

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 Energy LLC proposes to place a temporary
(COMPANY NAME)

Less than 12 inches water line within the Right-of-Way
(PIPE SIZE)

of County Road: 467 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by ~~borings~~ ^{follow and} a total length of 7,050 feet line in Panola County.
^{By rolling out temporary fast line}

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 9th day of
May 2018.

FIRM: Rockcliff Energy LLC
BY: [Signature]
TITLE: Sr. ROW
ADDRESS: 301 Vicksburg Dr.
Tyler, TX
PHONE: (905) 253-2752

APPROVAL

May 29, 2018

TO: Rockcliff Energy LLC
Attn: Clint Smith
301 Vicksburg St.
Tyler, Texas 75701

RE: **CR #467**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **temporary less than 12" water line** within the right-of-way of County Roads **#467** 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

County Road 467 Permit for Temporary Fresh Water Line, Panola County, TX

General Description of Requested Pipeline Route

This will be a temporary freshwater pipeline less than 13" in diameter used for the purposes of well fracturing. The Origin Source are two fresh water ponds owned by Mr. Clabaugh (Lat: 32° 9'20.52"N, Long: 94° 4'41.09"W) and Mr. Krumpelbeck (Lat: 32° 9'3.89"N, Long: 94° 4'33.99"W) and both located on CR 467. The disposal source will be a 3rd much larger pond recently built on Mr. Pope's property at (Lat: 32° 8'36.56"N, Long: 94° 2'49.77"W). All landowners along the path of the county roads have been contacted and will be compensated where required.

CR 467

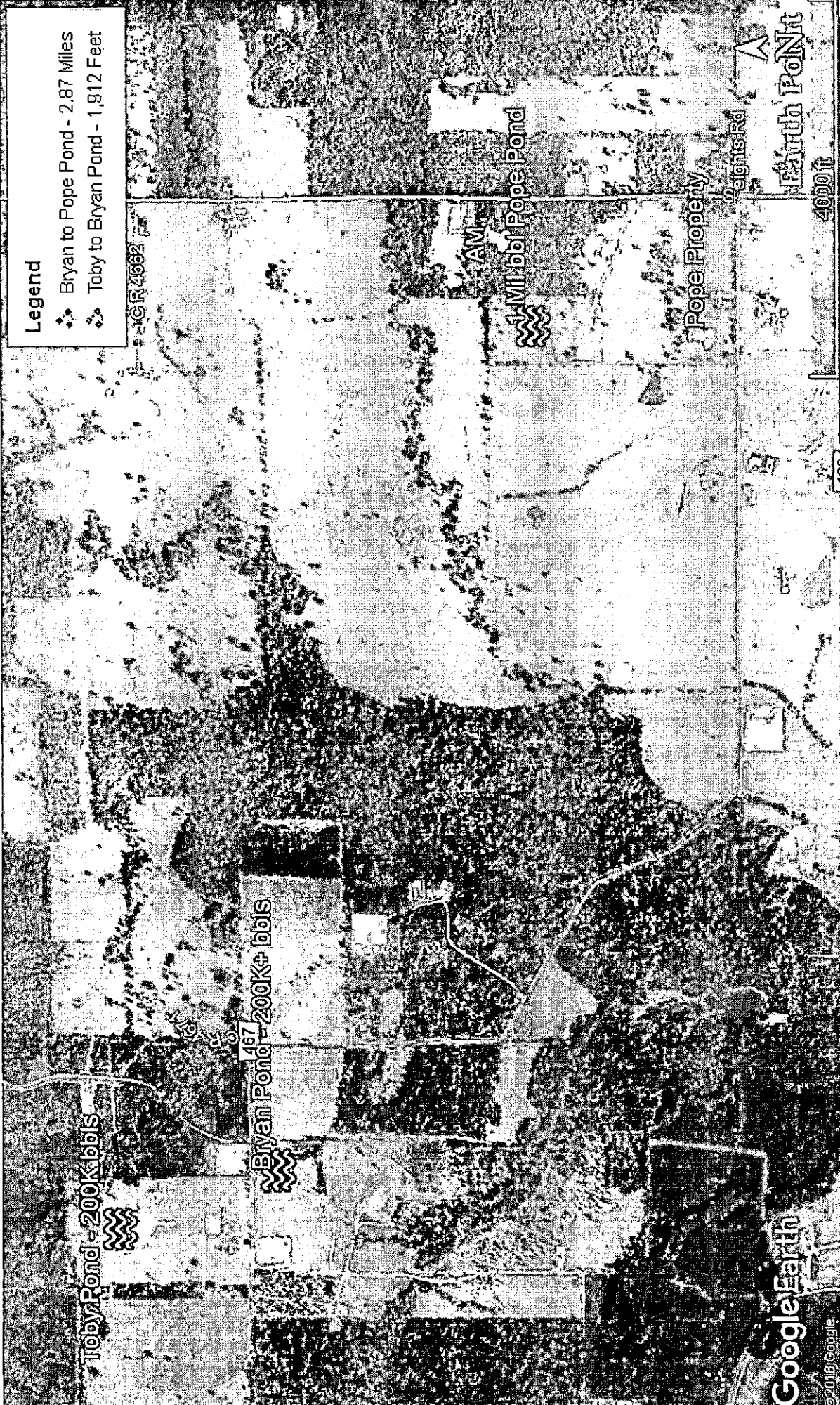
The Line will enter CR 467 ditch at (Lat: 32° 8'58.51"N, Long: 94° 4'18.98"W) and head due south along west side of road for 3,400 feet before finding a 42 inch culvert at (Lat: 32° 8'20.19"N, Long: 94° 3'50.83"W) and crossing under the road to the east side. The Line will then head southeast on northeast side of road in the ditch for 3,600 feet before turning north on private land and exiting CR 467 ditch at (Lat: 32° 8'17.34"N, Long: 94° 2'54.26"W). The total distance is approximately 7,000 feet.

NO DRIVEWAYS OR ENTRANCES WILL BE BLOCKED – WE WILL USE DRIVEWAY CULVERTS THAT ARE LARGE ENOUGH OR LOW PROFILE CROSSINGS WHERE NECESSARY. ALL LANDOWNERS HAVE BEEN CONTACTED AND COMPENSATED WHERE/WHEN NECESSARY. THE ONLY CROSSINGS OF COUNTY ROADS WILL BE THROUGH CULVERTS WITH PLENTY OF ADDITIONAL ROOM FOR WATER TO FLOW.

Please see attached aerial maps. Please contact me anytime with questions or concerns.

Thank You,

Clint Smith,
Rockcliff Energy
(903) 253-2752 cell



Legend

- Bryan to Pope Pond - 2.87 Miles
- Toby to Bryan Pond - 1,912 Feet

GR4662

Toby Pond - 200k bbls

Bryan Pond - 200K+ bbls

1.7M bbl Pope Pond

Pope Property

Leighs Rd

Earth Point

4000 ft

Google Earth

© 2013 Google

SIDNEY BURNS
AUDITOR



JENNIFER STACY
1ST ASSISTANT AUDITOR

OFFICE OF
PANOLA COUNTY AUDITOR
COURTHOUSE ANNEX • ROOM 213A
CARTHAGE, TEXAS 75633
903-693-0320

May 22, 2018

Panola County Commissioners' Court

Panola County began Commissary Operations in 2011.

In compliance with Government Code Sec. 511.016, and Local Government Code Sec. 351.0415, Panola County Auditor's Office performed audit procedures on the Panola County Detention Center's Commissary Accounts. We examined monies collected, orders made by inmates, disbursements, bank reconciliations and all supporting documentation.

We found nothing that would lead us to conclude that the balances and allocations of Panola County Detention Center's Commissary operations for this period were not, in all material respects, appropriately collected, expended and documented.

Sincerely,

Sidney Burns
County Auditor



County of Panola

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

County Judge
Lee Ann Jones

County Commissioners
Ronnie LaGrone, Pct. #1
John Gradberg, Pct. #2
Craig Lawless, Pct. #3
Dale LaGrone, Pct. #4

May 22, 2018

Honorable Commissioners' Court
110 S. Sycamore, Room 216-A
Carthage, Texas 75633

Re: Lease Agreement between Johnny Wayne Harrison and Panola County

Dear Court:

Please allow this letter to serve as certification and acknowledgement (and it is also my understanding) that the above-referenced Lease Agreement also includes Precinct #4 of Panola County.

Sincerely,

Johnny Wayne Harrison

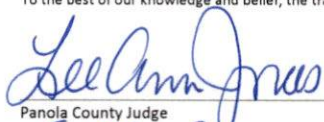
JWH


**PANOLA COUNTY INVESTMENT REPORT
MARCH 31, 2018**


INVESTMENTS AS OF DECEMBER 31, 2017	64,387,349.37		
		Investments	Maturity
			Int. Rate
Beginning Balance 01/01/2018	64,387,349.37		
Matured 01/11/2018 (Purchased on 10/05/2017)	(10,100,000.00)		
Matured 01/11/2018 (Purchased on 10/05/2017)	(7,100,000.00)		
Purchase of CD No. 21304402423 on 01/11/2018	10,100,000.00		4/12/2018
Retiree Health Benefit Trust	10,100,000.00		1.393%
Purchase of CD No. 21304402424 on 01/11/2018	6,200,000.00		4/12/2018
General	2,459,000.00		
Law Library	15,000.00		
Courthouse Security	55,000.00		
Records Management	3,000.00		
CC Records Preservation	121,000.00		
Archive	21,000.00		
Justice Court Technology	22,000.00		
Road & Bridge	1,600,000.00		
FM & Lateral Road	600,000.00		
Hot Check Fee	4,000.00		
Sheriff's State Forfeiture	5,000.00		
DA State Forfeiture	3,000.00		
Child Protective Services	25,000.00		
Health Fund	1,043,000.00		
Airport	40,000.00		
Road Bond 1971	73,000.00		
Permanent Improvement	57,000.00		
Jail Improvements	54,000.00		
Matured 02/15/2018 (Purchased on 11/16/2017)	(10,000,000.00)		
Matured 02/15/2018 (Purchased on 11/16/2017)	(6,384,199.14)		
Matured 02/15/2018 (Purchased on 11/16/2017)	(4,600,000.00)		
Purchase of CD No. 21304402426 on 02/15/2018	10,000,000.00		5/17/2018
Retiree Health Benefit Trust	10,000,000.00		1.560%
Purchase of CD No. 21304402427 on 02/15/2018	10,100,000.00		5/17/2018
General	5,859,000.00		
Law Library	14,000.00		
Courthouse Security	54,000.00		
Records Management	4,000.00		
CC Records Preservation	91,000.00		
Archive	20,000.00		
Justice Court Technology	18,000.00		
Road & Bridge	2,300,000.00		
FM & Lateral Road	400,000.00		
Hot Check Fee	5,000.00		
Sheriff's State Forfeiture	9,000.00		
DA State Forfeiture	2,000.00		
Child Protective Services	20,000.00		
Health Fund	1,103,000.00		
Airport	11,000.00		
Road Bond 1971	76,000.00		
Permanent Improvement	58,000.00		
Jail Improvements	56,000.00		
Matured 03/15/2018 (Purchased on 12/14/2017)	(8,800,000.00)		
Matured 03/15/2018 (Purchased on 12/14/2017)	(10,400,000.00)		
Matured 03/15/2018 (Purchased on 12/14/2017)	(200,000.00)		
Matured 03/15/2018 (Purchased on 12/14/2017)	(6,803,150.23)		
Purchase of CD No. 21304402436 on 03/15/2018	14,200,000.00		6/14/2018
General	7,979,000.00		
Law Library	16,000.00		
Courthouse Security	57,000.00		
Records Management	2,000.00		
CC Records Preservation	110,000.00		
Archive	17,000.00		
Justice Court Technology	20,000.00		
Road & Bridge	3,700,000.00		
FM & Lateral Road	900,000.00		
Hot Check Fee	6,000.00		
SO State Forfeiture	4,000.00		
DA State Forfeiture	4,000.00		
Child Protective Services	21,000.00		
Health Fund	1,118,000.00		
Airport	58,000.00		
Road Bond 1971	74,000.00		
Permanent Improvement	59,000.00		
Jail Improvements	55,000.00		
Purchase of CD No. 21304402437 on 03/15/2018	10,300,000.00		6/14/2018
Retiree Health Benefit Trust	10,300,000.00		1.728%
Purchase of CD No. 21304402438 on 03/15/2018	200,000.00		6/14/2018
Panola Juvenile Probation	10,000.00		
Title IV-E	70,000.00		
Local Match Juvenile Probation	120,000.00		
INVESTMENTS AS OF MARCH 31, 2018	61,100,000.00		

THE MARKET VALUE OF ALL INVESTMENTS IS THE SAME AS CARRYING VALUE.

To the best of our knowledge and belief, the transactions reflected in this investment report are in compliance with the investment policy of PANOLA COUNTY and conform to the requirements of the PUBLIC FUNDS INVESTMENT ACT.


 Panola County Judge
 5-29-18
 Date


 Panola County Auditor
 5-30-18
 Date


 Panola County Treasurer
 5-29-18
 Date



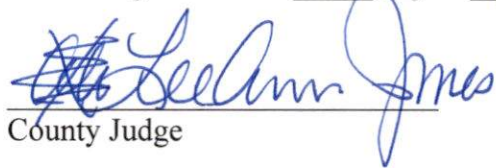
PANOLA COUNTY 2018 BUDGET AMENDMENT #10
May 29, 2018

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND			
REVENUES			
100-360-41020	MISCELLANEOUS REVENUE	<u>12,600</u>	
			<u>12,600</u>
EXPENDITURES			
MISC & NON-DEPARTMENTAL			
100-409-54080	CONTINGENCY	(76,400)	
100-409-54150	PROFESSIONAL SERVICES	4,000	
100-409-54250	EMERGENCY MANAGEMENT	<u>40,000</u>	
			(32,400)
CONSTABLE PCT 2 & 3			
100-581-55270	FURNITURE & EQUIPMENT	<u>35,000</u>	
			35,000
HEALTH & PAUPERS CARE			
100-646-54760	STATEMENT OF FACTS	<u>10,000</u>	
			10,000
GRAND TOTAL GENERAL FUND			<u>12,600</u>

**PANOLA COUNTY
2018
BUDGET AMENDMENT #10**

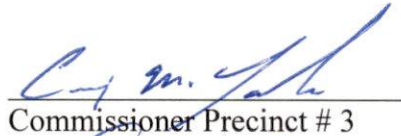
We hereby amend the Panola County Budget for the Fiscal Year 2018 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2018.

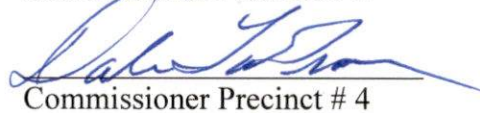
Signed on this 29th day of May, 2018.


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 29th day of May, 2018 as the same appears on file in the office of the County Clerk of Panola County.


County Clerk



7194740

3 D SECURITY INC.
309 South Marshall Street, Henderson, TX 75654
(903) 657-2217

CENTRAL OFFICE MONITORING CONTRACT

Agreement dated 5.7.18, by and between 3 D SECURITY INC., (hereinafter referred to as "3 D" or "ALARM COMPANY") and Parola County Auto Registration, (hereinafter referred to as "Subscriber" or "Buyer"). Premises where communication software and security equipment is installed: 110 Sycamore St
Carthage, TX 75633 Phone: 903.673.8206

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:
1. COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF 3 D: 3 D shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, which shall remain the sole personal property of 3 D and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 3 D. Communication software is part of the instrument panel programmed to transmit a signal and shall remain 3 D's property. Passcode to CPU software remains property of 3 D. Provided Subscriber performs this agreement for the full term thereof, upon termination 3 D shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE: value of installed software is: \$ _____

Initial service provided: Monitoring Radio or Cellular Backup High Speed Internet Monitoring

Approximate date of installation: _____ Estimated date for completion: _____

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay 3 D:

(a) The sum of \$ _____, plus tax for the installation and programming of the communication software. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 3(b).

(b) The sum of \$ 6190, plus tax, per month, payable by 15th in advance for the rental, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. 3 D shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, 3 D or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of 3 D or 3 D's designee communication center and 3 D does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of 3 D and are not maintained by 3 D and, therefore, 3 D shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish 3 D with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to 3 D in writing. Subscriber authorizes 3 D to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests 3 D to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay 3 D \$90.00 for each such service. 3 D may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: 3 D does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that 3 D is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. 3 D has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for 3 D's default hereunder is to require 3 D to repair or replace, at 3 D's option, any equipment covered by this agreement which is non-operational.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

(for residential customers only)
NOTICE OF CANCELLATION

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

3 D SECURITY INC:

By: _____

Fred J. Hightower
Subscriber

FRED J. HIGHTOWER
(Print Full Name)

Social Security Number

Subscriber Agrees to have its credit card automatically charged for all charges under this contract.

Credit Card #: _____

Address

Security Code: _____

Expiration Date: _____

Tax ID SS# or EIN

Type and jurisdiction of organization and ID, if any

Mastercard Visa American Express

The undersigned personally guarantees subscriber's performance of this agreement

Cardholder's Name (As it appears on credit card): _____

Signature (Name must be printed below)

Social Security Number

Billing Address: _____

Residence Address

Zip Code: _____

7. **EXCULPATORY CLAUSE:** Subscriber agrees that 3 D is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though 3 D does not guarantee that no loss will occur. 3 D is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by 3 D's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases 3 D from any claims for contribution, indemnity or subrogation.

8. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of 3 D as a result of 3 D's negligent performance to any degree, failure to perform any of 3 D's obligations, equipment failure or strict products liability, that 3 D's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase 3 D's maximum amount of 3 D's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with 3 D's increased liability. This shall not be construed as insurance coverage.

9. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of 3 D's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of 3 D, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and 3 D is released and discharged from any further liability.

10. **CARE OF EQUIPMENT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by 3 D without additional charge.

11. **ALTERATION OF PREMISES FOR INSTALLATION:** 3 D is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in 3 D's sole discretion for the installation and service of the communication software, and 3 D shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

12. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by 3 D in its sole discretion and to notify 3 D of any change in such service.

13. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify 3 D if it is in need of repair. 3 D shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, 3 D shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by 3 D to Subscriber's alarm or security equipment shall be at 3 D's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and 3 D fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by 3 D, evidencing that service was requested by Subscriber. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

14. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by 3 D, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of 3 D's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix 3 D's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to 3 D, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and 3 D shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, 3 D may at its option either remove its software or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein. Should 3 D refer this contract to an attorney, Subscriber shall pay 3 D's legal fees. The parties waive trial by jury in any action between them. In any action commenced by 3 D against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where 3 D's principal place of business is located. Any action by subscriber against 3 D must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against 3 D must be based on the provisions of this agreement. Any other action that subscriber may have or bring against 3 D in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

15. **DELAY IN INSTALLATION:** 3 D shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including 3 D's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which 3 D is named as insured, and under which the insurer agrees to indemnify and hold 3 D harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by 3 D's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. 3 D shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

17. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless 3 D, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by 3 D's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against 3 D or 3 D's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of 3 D. 3 D shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

18. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse 3 D for any fines relating to permits or false alarms. 3 D shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should 3 D be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay 3 D for such service or material.

19. **3 D'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that 3 D is authorized and permitted to subcontract any services to be provided by 3 D to third parties who may be independent of 3 D, and that 3 D shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints 3 D to act as Subscriber's agent with respect to such third parties, except that 3 D shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to 3 D's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of 3 D.

20. **NON-SOLICITATION.** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of 3 D assigned by 3 D to perform any service for or on behalf of Subscriber for a period of two years after 3 D has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, 3 D shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with 3 D, times twelve, together with 3 D's counsel and expert witness fees.

21. **SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants 3 D a security interest in the security equipment installed by 3 D and 3 D is authorized to file a financing statement.

22. **FULL AGREEMENT/SEVERABILITY/ CONFLICTING DOCUMENTS.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except 3 D's requirements regarding items of protection provided for in this agreement imposed by Authority Having jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

3 D SECURITY INC.
309 South Marshall Street, Henderson, TX 75654
(903) 657-2217

CENTRAL OFFICE MONITORING CONTRACT

Agreement dated 5.7.18, by and between 3 D SECURITY INC., (hereinafter referred to as "3 D" or "ALARM COMPANY") and Brock County District Clerk, (hereinafter referred to as "Subscriber" or "Buyer"). Premises where communication software and security equipment is installed: 110 Spruance St
Carthage, TX 75633 Phone: 903.693.0316

WHEREAS, Subscriber owns an electronic security system and desires central office monitoring service, the parties agree as follows:
1. COMMUNICATION SOFTWARE REMAINS PERSONAL PROPERTY OF 3 D: 3 D shall instruct Subscriber in the proper use of the security system, install, program and service in the premises of the Subscriber, communication software, which shall remain the sole personal property of 3 D and shall not be considered a fixture or a part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by 3 D. Communication software is part of the instrument panel programmed to transmit a signal and shall remain 3 D's property. Passcode to CPU software remains property of 3 D. Provided Subscriber performs this agreement for the full term thereof, upon termination 3 D shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code.

2. DESCRIPTION OF SERVICE AND EQUIPMENT VALUE: value of installed software is: \$ _____
Initial service provided: Monitoring Radio or Cellular Backup High Speed Internet Monitoring

Approximate date of installation: 5.7.18 Estimated date for completion: 5.7.18

3. INSTALLATION, RENTAL, AND SERVICE CHARGES: Subscriber agrees to pay 3 D:

(a) The sum of \$ _____, plus tax for the installation and programming of the communication software. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Subscriber may make the payments as provided in 3(b).

(b) The sum of \$ 61.90, plus tax, per month, payable by 15th in advance for the rental, monitoring and servicing of the communication software for the term of this agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, all payments being due on the first of the month.

4. TERM OF AGREEMENT: RENEWAL INCREASE: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the contract at least 30 days prior to the expiration of any term. 3 D shall be permitted, from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase as invoiced.

5. CENTRAL OFFICE MONITORING: Upon receipt of a signal from the communication software, 3 D or its designee communication center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of 3 D or 3 D's designee communication center and 3 D does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves or other modes of communication pass through communication networks wholly beyond the control of 3 D and are not maintained by 3 D and, therefore, 3 D shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom. Subscriber agrees to furnish 3 D with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to 3 D in writing. Subscriber authorizes 3 D to access the control panel to input or delete data and programming. If the equipment contains listening devices permitting central office to monitor sound then upon receipt of an alarm signal central office shall monitor sound for so long as central office in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests 3 D to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay 3 D \$90.00 for each such service. 3 D may, without prior notice, suspend or terminate its services, in central office's sole discretion, in event of Subscriber's default in performance of this agreement or in event central office facility or communication network is nonoperational or subscriber's alarm system is sending excessive false alarms. Central office is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

6. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: 3 D does not represent nor warrant that the security equipment and central office monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that 3 D is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. 3 D has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for 3 D's default hereunder is to require 3 D to repair or replace, at 3 D's option, any equipment covered by this agreement which is non-operational.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS CONTRACT. READ THEM BEFORE YOU SIGN THIS CONTRACT. BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

3 D SECURITY INC:
(for residential customers only)
NOTICE OF CANCELLATION
YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By: [Signature]
5.7.18

[Signature]
Subscriber

Subscriber Agrees to have its credit card automatically charged for all charges under this contract.

FRED J. HIGHTOWER
(Print Full Name) Social Security Number _____

Credit Card #: _____

Address _____

Security Code: _____

Expiration Date: _____

Tax ID SS# or EIN _____ Type and jurisdiction of organization and ID, if any _____
The undersigned personally guarantees subscriber's performance of this agreement

Mastercard Visa American Express

Cardholder's Name (As it appears on credit card): _____

Signature (Name must be printed below) _____ Social Security Number _____

Billing Address: _____

Residence Address _____

Zip Code: _____

7. **EXCULPATORY CLAUSE:** Subscriber agrees that 3 D is not an insurer and no insurance coverage is offered herein. The security equipment is designed to reduce certain risks of loss, though 3 D does not guarantee that no loss will occur. 3 D is not assuming liability, and, therefore shall not be liable to Subscriber for any loss, personal injury or property damage sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by 3 D's negligent performance, failure to perform any obligation or strict products liability. Subscriber releases 3 D from any claims for contribution, indemnity or subrogation.

8. **LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of 3 D as a result of 3 D's negligent performance to any degree, failure to perform any of 3 D's obligations, equipment failure or strict products liability, that 3 D's liability shall be limited to the sum of six times the monthly payment at time liability is fixed or the sum of \$250.00, whichever is greater. If Subscriber wishes to increase 3 D's maximum amount of 3 D's limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with 3 D's increased liability. This shall not be construed as insurance coverage.

9. **LIQUIDATED DAMAGES:** The parties agree that in the event Subscriber suffers damages as a result of 3 D's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, Subscriber agrees that should there arise any liability on the part of 3 D, Subscriber agrees to accept \$250.00, or the amount provided for in paragraph 8, whichever is greater, as liquidated damages in complete satisfaction of such liability and 3 D is released and discharged from any further liability.

10. **CARE OF EQUIPMENT:** Subscriber agrees not to tamper with, remove or otherwise interfere with the communication software which shall remain in the same location as installed and Subscriber agrees to bear the cost of repairs or replacement made necessary as a result of any painting, alteration, remodeling or damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by 3 D without additional charge.

11. **ALTERATION OF PREMISES FOR INSTALLATION:** 3 D is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in 3 D's sole discretion for the installation and service of the communication software, and 3 D shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the communication software, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the communication software under the terms of this agreement.

12. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND COMMUNICATION SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, RJ31x Block or equivalent, internet connection, high speed broadband cable or DSL and IP Address, as deemed necessary by 3 D in its sole discretion and to notify 3 D of any change in such service.

13. **TESTING AND SERVICE OF COMMUNICATION SOFTWARE:** Communication software, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the communication software and to notify 3 D if it is in need of repair. 3 D shall not be required to service the communication software unless it has received notice from Subscriber, and upon such notice, 3 D shall service the communication software to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Any repair or other services provided by 3 D to Subscriber's alarm or security equipment shall be at 3 D's option on a per call request by Subscriber, and Subscriber shall pay for such labor and material at time such repair or other service is performed. All such repair or other service shall be governed by the terms of this contract. In the event Subscriber complies with the terms of this agreement and 3 D fails to repair the communication software, Subscriber agrees to send notice in writing by certified or registered mail, return receipt requested and Subscriber shall not be responsible for payments due while the communication software remains inoperable. In any lawsuit between the parties in which the condition or operation of the communication software is in issue, the Subscriber shall be precluded from raising the issue that the communication software was not operating unless Subscriber can produce a post office certified or registered receipt, signed by 3 D, evidencing that service was requested by Subscriber. Only communication software is covered by service. It shall be Subscriber's sole responsibility to maintain the communication hardware and subscriber's alarm equipment and system in working order.

14. **LEGAL ACTION:** The parties agree that due to the nature of the services to be provided by 3 D, the payments to be made by the Subscriber for the term of this agreement pursuant to paragraph 3(b) form an integral part of 3 D's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix 3 D's actual damages. Therefore, in the event Subscriber defaults in the payment of any charges to be paid to 3 D, the balance of all payments for the entire term herein shall immediately become due and payable and Subscriber shall be liable for 80% thereof as liquidated damages and 3 D shall be permitted to terminate all its services under this agreement and remotely re-program or delete any programming without relieving Subscriber of any obligation herein. In the event of Subscriber's breach of this agreement, 3 D may at its option either remove its software or deem same sold to Subscriber for 80% of the amount specified as the value of the equipment in addition to the liquidated damages provided for herein. Should 3 D refer this contract to an attorney, Subscriber shall pay 3 D's legal fees. The parties waive trial by jury in any action between them. In any action commenced by 3 D against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Subscriber submits to the jurisdiction of Texas and agrees that any litigation between the parties must be commenced and maintained exclusively in the State of Texas and in the County where 3 D's principal place of business is located. Any action by subscriber against 3 D must be commenced within thirteen months of the accrual of the cause of action or shall be barred. All actions or proceedings against 3 D must be based on the provisions of this agreement. Any other action that subscriber may have or bring against 3 D in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

15. **DELAY IN INSTALLATION:** 3 D shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including 3 D's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

16. **INSURANCE:** The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which 3 D is named as insured, and under which the insurer agrees to indemnify and hold 3 D harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages, contributed to by 3 D's negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be one million dollars for any injury or death, and property damage, burglary and theft coverage in an amount necessary to indemnify Subscriber for property on its premises. 3 D shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

17. **INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless 3 D, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by 3 D's performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against 3 D or 3 D's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of 3 D. 3 D shall have the right to assign this contract and shall be relieved of any obligations herein upon such assignment.

18. **FALSE ALARMS/PERMIT FEES:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse 3 D for any fines relating to permits or false alarms. 3 D shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should 3 D be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay 3 D for such service or material.

19. **3 D'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that 3 D is authorized and permitted to subcontract any services to be provided by 3 D to third parties who may be independent of 3 D, and that 3 D shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and Subscriber appoints 3 D to act as Subscriber's agent with respect to such third parties, except that 3 D shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to 3 D's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of 3 D.

20. **NON-SOLICITATION.** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of 3 D assigned by 3 D to perform any service for or on behalf of Subscriber for a period of two years after 3 D has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, 3 D shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with 3 D, times twelve, together with 3 D's counsel and expert witness fees.

21. **SECURITY INTEREST/COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants 3 D a security interest in the security equipment installed by 3 D and 3 D is authorized to file a financing statement.

22. **FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except 3 D's requirements regarding items of protection provided for in this agreement imposed by Authority Having jurisdiction. Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

Panola County Emergency Services District #1

P.O. Box 294
1509 W. Panola (Administrative Office)
Carthage, TX 75633

May 30, 2018

The Honorable LeeAnn Jones, County Judge for Panola County
110 S. Sycamore St. Room 216-A
Carthage, TX 75633

Dear Judge Jones:

Per Section 775.036(a)(4) of the Health & safety Code, we are proving this letter and attached financial statements as of December 31, 2017 for the Panola County Emergency Services District #1. The financial statements were prepared by the districts accounting firm, Nixon and Woodfin CPA's. This information is being provided to comply with state statute and serves as our initial submission of a financial report. The Panola County Emergency Services District #1 will also have an annual audit. Once that audit is completed, we will provide you with a copy and it can serve as supplemental additional information to the report that we are submitting today. The audit will be prepared by Robinson and Payne CPA's here in Carthage. The attached financial statements main difference from the final audit numbers will be related to depreciation. The audit will also be presented in the updated reporting format requirements of the AICPA.

The attached financial statements are in the same format that the PCESD#1 has used for many years. The district experienced no unusual items for 2017. The district purchased only one of the more expensive units this year. The district maintains ample retained surplus which can be used in the case of an emergency.

As is reflected in the financial statements, the district had cash reserves of \$1,203,916 in CD'S and checking accounts as of 12/31/17. Year end balances are normally the highest point of the year due to the collection of current year tax revenues.

The district's budget for 2017 was \$659,914 (down \$178,280 from 2016) in revenues and \$835,400.00 in expenditures of which \$-0- was designated for contingency items. As the financial statements reflect, actual revenues were \$670,211 including interest income and actual expenditures were \$676,006. Beckville VFD was scheduled to get a The revenues were based on tax rate of .02130% which is 29% below our statutory maximum of .03%. The district has maintained the .02130% tax rate now for the past six years. As has been consistent with prior years, the district has no outstanding debt and thus no debt service.

The continued support of county officials is greatly appreciated. If you have any questions or need any additional information, don't hesitate to let us know.

Respectfully Submitted;

Stewart Green, Board Chairman



Cc: PCESD#1 Commissioners & Drew Nixon CPA



PANOLA CO. EMERGENCY SERVICES DIST. #1
CARTHAGE, TX

After
Adj.

STATEMENT OF NET ASSETS

AS OF DECEMBER 31, 2017

ASSETS

CURRENT ASSETS

First State Bank #84700	\$	503,916.74
Clearing From Tax Assessor		24,475.38
Cash in Bank- Inter Community VFD		4,119.05
Cash in Bank- Flatwoods VFD		6,635.21
Cash in Bank- Woods VFD		1,559.19
Cash in Bank- Clayton VFD		4,548.23
Cash in Bank- Beckville VFD		1,888.36
Cash in Bank- Comm 4 VFD		4,990.21
Cash in Bank- Gary VFD		14,156.16
Prepaid Insurance		43,997.12
Delinquent Taxes Receivable		43,262.86
Allowance for Uncollectables 25%		(10,815.72)
FSB-CD#02069 \$100,000 05/22/18 @ 0.		100,000.00
FSB-CD#02292 \$100,000 01/22/18 @ 0.		100,000.00
FSB-CD#02211 \$100,000 06/20/18 @ 0.		100,000.00
FSB-CD#02212 \$100,000 06/24/18 @ 0.		100,000.00
FSB-CD#02253 \$100,000 10/26/18 @ 0.		100,000.00
FSB-CD#02243 \$200,000 09/18/18 @ 0.		200,000.00

TOTAL CURRENT ASSETS \$ 1,342,732.79

FIXED ASSETS

Fixed Assets - Equipment	5,220,095.58
Fixed Assets - Building	517,602.52
Accumulated Depreciation	<u>(3,939,518.40)</u>

TOTAL FIXED ASSETS \$ 1,798,179.70

OTHER ASSETS

Director's Bond	<u>100.00</u>
-----------------	---------------

TOTAL OTHER ASSETS \$ 100.00

TOTAL ASSETS \$ 3,141,012.49

PANOLA CO. EMERGENCY SERVICES DIST. #1
CARTHAGE, TX

STATEMENT OF NET ASSETS

AS OF DECEMBER 31, 2017

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

2017 Tax Revenue \$ 443,102.37

TOTAL CURRENT LIABILITIES \$ 443,102.37

NET ASSETS

Unrestricted Net Assets 1,161,281.24
Restricted Net Assets for Capital Outlay 1,542,423.77
Inc (Dec) in Unrestricted Net Assets (5,794.89)

TOTAL NET ASSETS \$ 2,697,910.12

TOTAL LIABILITIES AND NET ASSETS \$ 3,141,012.49

PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF ACTIVITIES
FOR THE ONE MONTH AND TWELVE MONTHS ENDED DECEMBER 31, 2017

	1 Month Ended December 31, 2017	12 Months Ended December 31, 2017
GENERAL REVENUE		
400 - Property Tax - Current Year	\$ (20,828.98)	\$ 646,318.35
401 - Property Tax-Delinquent	<u>5,510.72</u>	<u>20,046.84</u>
Total Revenue	<u>(15,318.26)</u>	<u>666,365.19</u>
EXPENSE		
Equipment - Training - Fuel Expenses		
Operating Expenses		
801 - Dept.- Inter Comm. VFD	5,960.17	41,354.21
802 - Dept.-Flatwoods VFD	186.48	17,440.34
803 - Dept.-Woods VFD	3,882.04	23,353.94
804 - Dept.-Clayton VFD	1,154.20	30,704.82
805 - Dept.-Beckville VFD	2,691.08	21,695.46
806 - Dept.-Comm. Four VFD	930.46	18,374.35
807 - Dept.-Gary VFD	<u>19,129.25</u>	<u>33,021.54</u>
Total Operating Expenses	<u>33,933.68</u>	<u>185,944.66</u>
Board Expenses		
525 - Tax Appraisal Assesment	2,099.00	8,642.48
601 - Agenda Posting/Legal Notices	0.00	768.76
605 - Tax Collection Attorney Fees	446.17	3,342.65
606 - Tax Collector Fees	2,510.55	7,129.74
647 - Dues & Subscriptions	195.00	1,295.00
670 - Insurance	(44,796.67)	51,557.02
698 - Fees and Permits	0.00	850.00
710 - Office Supplies & Postage	70.00	848.25
720 - Professional & Legal Fees	1,200.00	49,390.00
764 - Training	570.40	570.40
767 - Contingency	0.00	3,000.00
858 - Run-Tatum VFD	0.00	4,000.00
859 - Run-Carthage VFD	<u>0.00</u>	<u>13,800.00</u>
Total Board Expenses	<u>(37,705.55)</u>	<u>145,194.30</u>
Capital Improvement Expenses		
Capital Imp.- Beckville	3,930.54	94,972.29
Capital Imp.- Clayton	0.00	662.50
Capital Imp.- Gary	4,449.48	12,500.00
Capital Imp.- Inter Comm.	0.00	112,202.86
Capital Imp.- Woods	7,000.00	7,662.50
Capital Imp. - Comm. Four	2,484.44	98,984.58
Capital Imp. - Flatwoods	<u>4,368.98</u>	<u>17,882.69</u>
Total Capital Improvement Expenses	<u>22,233.44</u>	<u>344,867.42</u>
Total Expenses	<u>18,461.57</u>	<u>676,006.38</u>

**PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF ACTIVITIES
FOR THE ONE MONTH AND TWELVE MONTHS ENDED DECEMBER 31, 2017**

	1 Month Ended December 31, 2017	12 Months Ended December 31, 2017
Other Income		
920 - Interest Income	47.66	3,846.30
Total Other Income	47.66	3,846.30
INC (DEC) IN UNRESTRICTED NET ASSETS	\$ (33,732.17)	\$ (5,794.89)

PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF REVENUES AND EXPENSES
ACTUAL AND BUDGET
REQUIRED SUPPLEMENTAL INFORMATION
FOR THE ONE MONTH AND TWELVE MONTHS ENDED DECEMBER 31, 2017

	1 Month Ended December 31, 2017 Actual	1 Month Ended December 31, 2017 Budget	12 Months Ended December 31, 2017 Actual	12 Months Ended December 31, 2017 Budget
REVENUES				
Property Tax - Current Year	\$ (20,828.98)	\$ 54,992.87	\$ 646,318.35	\$ 659,914.00
Property Tax-Delinquent	5,510.72	0.00	20,046.84	0.00
Total Revenue	<u>(15,318.26)</u>	<u>54,992.87</u>	<u>666,365.19</u>	<u>659,914.00</u>
EXPENSES				
Equipment/Training/ Fuel Exp				
Operating Expenses				
Dept.- Inter Comm. VFD	5,960.17	2,350.00	41,354.21	28,200.00
Dept.-Flatwoods VFD	186.48	2,350.00	17,440.34	28,200.00
Dept.-Woods VFD	3,882.04	2,350.00	23,353.94	28,200.00
Dept.-Clayton VFD	1,154.20	2,350.00	30,704.82	28,200.00
Dept.-Beckville VFD	2,691.08	2,350.00	21,695.46	28,200.00
Dept.-Comm. Four VFD	930.46	2,350.00	18,374.35	28,200.00
Dept.-Gary VFD	19,129.25	2,350.00	33,021.54	28,200.00
Total Operating Expenses	<u>33,933.68</u>	<u>16,450.00</u>	<u>185,944.66</u>	<u>197,400.00</u>
Board Expenses				
Tax Appraisal Assesment	2,099.00	1,000.00	8,642.48	12,000.00
Agenda Posting/Legal Notices	0.00	41.63	768.76	500.00
Tax Collection Attorney Fees	446.17	333.37	3,342.65	4,000.00
Tax Collector Fees	2,510.55	1,000.00	7,129.74	12,000.00
Dues & Subscriptions	195.00	166.63	1,295.00	2,000.00
Insurance	(44,796.67)	4,166.63	51,557.02	50,000.00
Fees and Permits	0.00	0.00	850.00	0.00
Office Supplies & Postage	70.00	83.37	848.25	1,000.00
Professional & Legal Fees	1,200.00	4,166.63	49,390.00	50,000.00
Supplies	0.00	166.63	0.00	2,000.00
Training	570.40	250.00	570.40	3,000.00
Contingency	0.00	0.00	3,000.00	0.00
Run-Tatum VFD	0.00	333.37	4,000.00	4,000.00
Run-Carthage VFD	0.00	1,333.37	13,800.00	16,000.00
Total Board Expense	<u>(37,705.55)</u>	<u>13,041.63</u>	<u>145,194.30</u>	<u>156,500.00</u>
Capital Improvement Exp				
Capital Imp.- Beckville	3,930.54	21,333.37	94,972.29	256,000.00
Capital Imp.- Clayton	0.00	1,041.63	662.50	12,500.00
Capital Imp.- Gary	4,449.48	1,041.63	12,500.00	12,500.00
Capital Imp.- Inter Comm.	0.00	9,458.37	112,202.86	113,500.00
Capital Imp.- Woods	7,000.00	2,500.00	7,662.50	30,000.00
Capital Imp. - Comm. Four	2,484.44	3,916.63	98,984.58	47,000.00
Capital Imp. - Flatwoods	4,368.98	833.37	17,882.69	10,000.00
Total Capital Improvement Exp	<u>22,233.44</u>	<u>40,125.00</u>	<u>344,867.42</u>	<u>481,500.00</u>
Total Expenses	<u>18,461.57</u>	<u>69,616.63</u>	<u>676,006.38</u>	<u>835,400.00</u>

PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF REVENUES AND EXPENSES
ACTUAL AND BUDGET
REQUIRED SUPPLEMENTAL INFORMATION
FOR THE ONE MONTH AND TWELVE MONTHS ENDED DECEMBER 31, 2017

Other Income				
Interest Income	<u>47.66</u>	<u>166.63</u>	<u>3,846.30</u>	<u>2,000.00</u>
Total Other Income	<u>47.66</u>	<u>166.63</u>	<u>3,846.30</u>	<u>2,000.00</u>
INC (DEC) IN UNRESTRICTED NET ASSETS	\$ (33,732.17)	\$ (14,457.13)	\$ (5,794.89)	\$ (173,486.00)

PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF ACTIVITIES
ACTUAL AND BUDGET
REQUIRED SUPPLEMENTAL INFORMATION
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017

	Historical for 12 Months Ended December 31, 2017	Budgeted for 12 Months Ended December 31, 2017	Variance Over/(Under) Budget	Total Annual Budget	Variance Positive/ (Negative)
GENERAL REVENUES					
400 - Property Tax - Current Year	\$ 646,318.35	659,914.00	(13,595.65)	659,914.00	(13,595.65)
401 - Property Tax-Delinquent	<u>20,046.84</u>	<u>0.00</u>	<u>20,046.84</u>	<u>0.00</u>	<u>20,046.84</u>
Total Revenue	<u>666,365.19</u>	<u>659,914.00</u>	<u>6,451.19</u>	<u>659,914.00</u>	<u>6,451.19</u>
EXPENSES					
Equipment/Training/Fuel Exp					
Operating Expenses					
801 - Dept.- Inter Comm. VFD	41,354.21	28,200.00	13,154.21	28,200.00	(13,154.21)
802 - Dept.-Flatwoods VFD	17,440.34	28,200.00	(10,759.66)	28,200.00	10,759.66
803 - Dept.-Woods VFD	23,353.94	28,200.00	(4,846.06)	28,200.00	4,846.06
804 - Dept.-Clayton VFD	30,704.82	28,200.00	2,504.82	28,200.00	(2,504.82)
805 - Dept.-Beckville VFD	21,695.46	28,200.00	(6,504.54)	28,200.00	6,504.54
806 - Dept.-Comm. Four VFD	18,374.35	28,200.00	(9,825.65)	28,200.00	9,825.65
807 - Dept.-Gary VFD	<u>33,021.54</u>	<u>28,200.00</u>	<u>4,821.54</u>	<u>28,200.00</u>	<u>(4,821.54)</u>
Total Operating Expenses	<u>185,944.66</u>	<u>197,400.00</u>	<u>(11,455.34)</u>	<u>197,400.00</u>	<u>11,455.34</u>
Board Expenses					
525 - Tax Appraisal Assesment	8,642.48	12,000.00	(3,357.52)	12,000.00	3,357.52
601 - Agenda Posting/Legal Notices	768.76	500.00	268.76	500.00	(268.76)
605 - Tax Collection Attorney Fees	3,342.65	4,000.00	(657.35)	4,000.00	657.35
606 - Tax Collector Fees	7,129.74	12,000.00	(4,870.26)	12,000.00	4,870.26
647 - Dues & Subscriptions	1,295.00	2,000.00	(705.00)	2,000.00	705.00
670 - Insurance	51,557.02	50,000.00	1,557.02	50,000.00	(1,557.02)
698 - Fees and Permits	850.00	0.00	850.00	0.00	(850.00)
710 - Office Supplies & Postage	848.25	1,000.00	(151.75)	1,000.00	151.75
720 - Professional & Legal Fees	49,390.00	50,000.00	(610.00)	50,000.00	610.00
745 - Supplies	0.00	2,000.00	(2,000.00)	2,000.00	2,000.00
764 - Training	570.40	3,000.00	(2,429.60)	3,000.00	2,429.60
767 - Contingency	3,000.00	0.00	3,000.00	0.00	(3,000.00)
858 - Run-Tatum VFD	4,000.00	4,000.00	0.00	4,000.00	0.00
859 - Run-Carthage VFD	<u>13,800.00</u>	<u>16,000.00</u>	<u>(2,200.00)</u>	<u>16,000.00</u>	<u>2,200.00</u>
Total Board Expenses	<u>145,194.30</u>	<u>156,500.00</u>	<u>(11,305.70)</u>	<u>156,500.00</u>	<u>11,305.70</u>
Capital Improvement Exp					
840 - Capital Imp.- Beckville	94,972.29	256,000.00	(161,027.71)	256,000.00	161,027.71
841 - Capital Imp.- Clayton	662.50	12,500.00	(11,837.50)	12,500.00	11,837.50
842 - Capital Imp.- Gary	12,500.00	12,500.00	0.00	12,500.00	0.00
843 - Capital Imp.- Inter Comm.	112,202.86	113,500.00	(1,297.14)	113,500.00	1,297.14
844 - Capital Imp.- Woods	7,662.50	30,000.00	(22,337.50)	30,000.00	22,337.50
845 - Capital Imp. - Comm. Four	98,984.58	47,000.00	51,984.58	47,000.00	(51,984.58)
846 - Capital Imp. - Flatwoods	<u>17,882.69</u>	<u>10,000.00</u>	<u>7,882.69</u>	<u>10,000.00</u>	<u>(7,882.69)</u>
Total Capital Improvement Exp	<u>344,867.42</u>	<u>481,500.00</u>	<u>(136,632.58)</u>	<u>481,500.00</u>	<u>136,632.58</u>
Total Expenses	676,006.38	835,400.00	(159,393.62)	835,400.00	159,393.62

PANOLA CO. EMERGENCY SERVICES DIST. #1
STATEMENT OF ACTIVITIES
ACTUAL AND BUDGET
REQUIRED SUPPLEMENTAL INFORMATION
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2017

	<u>Historical for 12 Months Ended December 31, 2017</u>	<u>Budgeted for 12 Months Ended December 31, 2017</u>	<u>Variance Over/(Under) Budget</u>	<u>Total Annual Budget</u>	<u>Variance Positive/ (Negative)</u>
Other Income					
920 - Interest Income	3,846.30	2,000.00	1,846.30	2,000.00	1,846.30
Total Other Income	<u>3,846.30</u>	<u>2,000.00</u>	<u>1,846.30</u>	<u>2,000.00</u>	<u>1,846.30</u>
INC (DEC) IN UNRESTRICTED NET ASS	<u>\$ (5,794.89)</u>	<u>(173,486.00)</u>	<u>167,691.11</u>	<u>(173,486.00)</u>	<u>167,691.11</u>

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

June 3, 2018

REQUEST FOR PROPOSALS

INFORMATION TECHNOLOGY SERVICES

Panola County, Texas (County) invites qualified firms to submit proposals for Information Technology Services (Services). Proposals will be received until 1:30 p.m., June 26, 2018, by the County Judge, Panola County, Panola County Courthouse, Room 216A, Carthage, Texas 75633. The envelope containing your proposal response (**one (1) original and six (6) copies**) must be forwarded in a sealed envelope (FAX, E-Mail or other electronic proposal responses will not be accepted). To be properly processed, your proposal response must be plainly marked on the outside of the sealed envelope:

**Proposal for
Information Technology Services**

The County reserves the right to reject any and/or all proposals, to reschedule, extend, or cancel this Request for Proposals (RFP) at any time, to award contracts for individual products or services or for any of the options for service listed in the Cost Form as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the County.

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE COUNTY JUDGE, PANOLA COUNTY COURTHOUSE, ROOM 216A, CARTHAGE, TEXAS 75633, ON OR BEFORE THE DEADLINE FOR RECEIPT OF PROPOSALS, WHICH IS 1:30 P.M. ON June 26, 2018. The Proposer is solely responsible for timely delivery to the stated location. Proposals delivered to County locations other than the address specified above will not be considered received by the County until they physically arrive at the Office of the County Judge (Room 216A). The County shall not be responsible for delays in delivery resulting from any need for the County to transport a proposal from another County location to the specified location, or error or delay on the part of any carrier used to do so, or of any carrier utilized by Proposer. Proposals received in the Office of the County Judge after the stated time and date will not be considered.

Proposals will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court that will commence at 1:30 p.m., on June 26, 2018. The names of the proposers will be read out loud, but the contents of the proposals will not be disclosed to competing offerors and will be kept secret during the process of negotiation. Proposals must be signed by the proposer.

No proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of proposals without the prior written consent of the County.

Hon. Lee Ann Jones
County Judge
Phone:903-693-0392
Fax: 903-693-2726
Email: leeann.jones@co.panola.tx.us

I. PURPOSE

The County is seeking proposals from firms qualified and experienced in providing Information Technology Services to provide complete services to maintain and service all technology equipment owned or operated by Panola County as further described herein (Services). The Services shall include the following goods and services in accordance with the Specifications attached hereto as Exhibit A:

1. Advising on future changes and upgrades for Information Systems.
2. Technology Budget Planning.
3. Maintaining all information systems (Workstations, Servers, and Peripherals).
4. Maintaining all network infrastructure (Routers, Switches, Wireless Access Points, and Firewalls).
5. Remote Systems Monitoring – software will be installed that will monitor and notify Proposer of critical thresholds that have been surpassed. (i.e. – Low Disk Space, High Memory Usage, Critical System Events, etc.).
6. Remote Support via remote access software.
7. Off-site backup space will be provided for each maintained unit.
8. Email Spam and Virus Filtering.
9. Virus and Spyware Protection – Each maintained unit will include a license for Virus and Spyware protection that is monitored by a central server.
10. Upon Contractor's recommendation and the prior approval of the County Judge, Contractor shall purchase information systems hardware or software for the County's use. The County will reimburse Contractor for the cost of such purchase, plus a mark-up of 10%, and any shipping charges, unless otherwise agreed by the parties.

II. PROPOSAL FORMAT

Prefacing its Proposal, the Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal. The Proposal itself shall be organized in the following format and informational sequence:

- A. Section I of the Proposal shall include the following:
1. Indicate the name, physical address, telephone number, email address, and fax of the person in your firm authorized to negotiate contract terms and render binding decisions in contract matters.
 2. State full name and address of your organization and identify parent company if you are a subsidiary. Include your main businesses, number of offices and locations. Specify the branch office or other subordinate element which will perform or assist in performing work herein. Indicate whether you operate as a partnership, corporation, limited liability company, or individual. Include the State in which incorporated or licensed to operate.
- B. Section II of the Proposal shall contain an audited copy of your firm's most recent financial statement. If this is unavailable, submit sufficient information indicating the financial status of your organization.
- C. Section III of the Proposal shall consist of a description of services and capabilities as outlined in the Scope of Service section of this Proposal and a detailed Implementation Plan.
- D. Section IV of the Proposal shall be the Financial Proposal. This section shall contain a straightforward, concise delineation of the Proposer's fees to satisfy the requirements of this RFP. The Financial Proposal shall state whether Proposer will submit invoices on a monthly or quarterly basis. The Financial Proposal shall include proposals for one or more of the service options indicated in the Cost Form. It is the Proposer's responsibility to specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the products or services required. *The completion of the Cost Form (Exhibit B) provided in this RFP is mandatory for any proposal to be accepted.* If there is additional information that is to be considered please feel free to provide that information in addition to the Cost Form as necessary. The County will not compensate or be liable to the Contractor for any fees or costs not explicitly stated in the Proposal.
- E. The County's goal is that all the terms and conditions stated in the RFP will constitute the terms of the final Contract between the County and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the Proposer in writing in its proposal. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate.

III. PROPOSAL INFORMATION

A. Schedule For Selection

Date	Event
June 3 and June 10, 2018	Notice of Request For Proposal published
June 15, 2018	Due date for questions
June 19, 2018	Response to proposer questions
1:30 p.m. June 26, 2018	Due date for proposals/Opening of proposals
June 27, 2018	Begin analysis of proposals
Approximately July 24, 2018	Recommendation to Panola County Commissioners Court

The County reserves the right to modify the schedule as circumstances may warrant.

B. Interpretation of RFP Wording

Interpretation of the wording of this Proposal shall be the responsibility of the Office of the County Judge. County staff will not give verbal answers to inquiries regarding the contents of the Proposal; all official responses will be in writing. Any verbal statement regarding or interpreting this Proposal shall be non-binding.

C. Written Inquiries

No inquiries shall be made by phone. Proposers may make written inquiries concerning this Proposal to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the due date for questions specified in Section III.A., "Schedule for Selection". Questions received by the County by this deadline, and corresponding answers, will be included in an Addendum.

Submit inquiries via E-mail to: leeann.jones@co.panola.tx.us; type "IT Services RFP" in the subject line of the email.

D. Rights of the County

The County reserves the right to require additional information from Proposers and to conduct necessary investigations or interviews to determine Proposer performance and qualifications, and to determine the accuracy of Proposal information. The County reserves the right to negotiate with Proposers as permitted by law for a Request for Proposals process.

E. RFP Information and Work Conditions

1. All Proposers are expected to carefully examine the Proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section III.C. of this RFP. It is believed that all information necessary to complete a response is included in this RFP.

It is the responsibility of the Proposer to obtain clarification of any information that is not fully understood.

2. By the submission of a Proposal, the Proposer agrees to be responsible for: (1) having examined the Request for Proposal and all referenced citations of judicial decisions, statutory authority, and local policy; (2) having become familiar with the nature and scope of the Services required by the County; and (3) identifying any local conditions that may affect performance of Services, labor availability, administrative rules or other factors that may impact the County's timeline for commencement and performance of the Services.

F. Public Information

Proposals do not become public records until an award has been made. Trade secrets and other materials considered confidential by the Proposer should be clearly marked as such. If a request is made to review or obtain copies of the information marked confidential under the Texas Public Information Act, the County will forward the appropriate documents to the Texas Attorney General's Office and notify the Proposer so that the Proposer may submit its written reasons to the Attorney General as to why the information should be protected from disclosure. The County will abide by the decision of the Texas Attorney General.

G. Prior Terminations

Proposals shall include identifying and contact information for any of Proposer's contracts for services and products similar to the Services that have been terminated for cause within the preceding ten (10) years.

IV. SCOPE OF SERVICE

- A. The service and performance requirements that the selected Proposer (Contractor) shall be required to perform, and the requirements that services and products provided by Contractor must meet are set forth in Specifications attached hereto as Exhibit A. Failure to address or to fully describe capabilities to accomplish all elements stated in this section will result in a loss of evaluation points.
- B. Contractor shall be responsible for furnishing at its cost all labor, materials, equipment, software, and all other items necessary to perform under this RFP.
- C. Contractor will ensure that County records may be accessed by County officials and employees through the County's existing wi-fi service.

V. GENERAL CONTRACT REQUIREMENTS

A. **Anti-Lobbying Provision**

DURING THE PERIOD BETWEEN THE PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, IF ANY, PROPOSERS, INCLUDING THEIR PRINCIPALS OR OTHER OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, SHALL NOT DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE COMMISSIONERS COURT OR COUNTY STAFF EXCEPT UPON THE REQUEST OF THE COUNTY IN THE COURSE OF COUNTY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude proposers from discussing other matters with Commissioners Court members or County staff. The policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public, and to protect the integrity of the Proposal process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the County. Violation of this provision may result in disqualification of the Proposer.

B. **Invoicing and Payments**

Unless otherwise mutually agreed in writing, invoicing by the Contractor shall be monthly or quarterly, with sufficient detail to allow the County to determine the work performed for which payment is sought; and the Contractor shall upon request provide the County with appropriate supporting materials. Payment by the County shall be in accordance with and governed by Texas Government Code Chapter 2251.

C. **Criminal Background Check**

The Contractor and each of its officers, employees, agents and contractors, and including anyone who has physical access to the County equipment or data, must have a clear criminal background investigation (CBI) result. The Panola County Sheriff's Office will act as the liaison between the Contractor and the Texas Department of Public Safety and coordinate all required CBI's. Department of Public Safety must administer and process all CBI's.

D. **Independent Contractor**

By submitting a proposal Contractor represents and agrees that it is engaged in an independent business; that it will perform the work as an independent contractor and not as an employee of the County; that it has and will retain the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting the Contractor in the work; that it will be solely responsible for the payment of its employees and others assisting it in this work, and for the payment of all federal, state, county and municipal taxes, fees and contributions pertaining thereto; and

that it will be wholly responsible for its own acts and the acts of all persons assisting it.

E. County Audit Rights

The County shall have the right to audit the Contractor's work product and work processes and practices, including but not limited to: Contractor's data gathering, entry, evaluation and updating methods, processes and practices; data storage, retrieval and security processes, methods, and practices; and Contractor's security policies, practices, methods and processes (all collectively, "Contractor Data Practices"). Contractor will be required immediately to report any breaches or suspected breaches of data security, with detailed assessments of the scope of such breach or suspected breach; and to detail proposed Contractor responses and proposals to mitigate such breach or suspected breach and to prevent future such breaches. The County shall have the right to inspect and review Contractor's Data Practices and Contractor premises where County-related services are provided as deemed by the County to be appropriate or necessary in response to, or as reasonably necessary or convenient, to comply with, any law, regulation, or lawful order to which the County is subject.

F. Notification to County if County data is compromised, or is accessed by or disclosed to unauthorized persons

Contractor shall promptly notify the County in writing if any County data (or other County information) in the possession of Contractor is in any way destroyed, deleted, lost, overwritten, corrupted, modified by unauthorized persons, or its integrity, accuracy or accessibility is otherwise compromised; if any unauthorized persons or entities access County data of any kind; or there has been disclosure of County data of any kind to unauthorized persons (all collectively "Compromised"). The notification shall include identification of the data Compromised, by or to whom Compromised (if known), a full description of the nature and circumstances of the event, and of what, if anything, the Contractor is doing or proposes to do to remediate and to prevent such Compromises in the future; and the notification shall be updated or modified in writing promptly upon additional or different information about the event becoming known to the Contractor. If such an event occurs, the Contractor will cooperate with and assist the County in: investigating the event and remediating the data Compromise, developing and implementing processes and procedures to prevent future such events, as may be requested by the County; and in any judicial or other proceeding that may result (including appearing as a witness as requested by the County).

Contractor shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure of any "sensitive personal information" (as that term is defined in Section 521.002(a)(2) of the Texas Business and Commerce Code) collected or maintained by Contractor in carrying out its obligations under a contracting resulting from this RFP.

- G. Notification to the County if disclosure of County data is sought or compelled**
The Contractor shall promptly notify the County in writing if access to or disclosure of County data of any kind is requested by any third party, including but not limited to any open records requests or judicial or administrative pleadings or requests, or if disclosure of or access to County data otherwise is sought, or is ordered or threatened to be ordered, by a tribunal (including but not limited to a court or a governmental agency or unit) having requisite authority and jurisdiction. Pending and after such notification, the Contractor shall take no action to release or provide access to such data, or by omission fail to take an action which would preserve the security of such data, preclude the County from timely seeking relief to avoid disclosure of or access to such data, or otherwise prejudice the County's practical or legal ability to protect or seek protection for the confidentiality of such data. Proposers and the ultimate Contractor are given notice that data and other information concerning the County system may include information made confidential by law, and that unauthorized disclosure may subject the disclosing party to liability.
- H. Subcontracting of Services**
The Contractor shall not subcontract the work to be performed hereunder, or any part of said work without the County's prior written approval. The County shall have full and complete discretion in withholding or granting such approval.
- I. Altering Proposals**
Any interlineation, alteration, ensure made before proposal opening time, must be initialed by the signer of the proposal guaranteeing authenticity.
- J. Sales Tax**
County is exempt by law from payment of Texas Sales and Use Tax and Federal Excise Tax; therefore the proposal shall not include such taxes.
- K. Compliance with Law**
Proposals must comply with all federal, state, county and local laws concerning the Services.
- L. References**
Except as otherwise provided in the Specifications, offeror shall supply a list of at least three (3) references to whom offeror has provided services and products similar to the Services.

VI. EVALUATION CRITERIA

A. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate its responsibility. A prospective Proposer 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.

The County may request any other information sufficient to determine Proposer's ability to meet these minimum standards.

B. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Contractor submitting the lowest priced proposal.

C. The County will evaluate each proposal based on the following criteria, weighted as indicated below:

- 35% Proposer's Qualifications/Experience/Performance History and Financial Status
- 25% Proposed Pricing
- 20% Meets Needs and Requirements of Panola County as well as Future Needs through Enhancements and Upgrades
- 20% Proposer's Support/Service-Including Skills, Number and Availability of Support and Service Personnel

D. The County may require a Proposer to give an oral presentation or participate in discussions in order to clarify or elaborate on its proposal. Upon completion of oral presentations or discussions, Proposers may be requested to revise any or all portions of their proposals.

VII. TERM

Any Contract resulting from this solicitation will have an Initial Term of five (5) years from the date specified in the award letter issued by the Panola County Commissioners Court, or such other date established by agreement. The Contract shall automatically renew for one (1) year terms on an annual basis unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the initial or a subsequent term. Upon expiration or termination of the Contract for any reason, Contractor agrees to continue providing at County's request all Services on a month-to-month basis in accordance with the same terms and conditions contained in the Contract

until notified by the County that the Services are no longer needed because the County has secured a replacement provider for the Services.

VIII. CONDITIONS

- A. The County reserves the right to reject any and/or all proposals, to make awards for individual products or services as may be advantageous to the County, and to waive any or all formalities in the RFP process or non-material non-compliances or other irregularities in a proposal. The County reserves the right to negotiate with proposers as permitted by law. **SUBMISSION OF A PROPOSAL CONSTITUTES A FIRM OFFER BY THE PROPOSER TO PROVIDE THE GOODS AND SERVICES STATED AT THE PRICE AND UNDER THE TERMS AND CONDITIONS STATED, WHICH WILL BE HELD OPEN FOR A PERIOD OF 90 DAYS AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS.**
- B. Late proposals, if properly identified, will be returned unopened.
- C. The County desires to have the Proposer submit a proposal that incorporates all significant points enumerated in this RFP. Where the proposal is silent, the County will assume that the services set forth in the SCOPE OF SERVICE is accepted by Proposer and intended by Proposer as part of the proposal. The Panola County Commissioners Court may accept one or more proposals to become Contractors, and may accept or decline specific aspects of particular proposals, in its sole discretion.
- D. The County shall not be responsible for any expenses incurred by the Proposer in preparing and submitting a proposal.
- E. A system for perpetual record keeping shall be maintained by the Contractor until the Contract is terminated, and for a period of no less than three years thereafter; and Contractor must make such records available to the County upon request during this entire period. The County shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to a contract resulting from this RFP. No information produced as a result of any agreement or contract with the County can be released without the prior written consent of the County.
- F. **Compliance with laws, regulations and licenses**
Contractor shall comply with the provisions of all applicable laws, regulations, permits and licenses relative to the Services to be performed hereunder.
- G. **IT IS THE COUNTY'S INTENT THAT A WRITTEN NOTICE OF AWARD MAILED OR OTHERWISE FURNISHED TO THE SUCCESSFUL PROPOSER RESULTS IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY.** The contract

documents shall consist of this RFP together with any addenda, the successful Proposer's Proposal, any best and final offer(s), and the notice of award. By submitting a Proposal, the Proposer agrees that, absent written mutual agreement otherwise, no additional writing is required to form a binding contract; provided, however, that a written supplement, signed by both parties, will be needed to document any agreed terms inconsistent with this RFP and/or the successful Proposal.

- H. The County intends that payments to Contractor shall be made from current funds. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the County and is subject to cancellation by the County upon thirty (30) days' written notice, either in whole or in part, without penalty, if funds are not fully appropriated by the Commissioners Court. The County agrees to use reasonable efforts to obtain and appropriate funds for payment of the Contract.
- I. The County reserves the right to terminate all or any part of any order or Contract resulting from this solicitation, with thirty (30) days written notice if the Commissioners Court deems termination in the best interest of the County, or for the County's convenience; or, to terminate immediately upon written notice to the Contractor for delay or nonperformance by the Contractor; or for other default by the Contractor that has not been cured within ten (10) days of written notice from the County. In the event of the termination of the contract with the Contractor for any reason, the Contractor shall as soon as possible, but in no event later than fifteen days (15) days from the later of the date of termination and the date Contractor ceases to provide month-to-month Services under Section VII, above, export and return to the County all County information, software, and equipment in its possession or under its control, or to which the Contractor has a right of possession or control. Within ten (10) days thereafter, the Contractor must certify and warrant to the County in writing that it has returned all such data to the County as required, and that all other County data has been permanently and securely deleted and the applicable hosting or other equipment has been wiped clean as required.
- J. The person whose signature appears on the Proposal hereby certifies (by signing the Proposal) that the individual, firm and/or any principal of the firm on whose behalf the Proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of the Proposal, and agrees to notify the County of any debarment inquiries or proceedings, or of the threat or notice of any such inquiries or proceedings, by any federal, state or local governmental entity, which exist as of the date of submission of the Proposal, or that arise between the date of submission and such time as an award has been made under this procurement action.

K. **INDEMNIFICATION BY CONTRACTOR**

To the fullest extent permitted by applicable law:

THE CONTRACTOR WILL PROTECT, DEFEND WITH COUNSEL APPROVED BY THE COUNTY (SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED), AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES (ALL COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") ARISING FROM, CONCERNING OR RELATED TO THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR UNDER THE CONTRACT, EVEN IF THE DAMAGE IS CAUSED IN PART BY THE NEGLIGENCE OF ANY INDEMNITEES, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEES.

CONTRACTOR SHALL PROTECT, DEFEND, AND HOLD HARMLESS THE COUNTY AND THE OTHER INDEMNITEES FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, LIENS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, AND OTHER COSTS OR LOSSES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT BY CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SUBCONTRACTORS, REPRESENTATIVES OR EMPLOYEES, OF ANY UNITED STATES PATENT, TRADEMARK, OR COPYRIGHT, ARISING BY OR RELATED TO ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER BY CONTRACTOR; THE RECEIPT BY THE COUNTY OR ANY OF THE INDEMNITEES OF SUCH GOODS OR SERVICES; OR THE USE OF ANY ARTICLE OR MATERIAL, INCLUDING ANY INTELLECTUAL PROPERTY, RECEIVED FROM OR OTHERWISE PROVIDED BY CONTRACTOR TO THE COUNTY OR OTHER INDEMNITEES AND USED AT THE DIRECTION, OR WITH THE EXPRESS OR IMPLIED CONSENT OR OTHER APPROVAL, OF CONTRACTOR. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE COUNTY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS NOT SANCTIONED BY CONTACTOR.

Upon becoming aware of any complaint or allegation of a claim, or upon filing or threat of filing of a suit with claims covered by this Paragraph L, the

County shall promptly notify Contractor. Contractor shall be given full opportunity to settle or defend the claims or suit; provided, that any settlement terms that directly affect the County or any Indemnatee are subject to agreement by the County or the Indemnatee, as appropriate.

In the event of litigation or other proceedings concerning such a claim which Contractor defends, the County agrees to cooperate reasonably with Contractor. Contractor agrees to use legal counsel approved by the County, such approval not to be unreasonably withheld, delayed or conditioned; and the County and the other Indemnitees shall be entitled to be represented by counsel at their own expense.

These indemnity obligations shall survive the termination of this Contract or any agreement or purchase order arising under or related to it, for any reason whatsoever.

L. **No Arbitration**

The County reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. The County shall not be subject to any arbitration process prior to exercising its unrestricted right to seek a judicial remedy. The remedies set forth herein or in any contract awarded are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

M. **Choice of law; venue**

Any claim or dispute concerning, related to, or arising under this RFP or any contract awarded under it shall be subject to the law of the State of Texas, without giving effect to its choice of law provisions. Venue for any such claim or dispute shall be and lie solely in the courts located in Panola County, Texas. The Contractor hereby expressly agrees to submit to the jurisdiction of such courts.

N. **Amendment; entire agreement**

Any contract awarded pursuant to this RFP shall constitute the entire agreement between the parties, consisting of this RFP (including any addenda), the accepted Proposal, any best and final offers and the notice of award. The contract will supersede any prior oral or written undertakings, understandings, promises, agreements or representations. The contract may be amended only by a writing executed by both parties; no oral or other agreements or representations will be effective to constitute an amendment.

- O. **Survival of terms**
If a court or other body having authority and jurisdiction determines that any provision in the contract is illegal or otherwise unenforceable, the remainder of the contract shall nonetheless survive and remain enforceable to the extent lawful and practicable and without changing the underlying purpose and intent of the parties.
- P. **Construction**
Descriptive headings or captions in this RFP are for convenience only and will not affect the construction or application of this RFP. Words having established technical or trade meanings in the industry shall be so construed, unless otherwise defined in this RFP. Listings of items will not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- Q. **Nonassignable**
The contract resulting from this RFP shall not be assigned by Contractor without the express written consent of the County, which will be given or withheld in the sole discretion of the County.
- R. **Cooperation**
Contractor agrees to cooperate fully with the County in the performance of the Services hereunder, and in the defense or settlement by the County of any lawsuit or other claim by any third party concerning, related to, or arising from the Services.
- S. **Notice**
All notices, consents, requests, instructions, approvals and other communications provided for in this RFP shall be written in the English language and shall be deemed validly given (a) by personal delivery, registered mail, or courier service, (b) by facsimile or electronic transmission, in each case, to the address, facsimile number or email address, as applicable, of the parties as set forth below or as changed by such party by notice given hereunder. Notice sent by personal delivery, registered mail, or courier service shall be effective when delivered and notice sent by facsimile or e-mail shall be effective upon receipt so long as such delivery or receipt occurs prior to 5:00 p.m. on a business day in the place of receipt, and otherwise, any such delivery or receipt shall be deemed to have occurred on the next succeeding business day in the place of receipt.

If to the County:

County Judge
Panola County Courthouse, Room 216
Carthage, Texas 75633
Telephone: 903-693-0392
Facsimile: 903-693-2726
Email: leeann.jones@co.panola.tx.us

If to Contractor:

_____, Texas _____
Attn: _____
Telephone: _____
Fax: _____
Email: _____

T. **Waiver of Claims Based on Proposal**

EACH OFFEROR BY SUBMISSION OF A PROPOSAL TO THIS REQUEST FOR PROPOSALS WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES, AND OTHER CONSULTANTS, CONNECTED WITH, RELATED TO, OR ARISING FROM THIS REQUEST FOR PROPOSALS, INCLUDING, WITHOUT LIMITATION, THE ADMINISTRATION OF THE REQUEST FOR PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OR NON-SELECTION OF THE OFFEROR. SUBMISSION OF A PROPOSAL INDICATES OFFEROR'S ACCEPTANCE THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE COUNTY DURING THE SELECTION PROCESS.

U. **Insurance Requirements**

Proof of insurance meeting the requirements set out in Exhibit C to this RFP must be furnished by the selected Proposer within five (5) days after the award of the Contract.

Contractor shall not perform any Services or be entitled to Compensation for Services unless and until Contractor has delivered to the County a certificate of insurance evidencing the insurance required in Exhibit C.

- V. **Conflict of Interest Questionnaire; Ethics Disclosure: Israel Certification**
Proposer is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed Conflict of Interest Questionnaire with the County; if so, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted with Proposer's Proposal.

A Proposer who is awarded a Contract under this RFP must comply with the requirements of Texas Government Code Section 2252.908 and provide the County with the Proposer's disclosure certificate in accordance with Section 2252.908.

Contractor must provide to the County a written verification regarding Israel in the form attached as Exhibit D.

- W. **Contractor Warranty**
Contractor warrants that Services performed shall conform to the Specifications and that the Services will be performed in a professional and workmanlike manner in accordance with generally acceptable industry standards.

- X. **Price Reduction**
If during the term of the Contract, the Contractors' prices to other customers for similar services are reduced below the price under this Contract, Contractor understands and agrees that the benefits of such reductions shall also be extended to the County.

EXHIBIT A
REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY SERVICES
NETWORK SPECIFICATIONS

A. General Requirements:

1. All equipment owned or operated by Panola County that is considered in the category of technology with the exception of basic telephone service will be maintained and serviced by the Vendor awarded Panola County's IT services contract. This includes present equipment and any future equipment installed for Panola County's technology requirements.
2. The Contractor will be available 24/7 to assure that any internet or other computer downtime will be promptly resolved. If it is necessary to resolve the problem, the Contractor will be onsite in Panola County within four (4) hours of the trouble call. Additionally, Contractor shall have a qualified person onsite to perform the services for the number of days each week as indicated in Contractor's Cost Form.

B. Proprietary Software:

1. Contractor must be able to work professionally with 3rd party vendors that provide proprietary software to Panola County. This includes troubleshooting and installing software and hardware. This also includes maintaining Panola County's responsibility for continual access to the programs provided by 3rd party vendors.

C. Services to be provided:

1. Advising on future changes and upgrades for Information Systems.
2. Technology Budget Planning.
3. Maintaining all information systems (Workstations, Servers, and Peripherals).
4. Maintaining all network infrastructure (Routers, Switches, Wireless Access Points, and Firewalls).
5. Remote Systems Monitoring – software will be installed that will monitor and notify Proposer of critical thresholds that have been surpassed. (i.e. – Low Disk Space, High Memory Usage, Critical System Events, etc.).
6. Remote Support via remote access software.
7. Off-site backup space will be provided for each maintained unit.
8. Email Spam and Virus Filtering.
9. Virus and Spyware Protection – Each maintained unit will include a license for Virus and Spyware protection that is monitored by a central server.

10. Upon Contractor's recommendation and the prior approval of the County Judge, Contractor shall purchase information systems hardware or software for the County's use. The County will reimburse Contractor for the cost of such purchase, plus a mark-up of 10%, and any shipping charges, unless otherwise agreed by the parties.

D. Services shall also include the following:

1. Provide technical knowledge and resources to all employees.
2. Provide expertise in a broad range of networking environments and technologies, including voice, video, and data communications.
3. Create a proactive support environment with software updates to help keep network reliable and up-to-date.
4. Provide remote technical support with onsite hardware replacement options to provide the correct mix of support where and when needed.
5. Ongoing system software updates that enable Panola County to efficiently evolve its network infrastructure to address ever changing business needs and to help increase the return of its original investment.
6. Rapid technical problem support with around-the-clock expert technical engineers to resolve network problems.
7. Standard, next-business-day advance hardware replacement on all warranty hardware.
8. Software updates and maintenance that include bug fixes and minor/major software releases.
9. Onsite hardware repair.
10. Provide consulting services at no charge with the client and 3rd party vendors.
11. Weekly preventive maintenance.
12. Provide technical briefs to discuss directions and implications for system upgrades.
13. Encrypt and secure Panola County's network from unwanted intrusion.
14. Install all patches and critical updates.
15. Optimize computers and printers to suit needs of Panola County.
16. Repair damaged or corrupt operating systems.
17. Maintain an accurate database of all user information for disaster recovery of the network.
18. Provide physical safeguards to guard data integrity, confidentiality, and availability.
19. Weekly checks on all switches, firewalls, and routers to make sure they are properly working.
20. Check for virus and intrusions as needed or requested.
21. Maintain updates on all software i.e. virus protection, etc.
22. Contractor must be able to install and maintain fiber.

EXHIBIT B

COST FORM

REQUEST FOR PROPOSAL

INFORMATION TECHNOLOGY SERVICES

The undersigned Proposer agrees to perform Information Technology Services for Panola County in accordance with this RFP and to provide all related services and products at the prices indicated below for the five (5) year term established as provided on the RFP. Please complete one or more of the options listed below:

Option 1 – with one Contractor personnel onsite for one (1) day per week:

Year	Monthly Cost	Yearly Cost
1		
2		
3		
4		
5		
		Total

Option 2 – with one Contractor personnel onsite for two (2) days per week:

Year	Monthly Cost	Yearly Cost
1		
2		
3		
4		
5		
		Total

Option 3 – with one Contractor personnel onsite for three (3) days per week:

Year	Monthly Cost	Yearly Cost
1		
2		
3		
4		
5		
		Total

Option 4 – with one Contractor personnel onsite for four (4) days per week:

Year	Monthly Cost	Yearly Cost
1		
2		
3		
4		
5		
		Total

Option 5 – with one Contractor personnel onsite for five (5) days per week:

Year	Monthly Cost	Yearly Cost
1		
2		
3		
4		
5		
		Total

PROPOSER:

Company: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C

PANOLA COUNTY

CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for Panola County, Texas shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the County, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Offeror prior to contract execution. If the contract is renewed or extended by the County a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars. The insurance required for this contract is as follows:

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products/ Completed Operations Coverage; Damage to Premises Rented minimum of \$50,000 per occurrence.

Professional Liability Insurance with a minimum of \$1 million per occurrence and \$2 million aggregate.

Workers Compensation insurance as required by state law.

Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a minimum combine single limit of \$500,000 per occurrence for bodily injury and property damage.

Notices

The Contractor shall notify the County in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All copies of the Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the County at the following address:

Lee Ann Jones, County Judge
Panola County Courthouse
110 S. Sycamore, Room 216-A.

EXHIBIT D

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

REQUEST FOR PROPOSAL

INFORMATION TECHNOLOGY SERVICES

By signing below, _____ (Contractor) hereby verifies the following:

1. Contractor does not boycott Israel; and
2. Contractor will not boycott Israel during the term of the contract.

This verification is incorporated and made a part of the Contract for Information Technology Services between Contractor and Panola County, Texas, effective _____, 2018.

By: _____

Title: _____

Date: _____

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
05-29-2018

Lee Ann Jones,
County Judge

NAME: Bobbie Davis
POSITION: County Clerk
DEPARTMENT: County Clerk's Ofc.
DATE: 5/22/18

CONFERENCE: Texas College of Probate Judge's Conference
LOCATION: San Antonio, TX
DATES: Aug 22, 2018 to Aug 25, 2018
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

Does the conference meet your educational requirements for the year? _____
If not, how much of your requirements will be met by this conference? 10-15 hours

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

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

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

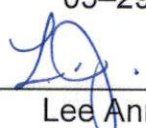
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

This conference will provide training on new requirements for probate & guardianship cases.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

05-29-2018


Lee Ann Jones,
County Judge

NAME: Bobbie Davis

POSITION: County Clerk

DEPARTMENT: County Clerk

DATE: 5/10/18

CONFERENCE: County & District Clerk Fall Conference

LOCATION: Georgetown, Texas

DATES: 9/5/18 to 9/7/18

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

Does the conference meet your educational requirements for the year?

If not, how much of your requirements will be met by this conference? 15-20 hours

How much of your requirements have been met already, not counting this conference? 4-5 hours

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

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

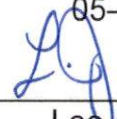
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

At this conference I will learn current
information regarding electronic records,
records retention, JP appeals, probate cases,
erecording, Commissioners' Court, budget
information and vital statistics.

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

APPROVED

05-29-2018



Lee Ann Jones,
County Judge

NAME: Jennifer Stacy

POSITION: 1st Asst. Auditor

DEPARTMENT: Auditor's Office

DATE: May 23, 2018

CONFERENCE: GASB No. 74 & 75: Best Practices in OPEB Accounting & Auditing

LOCATION: Video Webcast

DATES: May 23, 2018 to May 23, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

Does the conference meet your educational requirements for the year? n/a

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 6

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.)

The purpose of this Video Webcast is: Identify the new accounting and reporting requirements for public sector OPEB employers and plans.

Determine your plan type and trusted status which impact the applicable reporting requirements.

Calculate, account for, and report the net or total OPEB liability, OPEB expense, and deferred inflows of resources and deferred outflows of resources related to OPEB.

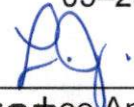
Determine the required employer OPEB note disclosures and RSI.

Identify sufficient and appropriate audit evidence to support the OPEB financial statement reporting, disclosures and RSI.

Determine various practice issues encountered while preparing or auditing the OPEB numbers and identify possible solutions.

APPROVED

05-29-2018



Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Kevin Like

POSITION: Sheriff

DEPARTMENT: S.O.

DATE: 5/21/18

CONFERENCE: Texas Sheriff's Conference

LOCATION: Grapevine, TX

DATES: July 21 to July 24

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5 days

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

If not, how much of your requirements will be met by this conference? 20 hrs

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.)

Required

APPROVED

05-29-2018



Lee Ann Jones,
County Judge

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

NAME: Valerie Bailey

POSITION: Communications Officer

DEPARTMENT: Panola Co. Sheriff's Office

DATE: May 22, 2018

CONFERENCE: ETPA Testing

LOCATION: Kilgore College - Kilgore, Texas

DATES: May 22, 2018 to May 22, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

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

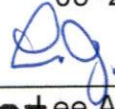
Do you have sufficient funds in your budget for this conference? yes

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

Required testing for telecommunications license

APPROVED

05-29-2018



Lee Ann Jones,
County Judge

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

NAME: Hannah Smith

POSITION: Communications Officer

DEPARTMENT: Panola Co. Sheriff's Office

DATE: May 22, 2018

CONFERENCE: ETPA Testing

LOCATION: Kilgore College - Kilgore, Texas

DATES: May 22, 2018 to May 22, 2018

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

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

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.)

Required testing for telecommunications license

