTAL ROAD &amp; BRIDGE FUND</b>			<u>0</u>

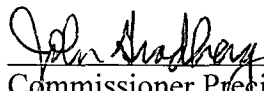
**PANOLA COUNTY**  
**2017**  
**BUDGET AMENDMENT #17**

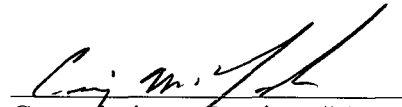
We hereby amend the Panola County Budget for the Fiscal Year 2017 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2017.

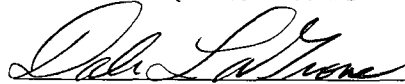
Signed on this 14<sup>th</sup> day of November, 2017.

  
County Judge


  
Commissioner Precinct # 1

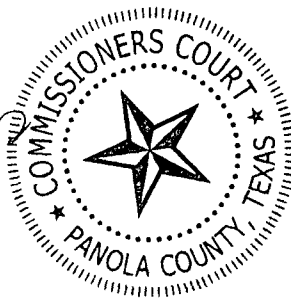
  
Commissioner Precinct # 2

  
Commissioner Precinct # 3

  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 14<sup>th</sup> day of November, 2017 as the same appears on file in the office of the County Clerk of Panola County.

  
County 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:**

**1:30 P.M., TUESDAY, DECEMBER 12, 2017.**

**MARK ENVELOPE**

**“PUG MILLING”**

**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.**

---

**SIGNATURE OF BIDDER**

**PANOLA COUNTY**  
**INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**PUG MILLING**

TO PROVIDE for an annual contract commencing January 1, 2018 and continuing to December 31, 2018.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for 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 1:30 P.M., TUESDAY, DECEMBER 12, 2017.

MARK ENVELOPES:

**“PUG MILLING”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE**  
**BEFORE OPENING DATE AND TIME**

---

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 **January 2, 2018 thru December 31, 2018.**

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

ALTERING 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 the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

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

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 the 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.

IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

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 costs, fee or charge will be paid.

---

Signature of Bidder

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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.

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

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

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

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Signature of Bidder

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

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

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

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

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

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

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

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.

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), for more information

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Signature of Bidder

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin

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

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

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

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

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Signature of Bidder

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

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 that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default

NOTICE Any notice 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 ADMINISTRATOR: Under this contract, 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) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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Signature of Bidder

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Government Code Chapter 2251 Successful bidder is required to pay subcontractors within ten (10) days

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder, the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

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Signature of Bidder



INDEMNITY

THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Kim Goodwin, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

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**Signature of Bidder**

## **PANOLA COUNTY**

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

#### **NOTICE OF INSURANCE SECTION**

PLEASE READ CAREFULLY

**Insurance Requirements:** Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have B+ rating or better.

Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (\$1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/\$500,000 by disease per occurrence/\$500,000 by disease aggregate.

Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

**Panola County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement.** This coverage shall include a Waiver of Subrogation in favor of Panola County, Texas.

Panola County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Panola County, Texas through its County Judge, LeeAnn Jones, 110 S. Sycamore Rm 116A, Carthage, TX 75633, thirty (30) days written notice of same.

## **PUG MILLING**

- 1. Description:** This specification shall govern the processing of RAP and Sand in determined percentages by crushing, screening, sizing and the addition of refined Road Oil to RAP and Sand mixture through pug mill.
- 2. Delivery/PO:** County and vendor decides how many loads of road oil to be processed on any given day and at that time county personnel shall notify Panola County Road and Bridge Warehouse Coordinator to issue PO for delivery of product.
- 3. Materials:** The RAP and sand or other aggregates shall be supplied by the County. Refined Road Oil shall be used for blending with Rap and sand.
  - a. The amount of road oil shall be determined by mix design. The amount of sand shall be determined by mix design, based on the specific end use. For proposalding purposes 3% road oil shall be used.
  - b. RAP shall be screened and/or crushed to 1-inch max size prior to mixing in pug mill with sand and road oil.
  - c. If 100% sand mix is used for Proposalsding purposes use 6.5% road oil
- 4. Equipment:** All equipment for processing materials shall be maintained in good repair and operating conditions.
  - a. A material sizing unit shall include 1 power screen and 1 crusher each separate from the other, for the purpose of blending crushed oversized RAP in proper percentages with screened RAP
  - b. Pug Mill shall be equipped with digital belt scales for continuous weighing of pulverized and sized RAP material, along with sand. The asphalt-metering device shall be capable of automatically adjusting the asphalt flow. Metering device shall deliver amount of road oil to within plus or minus 0.2 percent of the required amount by weight of RAP and sand. Meter shall also display amount of asphalt used at all times. Pug mill shall have minimum rate of 200 tons per hour.
  - c. The road oil will be supplied by Panola County and each ticket shall have proof of tonnage from the supplier. The Pug mill shall have an asphalt meter that records the total gallons and/or tons from each load.
  - d. Pug mill shall have a beltway belt scale system that will record and show the tons of material crossing the belt into pug mixer before road oil is mixed with it. Pug mill shall provide digital proof (picture and/or printed ticket), to Panola County Road and Bridge Department.

5. **Payment:** Payment shall be made by the ton for processed material. The actual quantity of processed material shall be determined by digital proof and the road oil BOL combined.
6. **Cold Feed Bins:** Pug mill shall have 2 cold feed bins. The 1<sup>st</sup> bin used for RAP and the 2<sup>nd</sup> bin used for sand. Conveyors from bins shall deposit RAP and sand at various rates determined by mix design and County. Digital belt scales shall be used by each cold bin to assure proper proportioning of RAP and sand. Digital reading shall be verified on each material prior to mixing. For proposal purposes and 80% RAP and 2% sand mixture shall be maintained during mixing process.
7. Bids should be submitted on the attached bid form.
8. The term of the contract shall be from January 1, 2018 to December 31, 2018.
9. **Price Per Ton:**
  - a. Mixing only sand no screening or crushing of aggregates price will be \$ \_\_\_\_\_ per ton
  - b. If (RAP) is incorporated and Panola County requires the RAP to be screened, the price will be \$ \_\_\_\_\_ per ton.
  - c. If Panola County requires the RAP to be screened and oversize crushed the price will be \$ \_\_\_\_\_ per ton. These prices are based on finished material.
  - d. Each invoice shall identify the location of the work.

All labor, fuel, transportation costs necessary to operate the PUG MILL shall be the responsibility of the BIDDER.

**ALL MATERIALS USED IN THESE PRODUCTS MUST COMPLY WITH STATE & FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS.**

**THE ESTIMATED QUANTITY TO BE PROCESSED IN 2018 WILL BE AT LEAST 2000 TONS. HOWEVER, THE COUNTY WILL NOT BE OBLIGATED TO PURCHASE THE ESTIMATED QUANTITY OR ANY OTHER PARTICULAR QUANTITY DURING THE YEAR**

## EXCEPTIONS TO SPECIFICATIONS

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

4. \_\_\_\_\_

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

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

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY      STATE      ZIP**

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

\_\_\_\_\_  
**DATE**

**ACCEPTED:**

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

\_\_\_\_\_  
**DATE**

**Non-collusion affidavit NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola**

\_\_\_\_\_, being first duly sworn, deposes and says that: (1) He/she is \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted \_\_\_\_\_, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Title)

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20\_\_  
. By: \_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_, 20\_\_

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:

**1:30 P.M. TUESDAY DECEMBER 12, 2017**

MARK ENVELOPE

**“BID, LAW ENFORCEMENT TOWING”**

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, Chief Deputy, at (903) 693-0333.

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SIGNATURE OF BIDDER



## **INSTRUCTIONS/TERMS OF CONTRACT**

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

### **BID, LAW ENFORCEMENT TOWING**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for 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 1:30 P.M., TUESDAY, DECEMBER 12, 2017**

MARK ENVELOPES:

**“BID, LAW ENFORCEMENT TOWING”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

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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 **January 1, 2018 thru December 31, 2018.**

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

**ALTERING 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 the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

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

**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 the 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.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

**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 costs, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The 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.

\_\_\_\_\_  
SIGNATURE OF BIDDER

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

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

**ADDENDA:** Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. 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 representation and 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.

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SIGNATURE OF BIDDER

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

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

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

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

---

SIGNATURE OF BIDDER

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

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

NOTICE: Any notice 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 ADMINISTRATOR: Under this contract, 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) Panola 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 the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

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

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

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SIGNATURE OF BIDDER

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

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

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

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

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

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

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **John DePresca, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**

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SIGNATURE OF BIDDER

## **BID, LAW ENFORCEMENT TOWING**

**PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR TOWING VEHICLES FOR THE PANOLA COUNTY SHERIFF'S OFFICE. THE BIDS SHOULD MEET THE FOLLOWING SPECIFICATIONS:**

Definitions: Law Enforcement Tow—A non-consensual tow requested by a peace officer at a crime scene, arrest, traffic hazard, recovered stolen vehicle or abandoned vehicle, or a disabled law enforcement vehicle. Does NOT include vehicles involved in a traffic collision.

### **SPECIFICATIONS:**

1. All trucks and vehicle storage facility shall be in compliance with rules set by the Texas Department of Licensing and Regulation.
2. Successful bidder shall have at least 2 trucks located in Panola County. One for light/medium duty towing and one for heavy duty towing, must be radio equipped and be available to respond to calls 24 hours a day.
3. Company shall provide no more than 2 telephone numbers to the PCSO and the truck shall be in service and responding within 30 minutes.
4. The business office and storage yard shall be located in Panola County and unless otherwise directed the vehicle shall be brought to the storage yard.
5. The storage yard shall be readily accessible to the public, free of hazards in public access areas, and shall display a sign identifying the facility by name and a 24 hour telephone number.

**QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JOHN DEPRESCA, CHIEF DEPUTY, AT 903-693-0333.**

**SIGNATURE OF BIDDER\_\_\_\_\_**

BID FORM AND CONTRACT

**BID, LAW ENFORCEMENT TOWING**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR  
FURNISHING AND DELIVERING 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 is 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.

Law Enforcement Tows within Panola County

Light \$ \_\_\_\_\_ Medium \$ \_\_\_\_\_ Heavy \$ \_\_\_\_\_

Law Enforcement Tows within 25 miles of Panola County

Light \$ \_\_\_\_\_ Medium \$ \_\_\_\_\_ Heavy \$ \_\_\_\_\_

Storage Fee (after 24 hours) under 25 feet in length \$ \_\_\_\_\_ per day

Storage Fee (after 24 hours) over 25 feet in length \$ \_\_\_\_\_ per day

ANY NOTIFICATION FEES SHOULD NOT BE INCLUDED IN THE BID

LOWEST DOLLAR BID WILL BE CALCULATED AND AWARDED BASED ON  
THE AVERAGE FEE CHARGED FOR TOWING ONLY. STORAGE FEES WILL  
NOT BE INCLUDED IN THE AVERAGE.

SIGNATURE OF BIDDER \_\_\_\_\_



SIGNATURE

COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY                      STATE                      ZIP

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

\_\_\_\_\_  
DATE

ACCEPTED:

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

\_\_\_\_\_  
DATE

# TEXAS DISTRICT COURT ALLIANCE

is pleased to present this

## *Certificate of Completion*

TO

Debra Johnson

District Clerk  
Panola County

FOR SATISFACTORY PARTICIPATION IN THE  
17<sup>TH</sup> ANNUAL TDCA WORKSHOP  
October 17-19, 2017

*Lisa David*

LISA DAVID, PRESIDENT

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME:

Toni Hughes

POSITION:

JP 2

DEPARTMENT:

Justice of the Peace 2-3

DATE:

11/01/17

CONFERENCE:

Stage 1 of 3 for New Judges

LOCATION:

Austin, TX

DATES:

December 10 to December 14

Does the conference meet your educational requirement for the year? no

If not, how much of your requirements will be met by this conference? 1/3

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

none for JP

How many days have you been away from your job this year for conferences, not counting this conference? 5

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

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

to attend and begin the 80 hour  
requirement for new Judges.

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

Toni Hughes

POSITION:

JP 2

DEPARTMENT:

Justice of the Peace 2-3

DATE:

11/01/17

CONFERENCE:

Stage II of 3 for New Judges

LOCATION:

Austin, TX

DATES:

January 7, 2018 to January 11, 2018

Does the conference meet your educational requirement for the year? no

If not, how much of your requirements will be met by this conference? 2/3

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

1/3

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

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

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

to continue the 80 hour required  
School for New Judges

Required to sign up for  
class when register for  
first of three.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME: MARIA HERNANDEZ

POSITION: CRIMINAL CLERK

DEPARTMENT: JUSTICE OF THE PEACE PCT 2 & 3

DATE: NOVEMBER 01, 2017

CONFERENCE: EXPIERENCED COURT PERSONNEL SEMINAR

LOCATION: ROCKWALL, TX

DATES: JULY 11, 2018 – JULY 13, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3 DAY

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

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

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How many days have you been away from your job this year for conferences, not counting this conference? 0

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

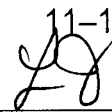
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

NEW LEGAL UPDATES

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME: Lee Ann Jones  
POSITION: County Judge  
DEPARTMENT: County Judge  
DATE: 12-6-17

CONFERENCE: East Texas County Judges & Commissioners  
LOCATION: Nacogdoches, Texas  
DATES: 12-6-17 to 12-6-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

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

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

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

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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME: Ronnie LaGrone  
POSITION: County Commissioner Precinct #1  
DEPARTMENT: Commissioner  
DATE: 12-6-17

CONFERENCE: East Texas County Judges & Commissioners Conf.  
LOCATION: Nacogdoches, Texas  
DATES: 12-6-17 to 12-6-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

How much of your requirements have been met already, not counting this conference? 13 hours

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

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

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

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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME: Craig m. Lawless  
POSITION: County Commissioner Precinct # 3  
DEPARTMENT: Commissioner  
DATE: 12-6-17

CONFERENCE: East Texas County Judges & Commissioners Conf.  
LOCATION: Nacogdoches, Texas  
DATES: 12-6-17 to 12-6-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

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

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

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

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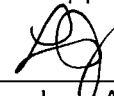
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PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

NAME: Dale LaGrone  
POSITION: County Commissioner Precinct #4  
DEPARTMENT: Commissioner  
DATE: 12-6-17

CONFERENCE: East Texas County Judges & Commissioners Conf.  
LOCATION: Nacogdoches, Texas  
DATES: 12-6-17 to 12-6-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

How much of your requirements have been met already, not counting this conference? 13 hours

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

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

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

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APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Stephen Long

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17 to 11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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

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

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

For Job Position

APPROVED

11-14-2017

Lee Ann Jones,  
County Judge

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

NAME: Nikki Moore  
POSITION: Detention Officer  
DEPARTMENT: Panola County Sheriff Office  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maudie Cobb Center / Longview  
DATES: 11-10-17 to 11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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

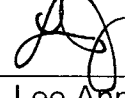
Do you have sufficient funds in your budget for this conference? \_\_\_\_\_

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Sue Smith

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17

to

11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

NONE

Does the conference meet your educational requirements for the year?

NO

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

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

NONE

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

yes

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

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

For Job Position

APPROVED

11-14-2017

*AJ*

Lee Ann Jones,  
County Judge

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

NAME:

Gary Beatriz

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17 to 11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

How many days have you been away from your job this year for conferences, not counting this conference? 12

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

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

For Job Position

APPROVED

11-14-2017

*LA*

Lee Ann Jones,  
County Judge

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

NAME:

Stephen Gillie

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17

to

11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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


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

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Dennis Smith

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-10-17

to

11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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

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

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

For Job Position

APPROVED

11-14-2017

*Laj*

Lee Ann Jones,  
County Judge

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

NAME:

Colby Baker

POSITION:

~~Detention~~ Detention Officer

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17

to

11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

YES

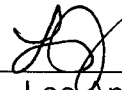
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

For Job Position



APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: Kans Mullins  
POSITION: Detention Officer  
DEPARTMENT: Panola County Sheriff  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maude Cobb Center / Longview  
DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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

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

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

For Job Position  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Terin Ratcliff

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

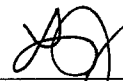
YES

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: Amber Gage  
POSITION: Detention Officer  
DEPARTMENT: Panola County Sheriff  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maude Cobb Center / Longview  
DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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


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

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Karen Naylor

POSITION:

Detention Officer

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

YES

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: Colton McNair  
POSITION: Detention Officer  
DEPARTMENT: Panola County Sheriff  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maude Cobb Center / Longview  
DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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

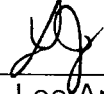
Do you have sufficient funds in your budget for this conference? YES

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

For Job Position  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: Matthew Mitchell  
POSITION: Detention Officer  
DEPARTMENT: Panola County Sheriff  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maude Cobb Center / Longview  
DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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

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

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

For Job Position  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED

11-14-2017

*[Signature]*

Lee Ann Jones,  
County Judge

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

NAME:

Bonnie Endsley

POSITION:

Detention Deputy

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17

to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

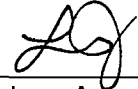
yes

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Christina Lyles

POSITION:

Detention Deputy

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17

to

11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

How many days have you been away from your job this year for conferences, not counting this conference? 12

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

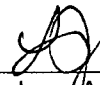
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

For Job Position



APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

DAVID FITTS

POSITION:

Detention Deputy

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

yes

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

For Job Position

APPROVED

11-14-2017

*LG*

Lee Ann Jones,  
County Judge

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

NAME:

Asley Esquivel

POSITION:

Detention Deputy

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17

to

11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

yes

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Jared Bailey

POSITION:

Detention Deputy

DEPARTMENT:

Panola County Sheriff Office

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maudie Cobb Center / Longview

DATES:

11-10-17 to 11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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

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

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

For Job Position

APPROVED

11-14-2017

*[Signature]*

Lee Ann Jones,  
County Judge

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

NAME: Jacob Samford

POSITION: CPL Detention Deputy

DEPARTMENT: Panola County Sheriff

DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail

LOCATION: Maude Cobb Center / Longview

DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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

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

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

For Job Position

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: CPL Matthew Pierce  
POSITION: Detention Deputy  
DEPARTMENT: Panola County Sheriff Office  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maudie Cobb Center / Longview  
DATES: 11-10-17 to 11-10-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: NONE

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

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

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

NONE

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

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

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

For Job Position

APPROVED

11-14-2017

*AJ*

Lee Ann Jones,  
County Judge

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

NAME:

Shelly Avery

POSITION:

CPL Detention Deputy

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17

to

11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

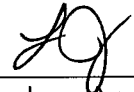
yes

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME: Sgt Garrett Wallace  
POSITION: Sweat Deputy  
DEPARTMENT: Panola County Sheriff  
DATE: 11-6-17

CONFERENCE: De-Escalation in the Jail  
LOCATION: Maude Cobb Center / Longview  
DATES: 11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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


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

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

For Job Position

APPROVED

11-14-2017



Lee Ann Jones,  
County Judge

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

NAME:

Tina McMullen

POSITION:

Jail Administrator

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17 to 11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

yes

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

For Job Position



APPROVED

11-14-2017

*AG*

Lee Ann Jones,  
County Judge

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

NAME:

Tabitha Martinez

POSITION:

Assistant Jail Administrator

DEPARTMENT:

Panola County Sheriff

DATE:

11-6-17

CONFERENCE:

De-Escalation in the Jail

LOCATION:

Maude Cobb Center / Longview

DATES:

11-9-17

to

11-9-17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

0

Does the conference meet your educational requirements for the year?

NO

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

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

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

NONE

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

yes

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

For Job Position