PANOLA COUNTY SHERIFF'S OFFICE

Office: 903.693.0333 Fax: 903.693.9366



314 W. Wellington Carthage, Texas 75633

Sheriff Kevin Lake

January 2, 2018

The Honorable LeeAnn Jones Panola County Judge 110 S. Sycamore Carthage, Texas 75633

Dear Judge Jones,

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

Please record the resignation of Amber Gage as a Detention Officer for the Panola County Sheriff's Office effective January 2, 2018.

Sincerely,

Kevin Lake Sheriff

KL/lw

CC: Sidney Burns

Joni Reed

NOTICE OF PROPOSED INSTALLATION PIPELINE AND/OR UTILITY LINES

TO: THE <u>PANOLA</u> COUNTY COMMISSIONER'S COURT c/o

; ;

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS Formal notice is hereby given that:
(COMPANY NAME) Proposes to place a
12" Frac Water line within the Right-of-Way (PIPE SIZE)
of County Road: 391, 399, 47। as follows: (NUMBER OF ROAD)
The proposed pipeline will cross under the indicated roads on the attached sheet. Installation shall be made by bering a total length 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
FIRM: Petro Ouest Energy C.L.C. BY: Taylor Harris TITLE: Landman ADDRESS: 1003 Tomahawa Cartlage, TX 75433 PHONE: (903) 754-4799
Dale LaGrone & Craig Lawless granted Verbal Permission on 12/15/2017

APPROVAL

January 9, 2018

TO: PetroQuest Energy, LLC Attn: Taylor Harris 1003 Tomahawk Carthage, TX. 75633

RE: CR #321, #322, & #471

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 12" line within the right-of-way of County Roads #321, #322, and #471 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

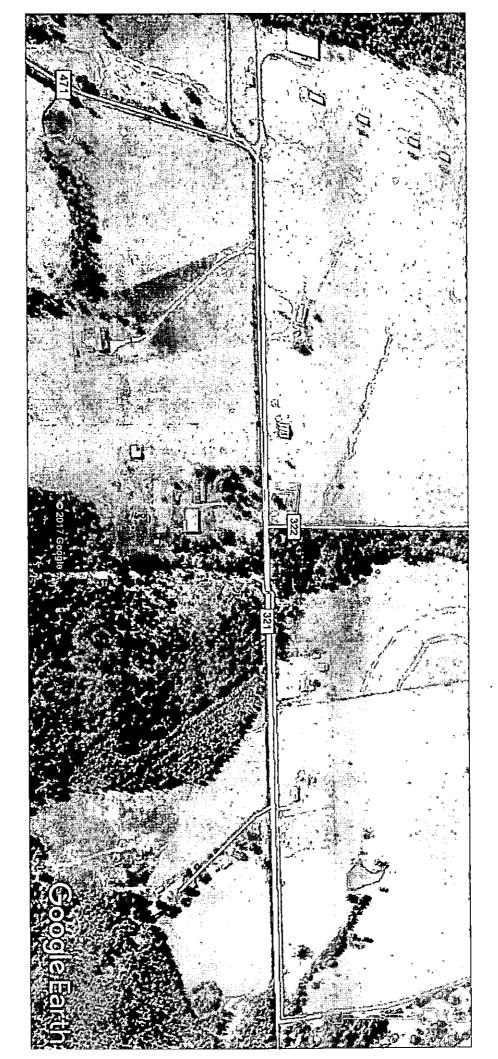
COMMISSIONERS:

Precinct #1 Ronnie LaGrone

Precinct #2 John Gradberg

Precinct #3 Craig M. Lawless

Precinct #4 Dale LaGrone





https://cira.mymailsrvr.com/versions/webmail/12.9.10-RC/popup.php?wsid=ed3f90ebb84...~~12/27/2017

KATIE NIELSEN Assistant District Attorney

KEVIN JONES Criminal Investigator



123rd JUDICIAL DISTRICT PANOLA COUNTY, TEXAS

COUNTY COURT AT LAW PANOLA COUNTY, TEXAS

December 14, 2017

County Judge LeeAnn Jones Panola County Courthouse Carthage, Texas 75633

RE: Criminal Docket 12/15/2017

Dear Judge Jones:

As you are aware my office is short one prosecutor and we have a court docket call Friday afternnon and all prosecutors will be out of the office.

Therefore, I have employed Craig Fletcher, Attorney at Law who is presently acting as a special felony prosecutor in the criminal cases against Timmy Brown to stand in for the State at the District Court docket call on December 15, 2017 at 1:30 pm and make announcements on cases and handle any other business that may come at the docket call on behalf of the State.

Thank you,

Danny Buck Davidson

Panola County Dist St Clerk County Clerk Professional Liability

			, , ,
018-2019		1,250.00	650.00
2		\$	\$
2017-2018 2018-2019		\$ 1,250.00	\$ 650.00
2016-2017		\$ 2,342.00	650.00 \$ 650.00 \$ 650.00
014-2015 2015-2016 2016-2017		1,374.00 \$ 2,031.00 \$ 2,342.00 \$ 1,250.00 \$ 1,250.00	\$ 650.00
2014-2015			\$ 650.00 \$
2013-2014		\$ 1,461.00 \$	\$ 650.00 \$
	-	County Clerk	District Clerk



AmWINS Brokerage of Texas, Inc. 5910 North Central Expressway Suite 500 Dallas, TX 75206

www.amwins.com

License No.: 1338460

December 13, 2017

Carrie Thomas
The Patterson Agency
101 West Sabine
Carthage, TX 75633

RE.

Debra Johnson dba Panola County District Clerk

E&O - Miscellaneous Quotation

E&O - MISCELLANEOUS QUOTATION

Dear Carrie:

Please find attached the E&O - Miscellaneous Quotation for Debra Johnson dba Panola County District Clerk. Here is a summary of the terms and conditions:

APPLICANT:

Debra Johnson dba Panola County District Clerk

MAILING ADDRESS:

110 S Sycamore St Room 227

Carthage, TX 75633

CARRIER:

Markel Insurance Company

PROPOSED POLICY PERIOD: From 1/14/2018 to 1/14/2019

T---- 4/4 4/0040 t- 4/4 4/0040

12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:

\$1,250.00

Premium

\$1,250.00

Total

SUBJECTIVITIES:

N/A

The attached Quotation from the carrier sets out the precise coverage terms and conditions being proposed. Please review this information carefully as the terms being offered may differ from the specifics you requested in your submission.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.



Charles Sharp III

Senior Associate Broker | AmWINS Brokerage of Texas, Inc.
T 214.561.7013 | F 214.528.9101 | charles.sharp@amwins.com
5910 North Central Expressway | Suite 500 | Dallas, TX 75206 | amwins.com

On behalf of,

Craig Dunn

Executive Vice President | AmWINS Brokerage of Texas, Inc.
T 214.561.6872 | M 214.289.2311 | craig.dunn@amwins.com
5910 North Central Expressway | Suite 500 | Dallas, TX 75206 | amwins.com

In California: AmWINS Brokerage of Texas Insurance Services | License No.: 0F41749

An AmWINS Group Company

AMWINS BROKERAGE 5910 N Central Expressway Ste. 500

Dallas, TX 75206 Phone: (214) 561-7013 / Fax: (214) 528-9101

December 13, 2017

RE: DEBRA JOHNSON DBA: PANOLA COUNTY DISTRICT CLERK

Risk ID: 3341815

Renewal of Policy No.: MG847352

We are pleased to offer the following terms for the captioned, which are valid for sixty (60) days, or if this is the issuing ' company's renewal, the policy expiration date:

Proposed Named Insured: DEBRA JOHNSON DBA: PANOLA COUNTY DISTRICT CLERK

Issuing Company: MARKEL INSURANCE COMPANY, a Admitted company

Designed Protection® - a Protection and Prevention Program of Insurance

Policy Form: MST 0001 03 08 - Service and Technical Professions Professional Liability Insurance Policy (claims

made and reported form)

Note: This policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement.

Policy Limits Deductible Annual Min & Retroactive Each Claim Each Claim Aggregate Deposit Premium Date \$500,000 \$500,000 \$2,500 \$1,250 January 14, 2003

Rate: Flat

Professional Services: Panola County District Clerk includes indexing and securing all court records, collecting filing fees and handles fund held in litigation

Bilateral Extended Reporting Period: 100% for 12 months; 150% for 24 months; or 200% for 36 months

Endorsements: MEIL 5409 09 10 Nuclear Energy Liability Exclusion Endorsement (Broad Form)

> MEIL 5200-10% 07 04 Minimum Earned Premium Endorsement

MPIL 1009-TX 01 16 Texas Important Notice

MST 1418-TX 02 11 Texas Amendatory Endorsement

TX STP Loss Cntrl

Texas Service and Technical Professionals Loss Control Policyholder Notice

The policy form noted above contains an exclusion for bodily injury or property damage. If not already included, an endorsement modifying this provision may be available for an additional premium.

December 13, 2017 Page 2

Risk ld: 3341815

Terms are subject to receipt, review and acceptance of the following, by an underwriter of MARKEL INSURANCE COMPANY, PRIOR TO BINDING COVERAGE:

ready to bind

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.

& technical

Designed Protection® for Service & Technical Professionals

A Leading Edge Prevention and Protection Program of Insurance

Offered by underwriting managers for Markel affiliated insurers including Markel American Insurance Company and Markel Insurance Company

Coverage Highlights:

- Claims made and reported basis.
- Coverage afforded on a pay on behalf basis with the insurer having the duty to defend.
- Coverage applies to claims arising from acts, errors, omissions or personal injuries in the performance of professional services.
- Coverage includes a provision to trigger coverage for an incident likely to result in a claim when reported in accordance with the Discovery Clause.
- 1, 2 and 3-year bilateral extended reporting period options.
- Disciplinary proceedings coverage up to \$25,000 maximum.
- Customized coverage options include:*
 - Claim Expenses in Addition to Limits endorsement
 - Deductible Credits Endorsement deductible credits for early claim settlement
 - Loss of Earnings and Expense Reimbursement endorsement
 - Independent Contractor Endorsement Blanket
 - Third Party Discrimination Endorsement
 - Amendment of Insured Endorsement automatic subsidiary and spousal coverage extension
 - Amendment of Definitions C. Endorsement modification of definition of damages to include punitive or exemplary damages where insurable
 - * availability varies by state

Coverage is subject to conditions and exclusions described in the policy. For complete terms and conditions, refer to the policy itself.



& technical professional

Risk Management Resources available to policyholders via the Internet

- Designed Protection® Risk Management Telephone Hotline for Professional Service Providers
 Confidential telephone hotline staffed by a panel of risk management experts that are available to answer general risk management questions.
- Designed Protection® for Professional Services Firms <u>Leading Edge Strategies for Effective Risk Management</u>
 This Guide provides information about principles of effective risk management including client satisfaction, billing practices and prompt and effective action in the event of an error or omission.
- Top 10 Tips for Professional Services Providers
 A concise, bullet point summary of 10 liability risk avoidance strategies.
- Additional risk management tools available on our website. New tools are added regularly.

Compelling Reasons to Choose Us for Specialty and Niche Insurance Coverage

- Experience & Reputation Our product line leadership has been providing top quality insurance solutions for the specialty needs of niche markets for over 35 years. We are a member company of Markel Corporation, which has been serving the specialty and surplus lines insurance industry for over 75 years.
- Financial Stability All of our affiliated carriers, as part of Markel Corporation's North America operations, are rated "A" (Excellent) by A.M. Best and "A" (High) by Fitch/Duff & Phelps.
- Claim Response & Resolution For over 30 years, our Claim Department has enjoyed a reputation for expertise, responsiveness and professionalism. Our dedicated claims staff, many of whom are attorneys, are unique in the industry for their years of experience.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

- 1. This policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, tô bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured or (b) has been discharged of dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - the bodily injury of property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions of Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

MEIL 5409 09 10 Page 1 of 2

2. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared of used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.



SPEGIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 10%.



MARKEL INSURANCE COMPANY TEXAS IMPORTANT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MARKEL INSURANCE COMPANY's toll-free telephone number for information or to make a complaint at:

1-800-507-7626

You may write to MARKEL INSURANCE COMPANY

Markel Legal Department Ten Parkway North Deerfield, Illinois 60015

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of insurance P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MARKEL INSURANCE COMPANY's para información o para presentar una queja al:

1-800-507-7626

Usted también puede escribir a MARKEL INSURANCE COMPANY:

Markel Legal Department Ten Parkway North Deerfield, Illinois 60015

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

Departamento de Seguros de Texas P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007

Sitio web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUOROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

MPIL 1009-TX 01 16 Page 1 of 1





THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SERVICE AND TECHNICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section Defense, Settlements and Claim Expenses B., Consent to Settlement, is amended by the addition of the following:

The Company shall provide written notice to the Named Insured of an initial offer to settle or compromise a Claim against any Insured, not less than ten (10) days after the date on which the offer to settle or compromise is made, unless the Named Insured advised the Company of such initial offer to settle or compromise the Claim. The Company shall also provide written notice to the Named Insured of the settlement of a Claim against an Insured, not less than thirty (30) days after the settlement.

- Section Claims D., False or Fraudulent Claims, is deleted and replaced with the following:
 - D. False or Fraudulent Claims: If any Insured shall commit fraud in proffering any Claim, no coverage shall be afforded under this insurance to such Insured from the date such fraudulent Claim is proffered.
- 3. Section Other Conditions A., Cancellation, is deleted and replaced with the following:
 - A. Cancellation and Nonrenewal: This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in Item 12, of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Named Insured, at the address stated in Item 2. of the Declarations, written notice stating when such cancellation shall be effective and the reason for cancellation. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured, the Company or its underwriting manager shall be equivalent to mailing. If cancelled by the Company or its underwriting manager, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

If this policy has been in effect for sixty (60) days or less and is not a renewal of a policy issued by the Company, it may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

MST 1418-TX 02 11 Page 1 of 2

If this policy has been in effect for more than sixty (60) days or is a renewal of a policy issued by the Company, it may be cancelled by the Company or by its underwriting manager, on behalf of the Company, for the following reasons:

- 1. Fraud in obtaining coverage;
- 2. Failure to pay premiums when due;
- 3. An increase in hazard within the control of the Insured that would produce an increase in rate;
- 4. Loss of the Company's reinsurance covering all or part of the risk covered by the policy; or
- 5. The Company is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver.

Written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective is required for the reasons listed in subparagraphs 1. through 5. above. The Company shall not cancel this policy based solely on the fact that the Insured is an elected official.

This policy may be nonrenewed by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Named Insured, at the address stated in Item 2. of the Declarations, written notice stating the reason for such nonrenewal at least sixty (60) days before the end of the Policy Period, provided, however, under the provisions of the Texas Insurance Code, the Company or its underwriting manager, on behalf of the Company, may not nonrenew this policy solely because the policyholder is an elected official. If notice of nonrenewal is mailed or delivered less than sixty (60) days before the end of the Policy Period, the Company will extend the Policy Period until the 61st day after the date such notice of nonrenewal is mailed. The additional premium for the extension of the Policy Period shall be pro rata of the annual policy premium for this policy.

The transfer of a policyholder between admitted companies within the same insurance group is not considered a nonrenewal.

4. Section Other Conditions B., Representations, 2. is amended by the deletion of the words "that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy".

All other provisions of the policy shall remain unchanged.

MST 1418-TX 02 11 Page 2 of 2



TEXAS PROFESSIONALS LOSS CONTROL POLICYHOLDER NOTICE

Date: December 13, 2017

To: Policyholder: DEBRA JOHNSON DBA: PANOLA COUNTY DISTRICT CLERK

Re: Loss Control Consultation Services

Policy No.:

Insurer: MARKEL INSURANCE COMPANY

Markel's insurance program consists of more than just a policy. It is services, resources and relationships that involve a team of professionals servicing your account.

The following are just some of the services and resources available to you with this policy:

- Access to our telephone Hotlines staffed by experienced Professional Service Provider Professional Liability attorneys who are available to answer general risk-managementrelated questions.
- Insurance coverage presentations by your insurance intermediary.
- A Discovery Clause which provides for reporting of Wrongful Acts which may result in a Claim, which are reviewed by in-house claims associates.
- Leading Edge Guide to Risk Management Strategies for Providers of Professional Services;
 and Top 10 Tips for Avoiding Liability for Professional Service Providers.
- Articles and notes on risk management for Professional Service Providers.
- Professional Service Provider Liability Risk Self Audit Form, available online.

We encourage you to take advantage of these very valuable services available to Markel policyholders on a complimentary basis. We expect to be an important part of your loss control program in the coming years.

Sincerely, Kathy Cook, Underwriting Manager

Phone: (469) 241-3411



AmWINS Brokerage of Texas, Inc. 5910 North Central Expressway Suite 500 Dallas, TX 75206

www.amwins.com

License No.: 1338460

November 27, 2017

Carrie Thomas The Patterson Agency 101 West Sabine Carthage, TX 75633

Bobbie Davis dba Panola County Clerk

E&O - Miscellaneous Quotation

E&O - MISCELLANEOUS QUOTATION

Dear Carrie:

Please find attached the E&O - Miscellaneous Quotation for Bobbie Davis dba Panola County Clerk. Here is a summary of the terms and conditions:

APPLICANT:

Bobbie Davis dba Panola County Clerk

MAILING ADDRESS:

110 S Sycamore Street Room 201

Carthage, TX 75633

CARRIER:

Markel Insurance Company

PROPOSED POLICY PERIOD: From 1/14/2018 to 1/14/2019

12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:

\$650.00 \$650.00 Premium

Total

SUBJECTIVITIES:

N/A

The attached Quotation from the carrier sets out the precise coverage terms and conditions being proposed. Please review this information carefully as the terms being offered may differ from the specifics you requested in your submission.

Please note this Quotation is valid until 01/14/2018. If after reviewing you have any questions or requested changes, feel free to contact me.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Karen White

Senior Technical Assistant | AmWINS Brokerage of Texas, Inc. T 214.561.6882 | F 214.528.9101 | karen.white@amwins.com 5910 North Central Expressway | Suite 500 | Dallas, TX 75206 | amwins.com

On behalf of,

Craig Dunn

Executive Vice President | AmWINS Brokerage of Texas, Inc.
T 214.561.6872 | M 214.289.2311 | craig.dunn@amwins.com
5910 North Central Expressway | Suite 500 | Dallas, TX 75206 | amwins.com

In California: AmWINS Brokerage of Texas Insurance Services | License No.: 0F41749

An AmWINS Group Company

RE: BOBBIE DAVIS DBA PANOLA COUNTY CLERK

Risk ID: 3341071

Renewal of Policy No.: MG847351

We are pleased to offer the following terms for the captioned, which are valid for sixty (60) days, or if this is the issuing company's renewal, the policy expiration date:

Proposed Named Insured: BOBBIE DAVIS DBA PANOLA COUNTY CLERK

Issuing Company: MARKEL INSURANCE COMPANY, a Admitted company

Designed Protection® - a Protection and Prevention Program of Insurance

Policy Form: MST 0001 03 08 - Service and Technical Professions Professional Liability Insurance Policy (claims

made and reported form)

Note: This policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement.

Policy LimitsDeductibleAnnual Min & RetroactiveEach ClaimAggregateEach ClaimDeposit PremiumDate\$500,000\$500,000\$2,500\$650January 14, 2003

Rate: Flat

Professional Services: Court Clerk

Bilateral Extended Reporting Period: 100% for 12 months; 150% for 24 months; or 200% for 36 months

Endorsements: MEIL 5409 09 10 Nuclear Energy Liability Exclusion Endorsement (Broad Form)

MEIL 5200-10% 07 04 Minimum Earned Premium Endorsement

MPIL 1009-TX 01 16 Texas Important Notice

MST 1418-TX 02 11 Texas Amendatory Endorsement

TX STP Loss Cntrl Texas Service and Technical Professionals Loss Control Policyholder

Notice

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Page 2

Risk Id: 3341071

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ready to bind

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.

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A Leading Edge Prevention and Protection Program of Insurance

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- Claims made and reported basis.
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- Coverage includes a provision to trigger coverage for an incident likely to result in a claim when reported in accordance with the Discovery Clause.
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 - Loss of Earnings and Expense Reimbursement endorsement
 - Independent Contractor Endorsement Blanket
 - Third Party Discrimination Endorsement
 - Amendment of Insured Endorsement automatic subsidiary and spousal coverage extension
 - Amendment of Definitions C. Endorsement modification of definition of damages to include punitive or exemplary damages where insurable
 - * availability varies by state

Coverage is subject to conditions and exclusions described in the policy. For complete terms and conditions, refer to the policy itself.



& technical professional

Risk Management Resources available to policyholders via the Internet

- Designed Protection® Risk Management Telephone Hotline for Professional Service Providers
 Confidential telephone hotline staffed by a panel of risk management experts that are available to answer general risk management questions.
- Designed Protection® for Professional Services Firms <u>Leading Edge Strategies for Effective Risk Management</u>
 This Guide provides information about principles of effective risk management including client satisfaction, billing practices and prompt and effective action in the event of an error or omission.
- Top 10 Tips for Professional Services Providers
 A concise, bullet point summary of 10 liability risk avoidance strategies.
- Additional risk management tools available on our website. New tools are added regularly.

Compelling Reasons to Choose Us for Specialty and Niche Insurance Coverage

- Experience & Reputation Our product line leadership has been providing top quality insurance solutions for the specialty needs of niche markets for over 35 years. We are a member company of Markel Corporation, which has been serving the specialty and surplus lines insurance industry for over 75 years.
- Financial Stability All of our affiliated carriers, as part of Markel Corporation's North America operations, are rated "A" (Excellent) by A.M. Best and "A" (High) by Fitch/Duff & Phelps.
- Claim Response & Resolution For over 30 years, our Claim Department has enjoyed a reputation for expertise, responsiveness and professionalism. Our dedicated claims staff, many of whom are attorneys, are unique in the industry for their years of experience.





THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

- 1. This policy does not apply:
 - A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments Coverage, or any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - C. Under any Liability Coverage, tô bodil injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported of disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

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2. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nucléar fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

All other terms and conditions remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

In the event that this policy is cancelled by the Named Insured who is authorized to act on behalf of all insureds, the policy premium is subject to a minimum earned premium of 10%.



TEXAS IMPORTANT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MARKEL INSURANCE COMPANY's toll-free telephone number for information or to make a complaint at:

1-800-507-7626

You may write to MARKEL INSURANCE COMPANY at:

Markel Legal Department Ten Parkway North Deerfield, Illinois 60015

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de MARKEL INSURANCE COMPANY's para información o para presentar una queja al:

1-800-507-7626

Usted también puede escribir a MARKEL INSURANCE COMPANY:

Markel Legal Department Ten Parkway North Deerfield, Illinois 60015

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

Departamento de Seguros de Texas P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 490-1007

Sitio web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUOROS O RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

MPIL 1009-TX 01 16 Page 1 of 1



SPEGIMEN

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SERVICE AND TECHNICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is hereby understood and agreed that the policy is amended as follows:

1. Section Defense, Settlements and Claim Expenses B., Consent to Settlement, is amended by the addition of the following:

The Company shall provide written notice to the Named Insured of an initial offer to settle or compromise a Claim against any Insured, not less than ten (10) days after the date on which the offer to settle or compromise is made, unless the Named Insured advised the Company of such initial offer to settle or compromise the Claim. The Company shall also provide written notice to the Named Insured of the settlement of a Claim against an Insured, not less than thirty (30) days after the settlement.

- Section Claims D., False or Fraudulent Claims, is deleted and replaced with the following:
 - D. False or Fraudulent Claims: If any Insured shall commit fraud in proffering any Claim, no coverage shall be afforded under this insurance to such Insured from the date such fraudulent Claim is proffered.
- 3. Section Other Conditions A., Cancellation, is deleted and replaced with the following:
 - A. Cancellation and Nonrenewal: This policy may be cancelled by the Named Insured on behalf of all Insureds by mailing to the Company written notice as stated in Item 12. of the Declarations stating when thereafter such cancellation shall be effective. If cancelled by the Named Insured, the earned premium shall be computed at the customary short rate. Payment or tender of unearned premium shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

This policy may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Named Insured, at the address stated in Item 2. of the Declarations, written notice stating when such cancellation shall be effective and the reason for cancellation. The mailing of notice as aforementioned shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. Such notice shall be conclusive on all Insureds. Delivery of such written notice by the Named Insured, the Company or its underwriting manager shall be equivalent to mailing. If cancelled by the Company or its underwriting manager, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

If this policy has been in effect for sixty (60) days or less and is not a renewal of a policy issued by the Company, it may be cancelled by the Company or by its underwriting manager, on behalf of the Company, by mailing written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

MST 1418-TX 02 11 Page 1 of 2

If this policy has been in effect for more than sixty (60) days or is a renewal of a policy issued by the Company, it may be cancelled by the Company or by its underwriting manager, on behalf of the Company, for the following reasons:

- Fraud in obtaining coverage;
- 2. Failure to pay premiums when due;
- 3. An increase in hazard within the control of the Insured that would produce an increase in rate;
- 4. Loss of the Company's reinsurance covering all or part of the risk covered by the policy; or
- 5. The Company is placed in supervision, conservatorship, or receivership and the cancellation is approved or directed by the supervisor, conservator, or receiver.

Written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective is required for the reasons listed in subparagraphs 1. through 5. above. The Company shall not cancel this policy based solely on the fact that the Insured is an elected official.

This policy may be nonrenewed by the Company or by its underwriting manager, on behalf of the Company, by mailing to the Named Insured, at the address stated in Item 2. of the Declarations, written notice stating the reason for such nonrenewal at least sixty (60) days before the end of the Policy Period, provided, however, under the provisions of the Texas Insurance Code, the Company or its underwriting manager, on behalf of the Company, may not nonrenew this policy solely because the policyholder is an elected official. If notice of nonrenewal is mailed or delivered less than sixty (60) days before the end of the Policy Period, the Company will extend the Policy Period until the 61st day after the date such notice of nonrenewal is mailed. The additional premium for the extension of the Policy Period shall be pro rata of the annual policy premium for this policy.

The transfer of a policyholder between admitted companies within the same insurance group is not considered a nonrenewal.

4. Section Other Conditions B., Representations, 2. is amended by the deletion of the words "that they shall be deemed material to the acceptance of the risk or hazard assumed by the Company under this policy".

MST 1418-TX 02 11 Page 2 of 2

All other provisions of the policy shall remain unchanged.



TEXAS PROFESSIONALS LOSS CONTROL POLICYHOLDER NOTICE

Date: November 27, 2017

To: Policyholder: BOBBIE DAVIS DBA PANOLA COUNTY CLERK

Re: Loss Control Consultation Services

Policy No.:

Insurer: MARKEL INSURANCE COMPANY

Markel's insurance program consists of more than just a policy. It is services, resources and relationships that involve a team of professionals servicing your account.

The following are just some of the services and resources available to you with this policy:

- Access to our telephone Hotlines staffed by experienced Professional Service Provider Professional Liability attorneys who are available to answer general risk-managementrelated questions.
- Insurance coverage presentations by your insurance intermediary.
- A Discovery Clause which provides for reporting of Wrongful Acts which may result in a Claim, which are reviewed by in-house claims associates.
- Leading Edge Guide to Risk Management Strategies for Providers of Professional Services; and Top 10 Tips for Avoiding Liability for Professional Service Providers.
- Articles and notes on risk management for Professional Service Providers.
- Professional Service Provider Liability Risk Self Audit Form, available online.

We encourage you to take advantage of these very valuable services available to Markel policyholders on a complimentary basis. We expect to be an important part of your loss control program in the coming years.

Sincerely, Kathy Cook, Underwriting Manager Phone: (469) 241-3411



PANOLA COUNTY 2017 BUDGET AMENDMENT #20 January 9, 2018

	ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND				
EXPENDITURES				
HIGHWAY PATRO	L			
	100-580-53100	OFFICE SUPPLIES & REPAIRS	500	
	100-580-54990	MISCELLANEOUS	(133)	
	100-580-55270	FURNITURE & EQUIPMENT	(367)	
				0
GRAND TOTAL GE	NERAL FUND		_	0

PANOLA COUNTY 2017 BUDGET AMENDMENT #20

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.

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 9th day of January, 2018. County Judge County Judge
Commissioner Precinct # 1 Commissioner Precinct # 3 Commissioner Precinct # 3
Commissioner Precinct # 2 Commissioner Precinct # 4
Passed and approved by the Commissioners Court of Panola County on the 4th day
of January, 2018 as the same appears on file in the office of the County
Clerk of Panola County.
Folluri XIII & San County Clerk
THE PANOLA COUNTRILLIE



PANOLA COUNTY 2018 BUDGET AMENDMENT #3 January 9, 2018

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
FM & LATERAL ROAD FUND			W. C. Calledon
EXPENDITURES			
300-629-54080	CONTINGENCY	(1,000)	
300-629-55270	FURNITURE & EQUIPMENT	1,000	
			0
CDAND TOTAL EM CLATEDAL DO	AD FUND		
GRAND TOTAL FM & LATERAL RO	JAD FUND	-	0

PANOLA COUNTY 2018 BUDGET AMENDMENT #3

We hereby amend the Panola County Budget for the Fiscal Year 2018 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 2018.

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 2018.
Signed on this 9th day of
Selam mis County Judge
Commissioner Precinct # 1 Commissioner Precinct # 3
Commissioner Precinct # 2 Commissioner Precinct # 4 Commissioner Precinct # 4
Passed and approved by the Commissioners Court of Panola County on the 4th day
of January, 2018 as the same appears on file in the office of the County
Clerk of Panola County.
Politica Value Was Salar County Clerk
THE ANOLA COUNTINE

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED 01–09-2018

Lee Ann Jones, County Judge

NAME:	Tele Chin Fortes	County Judg
POSITION:	County Judge	
DEPARTMENT:	County Julge	
DATE:	December 28, 2017	
CONFERENCE: LOCATION: DATES: NUMBER OF DAY	Spring Gudinal Edmate Lubbook, Jx March 215t to March 2 S OUT OF OFFICE FOR THIS CONFERENCE:	
Does the conferer	nce meet your educational requirements for the ye	ar?
If not, how much o	of your requirements will be met by this conference	e?
How much of yo	our requirements have been met already, not	counting this
conference?		2
	ference?	nferences, not
	cient funds in your budget for this conference? _	Yes
Write a short sta	tement explaining the public purpose that will be conference: (continue on the back if necessary.)	be met by your
		e
		21 (0.

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED 01–09-2018

Lee Ann Jones,

NAME:	Dellin Ams	County Judge
POSITION:	Country Judge	
DEPARTMENT:	Lecenter 28, 2017	
DATE:	December 28, 2017	
DATES: NUMBER OF DAYS	Module 4 - Leadership 259 Rough Crute Lodge (Ylu Ruer) april 24 to april 27, 2 SOUT OF OFFICE FOR THIS CONFERENCE:	4
Does the conferen	ce meet your educational requirements for the year	r? <u> </u>
If not, how much o	of your requirements will be met by this conference	?
How much of yo	our requirements have been met already, not o	ounting this
conference?		
How many days ha	ave you been away from your job this year for conf	erences, not
counting this conf	erence?	
Do you have suffic	cient funds in your budget for this conference?	
	tement explaining the public purpose that will be conference: (continue on the back if necessary.)	met by your
		1
		ye .
		* E

APPROVED 01–09-2018

Lee Ann Jones, County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

David A Gray

POSITION:

Justice of the Peace Pct 1 and 4

DEPARTMENT:

Justice of the Peace Pct 1 and 4

DATE:

January 2, 2018

CONFERENCE:

Texas Justice Court Training Center- 20 hour seminar

FY 2018

LOCATION:

Rockwall, Texas

DATE:

April 15-18, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

Does the conference meet your educational requirement for the year? Yes

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

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

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.)

This is a 20 hour mandatory training seminar for JP's.

APPROVED

01-09-2018

Lee Ann Jones, County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME:

David A Gray

POSITION:

Justice of the Peace Pct 1 and 4

DEPARTMENT:

Justice of the Peace Pct 1 and 4

DATE:

January 3, 2018

CONFERENCE:

Texas Justice Court Training Center- 10 hour seminar:

Civil Procedure

LOCATION:

Tyler, Texas

DATE:

March 7-8, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 10 hours How much of your requirements have been met already, not counting this conference? 0

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.)

Civil Procedure: From Filing through Post Judgment Enforcement, training provided by the Texas Justice Court Training Center