

VOL

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FILED FOR RECORD  
IN MY OFFICE

AT 10:40 O'CLOCK A.M.

MAY 9 2002

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY M. K. Berr DEPUTY

**MEETING OF COMMISSIONERS' COURT  
OF PANOLA COUNTY**

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 13<sup>TH</sup> DAY OF MAY, 2002, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 9:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

**OPEN MEETING:**

1. **CITIZEN COMMENTS:** This is for citizens to comment on any subject not on the current agenda concerning county business. Members of the Court may answer direct questions, but any action from this item must be scheduled on a future agenda.
2. **COMMISSIONERS' REPORT:** These are for informational purposes only. Any action that needs to be taken on the basis of these reports will be placed on a future agenda for action.
3. **COUNTY JUDGE'S REPORT:** This is for informational purposes only. Any action that needs to be taken on the basis of this report will be placed on a future agenda for action.
4. **CONSENT ITEMS:**

**PERSONNEL**

- a. To record the employment of William T. Parker as a Truck Driver with the Panola County Road and Bridge Department effective May 6, 2002 at the rate of \$8.53 per hour.
- b. To record an increase in salary to \$10.29 per hour for J. D. Twomey, a Truck Driver with the Panola County Road and Bridge Department, effective May 13, 2002.

- c. To record the employment of Sue Smith as a Seasonal Detention Officer with the Panola County Sheriff's Department effective May 6, 2002 at the rate of \$9.25 per hour.
- d. To record the appointment by Criminal District Attorney Danny Buck Davidson of Eric Scott McPherson, Attorney at Law, to handle appellate work for the Criminal District Attorney's Office on a case by case basis.
- e. To record a change in status of employment for Catherine Smith from Communications Officer with the Panola County Sheriff's Department to Secretary with the Panola County Sheriff's Department effective May 11, 2002 at the rate of \$9.44 per hour.
- f. To record a change in status of employment for Heather Chandler from Secretary with the Panola County Sheriff's Department to Communications Officer with the Panola County Sheriff's Department effective May 11, 2002 at the rate of \$10.02 per hour.

#### ROAD & BRIDGE

- a. To approve and record a request by Panola-Bethany Water to place a 1" line within the right-of-way of Panola County Road #3224.

#### MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of April, 2002.
- b. To record the resignation of Panola County Rural Fire District No. 1 Commissioner Maxie Lake.
- c. To record amount of 2002 Tobacco Settlement proceeds.
- d. To approve and record the Interim Panola County Indigent Defense Plan for Panola County as approved by the District Judge, County Court at Law Judge, and County Judge and effective January 01, 2002.
- e. To record American States Insurance Continuation Certificates for Panola County Sheriff's Department Reserve Deputy Sgt. Bob Fleming; Panola County Sheriff's Department Reserve Deputy Kevin May; and Panola County Reserve Deputy Constable, Precincts #2 & #3 Scott Goolsby.

#### REQUESTS FOR CONFERENCE ATTENDANCE

- a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff Jack Ellett; Panola County Sheriff's Department Detention Officer Darlton Calcote; Panola County Sheriff's Department Detention Officer Mark Brown; Panola County Clerk Sue Grafton; Panola County District Clerk Sandra King; Panola County Elections Administrator Betty

Atkerson; Deputy Voter Registrar Helen Lloyd; Panola County Court at Law Judge Terry D. Bailey; and Panola County Tax Assessor-Collector Jean Whiteside.

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5. To approve Road & Bridge requisitions and to approve payment of current Panola County bills as presented on vouchers prepared and submitted by the County Auditor.
6. To appoint one (1) member to the Panola County Rural Fire Prevention District No. 1 to replace Maxie Lake who resigned effective April 16, 2002.
7. To discuss and act upon final approval of a Right-of-Way Easement to Southwestern Electric Power Company on the Probation Office grounds along W. Panola Street.
8. To discuss and act upon approving an Interlocal Agreement between Upshur County and Panola County for the housing of inmates when the Panola County Detention Center is overpopulated.
9. To discuss and act upon Resolution #2002-02 designating the County Judge as signatory on a contract (#2002042976) between Panola County and the Texas Department of Protective and Regulatory Services.
10. To discuss and act upon Contract #2002042976 between Panola County and the Texas Department of Protective and Regulatory Services.
11. To discuss and act upon a Memorandum of Understanding Among the County of Panola, East Texas Medical Center - Carthage, and East Texas Medical Center Regional Healthcare System concerning Indigent Health Care Reimbursement.
12. To discuss and act upon a Memorandum of Understanding between Marshall-Harrison County Health District and Panola County for Local Public Health Preparedness and Response to Bioterrorism.
13. To receive, examine, and record the Panola County Road Superintendent's Monthly Report for April, 2002.

ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 9<sup>TH</sup> DAY OF MAY, 2002 AT 10:00 O'CLOCK A.M.

Sue Grafton  
 SUE GRAFTON, COUNTY CLERK  
 PANOLA COUNTY, TEXAS  
 By: Martha K. Baze, Deputy

I, SUE GRAFTON, CLERK OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES ON THE 9<sup>TH</sup> DAY OF MAY, 2002 AT 10:00 O'CLOCK A.M.

Sue Grafton  
 SUE GRAFTON, COUNTY CLERK  
 PANOLA COUNTY, TEXAS  
 By: Martha K. Baze, Deputy

13 May 02 9:00am

Gregg Lejins  
John H. ...  
Ben ...  
David Anderson

JUN 10 2002

The State of Texas  
County of Panola

SUE GRAFTON  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Sue Grafton* DEPUTY

On this the 13th day of May A.D. 2002, the Commissioners' Court of Panola County, Texas met in a Regular Meeting of the Court at 9:00 o'clock a.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

John Cordray	County Judge
Ronnie LaGrone	Commissioner, Precinct No. 1
Douglas M. Cotton	Commissioner, Precinct No. 2
Hermon E. Reed, Jr.	Commissioner, Precinct No. 3
Jimmy Davis	Commissioner, Precinct No. 4

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

OPEN MEETING:

1. CITIZEN COMMENTS:

There were no comments from the citizens.

2. COMMISSIONERS' REPORT:

Commissioner LaGrone reported that some major problems had arisen with the airport project. The old runway was to have an asphalt overlay, but it has been discovered that there are soft spots in it. Almost 1200 yards of RAP have been used to try to repair these, but it is just not holding up to the weight of the heavy equipment needed to do the work. Mitch Fortner of KSA Engineers, Inc. of Longview is working on a plan to test the surface, dig out the soft spots, repair them and go back with chip-seal on the surface. He will keep the Court informed on how the project progresses.

Commissioner Davis reported that he and LeRoy Cranford will travel to Austin to testify before a legislative committee sometime in June in an effort to gain some financial assistance on our county roads. Jim Allison of Allison, Bass and Associates has led him to believe that there is still some chance of having some success in this area.

3. COUNTY JUDGE'S REPORT:

Judge Cordray reported that he had been in contact with Gene Walker about the possibility of using the Baptist Church in DeBerry as a polling place since the community center is in need of some repairs. The members of the church prefer not to do this so he asked Commissioner Reed to be checking that area for another alternate location. Commissioner Reed replied that he had spoken with Mrs. Mary Beason, Democratic party chairperson for the county and that she is trying to find another location now. The new location, wherever it is, will probably not be available in time for the November General Election, however.

4. CONSENT ITEMS:

PERSONNEL

- J a. To record the employment of William T. Parker as a Truck Driver with the Panola County Road and Bridge Department effective May 6, 2002 at the rate of \$8.53 per hour.

- ✓ b. To record an increase in salary to \$10.29 per hour for J D. Twomey, a Truck Driver with the Panola County Road and Bridge Department, effective May 13, 2002.
- ✓ c. To record the employment of Sue Smith as a Seasonal Detention Officer with the Panola County Sheriff's Department effective May 6, 2002 at the rate of \$9.25 per hour.
- ✓ d. To record the appointment by Criminal District Attorney Danny Buck Davidson of Eric Scott McPherson, Attorney-at-Law, to handle appellate work for the Criminal District Attorney's Office on a case by case basis.
- ✓ e. To record a change in status of employment for Catherine Smith from Communications Officer with the Panola County Sheriff's Department to Secretary with the Panola County Sheriff's Department effective May 11, 2002 at the rate of \$9.44 per hour.
- ✓ f. To record a change in status of employment for Heather Chandler from Secretary with the Panola County Sheriff's Department to Communications Officer with the Panola County Sheriff's Department effective May 11, 2002 at the rate of \$10.02 per hour.

**ROAD & BRIDGE**

- ✓ a. To approve and record a request by Panola-Bethany Water to place a 1" line within the right-of-way of Panola County Road #3224.

**MISCELLANEOUS**

- ✓ a. To approve minutes of Commissioners' Court meetings held during the month of April, 2002.
- ✓ b. To record the resignation of Panola County Rural Fire District No. 1 Commissioner Maxie Lake.
- ✓ c. To record the amount of the 2002 Tobacco Settlement proceeds.
- ✓ d. To approve and record the Interim Panola County Indigent Defense Plan for Panola County as approved by the District Judge, County Court at Law Judge, and County Judge and set the effective date as January 01, 2002.
- ✓ e. To record American States Insurance Continuation Certificates for Panola County Sheriff's Department Reserve Deputy Sgt. Bob Fleming; Panola County Sheriff's Department Reserve Deputy Kevin May; and Panola County Reserve Deputy Constable, Precincts #2 & #3 Scott Goolsby.

**REQUESTS FOR CONFERENCE ATTENDANCE**

- ✓ a. To approve and record a Request for Attendance at a Conference form(s) for the following Panola County elected official(s)/employee(s): Panola County Sheriff Jack Ellett; Panola County Sheriff's Department Detention Officer Darlton Calcote; Panola County Sheriff's Department Detention Officer Mark Brown; Panola County Clerk Sue Grafton; Panola County District Clerk Sandra King; Panola County Elections Administrator Betty Atkerson; Deputy Voter Registrar Helen Lloyd, Panola County Court at Law Judge Terry D. Bailey, and Panola County Tax Assessor-Collector Jean Whiteside.

Commissioner Cotton moved and Commissioner Davis seconded the motion to approve all the Consent Items. The motion passed unanimously.

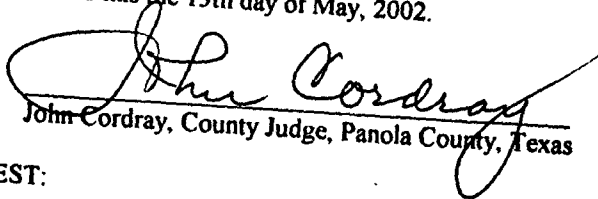
**A COPY OF EACH AMENDMENT REQUEST AND/OR BOND IS ATTACHED TO AND MADE A PART OF THE MINUTES.**

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

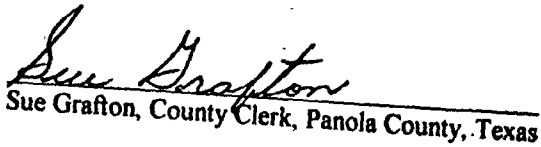
- ✓ 6. Commissioner LaGrone moved and Commissioner Cotton seconded the motion to appoint Roy Langford to the Panola County Rural Fire Prevention District No. 1 to replace Maxie Lake who resigned effective April 16, 2002. The motion passed unanimously. SEE RECOMMENDATION LETTER ATTACHED.
- ✓ 7. After some discussion Commissioner LaGrone moved and Commissioner Reed seconded the motion to give final approval of a Right-of-Way Easement to Southwestern Electric Power Company on the Probation Office grounds along West Panola Street. The motion passed unanimously. SEE COPY OF EASEMENT ATTACHED.
- ✓ 8. After some discussion Commissioner LaGrone moved and Commissioner Davis seconded the motion to approve an Interlocal Agreement between Upshur County and Panola County for the housing of inmates when the Panola County Detention Center is overpopulated. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 9. After some discussion Commissioner Cotton moved and Commissioner Reed seconded the motion to approve Resolution #2002-02 designating the County Judge as signatory on a contract (#2002042976) between Panola County and the Texas Department of Protective and Regulatory Services. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 10. After some discussion Commissioner Davis moved and Commissioner LaGrone seconded the motion to approve Contract #2002042976 between Panola County and the Texas Department of Protective and Regulatory Services. The motion passed unanimously. SEE COPY OF CONTRACT ATTACHED.
- ✓ 11. After some discussion Commissioner LaGrone moved and Commissioner Reed seconded the motion to approve a Memorandum of Understanding Among the County of Panola, East Texas Medical Center - Carthage, and East Texas Medical Center Regional Healthcare System concerning Indigent Health Care Reimbursement. The motion passed unanimously. Judge Cordray recommended that in any future negotiations with ETMC regarding these matters, the Court review all existing documents before making any kind of decision. SEE COPY OF MEMORANDUM ATTACHED.
- ✓ 12. After some discussion Commissioner Davis moved and Commissioner Cotton seconded the motion to approve a Memorandum of Understanding between Marshall-Harrison County Health District and Panola County for Local Public Health Preparedness and Response to Bioterrorism. The amount Panola County will receive from the federal government on this is expected to be \$53,379.00 the first year. The motion passed unanimously. SEE COPY OF MEMORANDUM ATTACHED.
- ✓ 13. Commissioner Davis moved and Commissioner LaGrone seconded the motion to receive, examine and record the Panola County Road Superintendent's Monthly Report for April, 2002. The motion passed unanimously. SEE COPY OF REPORT ATTACHED.

The meeting was then adjourned.

Dated this the 13th day of May, 2002.

  
John Cordray, County Judge, Panola County, Texas

ATTEST:

  
Sue Grafton, County Clerk, Panola County, Texas



# CONSENT

VOI  
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# ITEMS

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

## PANOLA COUNTY SHERIFF'S DEPARTMENT

May 6, 2002

The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Cordray:

Please add the following amended request to the next scheduled Commissioner's meeting:

- 1) Sue Smith will begin work as a Seasonal Detention Officer effective May 6, 2002 at the rate of \$9.25 per hour.

Sincerely,

  
Jack Ellett  
Sheriff

JE/hc

CC: Sidney Burns  
Gloria Portman

**ERIC SCOTT MCPHERSON**

*Attorney & Counselor at Law*

408 W. Sabine  
Carthage, Texas 75633

Tel: 903-693-7143  
Fax: 903-693-3038  
e-mail: esmcperson@hotmail

May 1, 2002

Honorable Danny Buck Davidson  
Criminal District Attorney  
Panola County Courthouse  
Carthage, Texas 75633

Re: Criminal Appeals

Dear Danny:

You and I have recently discussed the possibility of me doing criminal appellate work for the District Attorney's Office on a case by case contract basis. I have given the matter some thought, and I would be willing to work with you office, on a contract basis, in the preparation of criminal appellate briefs. Naturally, we would have to look carefully at each case and be sure I did not have a conflict of interest. My standard hourly rate at this time is \$160.00 an hour, together with all costs and expenses. Any case that I worked on for the District Attorney's office, I would be happy to handle for \$100.00 an hour plus all costs, fees, and expenses. It is my understanding that your office would obtain necessary copies of the clerk's record and the reporter's record. It is also my understanding that this work would strictly be in the preparation of appellate briefs, although, in some instances you might want me to appear before the Appellate Court in oral argument.

If this is agreeable with you, and with the Commissioners' Court, please let me know and I will be happy to work on any assignments you may have on the basis I have outlined above.

Yours very truly,



Rick McPherson

RM:bp

314 W. WELLINGTON  
CARTHAGE, TX 75633  
(903) 693-0333  
FAX (903) 693-9366



JACK ELLETT  
SHERIFF

# PANOLA COUNTY SHERIFF'S DEPARTMENT

May 8, 2002


The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore  
Carthage, Texas 75633

Judge Cordray:

Please add the following amended request to the next scheduled Commissioner's meeting:

- 1) Catherine Smith will begin work as a Secretary effective May 11, 2002 at the rate of \$9.44 per hour.
- 2) Heather Chandler will begin work as Communication Officer effective May 11, 2002 at the rate of \$10.02 per hour.

Sincerely,

  
Jack Ellett  
Sheriff

JE/hc

CC: Sidney Burns  
Gloria Portman

HONESTY - INTEGRITY - DEDICATION

## NOTICE OF PROPOSED INSTALLATION PIPE AND /OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONERS COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT CARTHAGE, TEXAS

Formal notice is hereby give that:

Panda Bellamy Water Proposes to place a  
(COMPANY NAME)

1" Line within the Right-of-Way  
(PIPE SIZE)

of County Road: 3224 as follows:  
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.  
Installation shall be made by boring total length of line in Panola County is 42 ft.

✓ 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 5/8/02 day of \_\_\_\_\_ 2001.

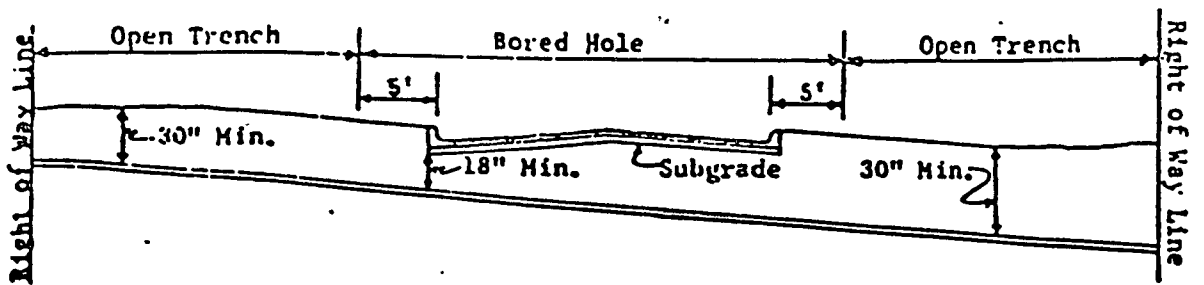
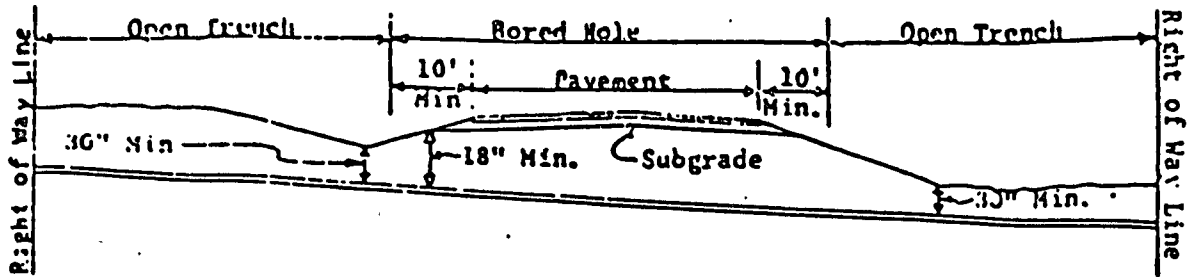
FIRM: Panola Bellamy Water  
 BY: E. A. Staple  
 TITLE: Operator  
 ADDRESS: P.O. Box 279  
Bellamy Ga. 31007  
 PHONE: (903) 642-0060

**SPECIAL SPECIFICATIONS  
 FOR PIPE LINES CROSSING IN BORED HOLES  
 AND PLACED PARALLEL TO COUNTY ROADS**

**GENERAL NOTE:** The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect To barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

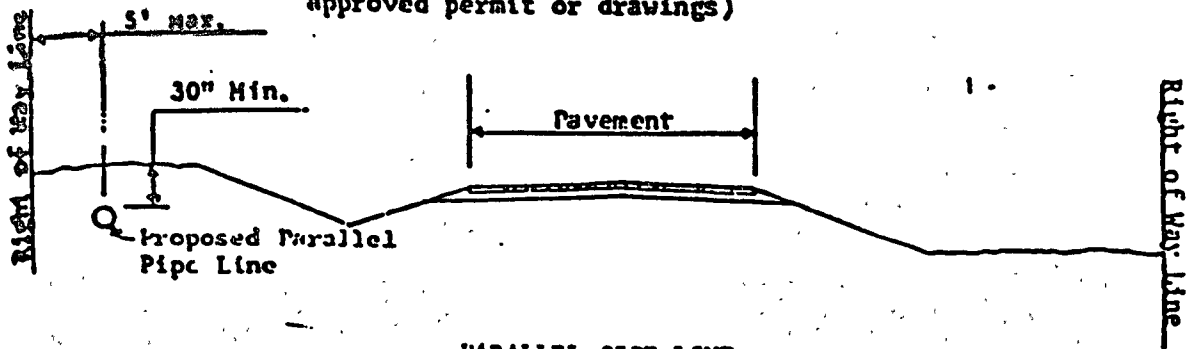
1. Exaction material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway where, in the opinion of the County, the support of the oil road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be remove from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operation. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be completed to the owners satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.

6. No trees or shrubbery shall be cut or trimmed with the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be complied with if with the city limits.



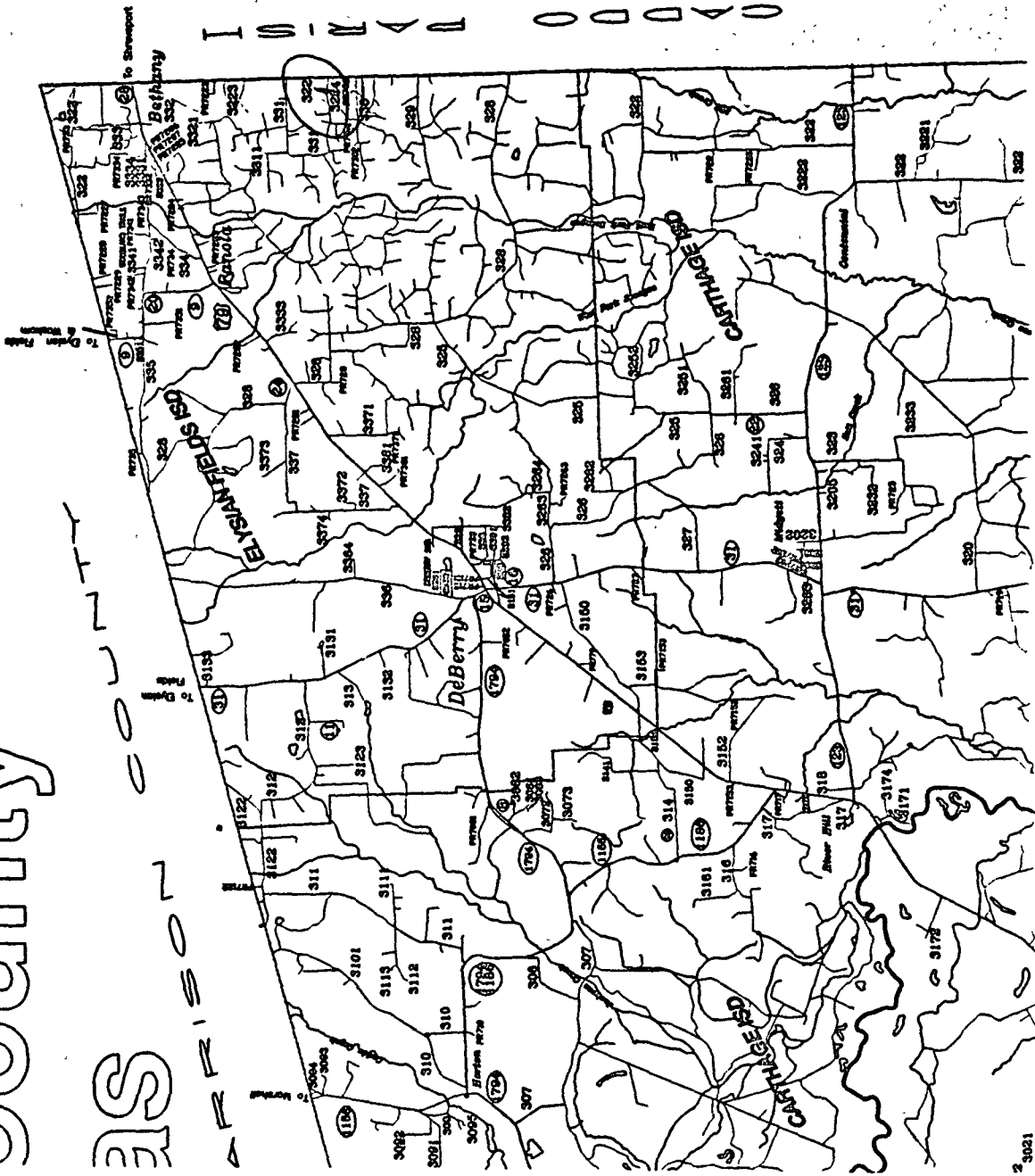
PIPE LINE CROSSING

(Unless otherwise shown on approved permit or drawings)



PARALLEL PIPE LINE

# County



## APPROVAL

May 13, 2002

TO: Panola-Bethany Water  
P. O. Box 279  
Bethany, Louisiana 71007

RE: CR #3224

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed 1" line 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.

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- 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

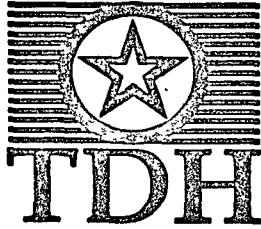
COMMISSIONERS:

- Precinct #1 Ronnie LaGrone
- Precinct #2 Doug Cotton
- Precinct #3 Hermon E. Reed, Jr.
- Precinct #4 Jimmy E. Davis

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**Texas Department of Health**

Eduardo J. Sanchez, M.D., M.P.H.  
Commissioner of Health

1100 West 49th Street  
Austin, Texas 78756-3199

<http://www.tdh.state.tx.us>  
1-888-963-7111

Gary R. Bego  
Chief Operating Officer

Charles E. Bell, M.D.  
Executive Deputy Commissioner

April 12, 2002

The Honorable John Cordray  
Panola County Judge  
110 S. Sycamore, Room 216-A  
Carthage, TX 75633

Dear Judge John Cordray:

This is to notify you that the department has certified to the State Comptroller of Public Accounts that your 2002 payment from tobacco settlement proceeds will be \$13,019.12. The Comptroller intends to transmit the payment by April 30, 2002.

Thank you for the timely submission of your expenditure statement, and please feel free to call me at (512) 458-7261 with any questions concerning this distribution.

Sincerely,

Peggy Belcher  
Office of Health Information and Analysis

cc: County Auditor

*An Equal Employment Opportunity Employer*

**INTERIM PANOLA COUNTY INDIGENT DEFENSE PLAN****LAW ENFORCEMENT RESPONSIBILITY**

The law enforcement agency having custody of the accused person shall take that person before a magistrate no later than forty-eight (48) hours after that person's arrest.

**MAGISTRATE'S RESPONSIBILITIES**

The Justices of the Peace of Panola County shall establish a plan to hold magistrate hearings each day. Such hearings shall inform the accused person of his right to counsel as provided by the Indigent Defense Act in addition to the magistrate's warnings as required by statute. A written record of the magistrate's warning and right to appointed counsel for indigent accused persons shall be made at the time of the hearing. After informing the accused person of his right to court appointed counsel, the Justice of the Peace shall furnish that person with an affidavit of indigency to complete if a request is made for counsel by such person. Upon completion of the request and affidavit, the magistrate shall forward it to the office of the District Judge or County Court At Law Judge at the Panola County courthouse. After receiving the request and affidavit, the District or County Court At Law Judge shall review the request and affidavit. Within three (3) working days of receiving the request and affidavit, the judge reviewing same shall either: (1) approve the request without a hearing and appoint counsel or, (2) conduct a hearing in the presence of the accused person to determine indigency. If the accused person is released from custody prior to appointment of counsel, then the judge shall determine indigency and appointment of counsel at the first court appearance of such person.

**DETERMINATION OF INDEGENCY**

In determining indigency, the judge shall consider: (1) the accused person's income, (2) the source of the accused person's income, (3) the assets and property owned by the accused person, (4) the accused person's outstanding obligations, expenses and debts, (5) the number and ages of accused person's children and dependants, (6) assets and income of the accused person's household if that is available to him, and (7) any other relevant factors or extenuating circumstances of the accused person. The judge may not consider whether the accused person has posted of is capable of posting bail except to the extent that it reflects the accused person's financial circumstances as measured by these listed factors.

**QUALIFICATIONS FOR COURT APPOINTED COUNSEL**

All attorneys licensed to practice law and who are a member in good standing with the State Bar of Texas are eligible to apply for appointment. Applicants must meet the minimum qualifications and continuing legal education standards to be considered as well as the following:

- A. An attorney shall reside in Panola County or maintain his/her principle office in Panola County or a city of an adjacent county no greater than sixty (60) miles from Carthage, Texas.
- B. An attorney shall have a secretary, receptionist, answering service or regularly monitored answering machine.
- C. An attorney shall have a functioning facsimile machine or an e-mail address, which is available at all times.
- D. An attorney shall have the ability to produce typed motions and orders.
- E. An attorney shall have on file with the judges a written request for the appointment to indigent accused persons that agrees to abide by all requirements and terms stated herein.
- F. An attorney shall promptly notify the judges of any changes to the information contained in the written request.
- G. An attorney shall promptly notify the judges of any matter that would disqualify such attorney from receiving appointments under these requirements and terms.
- H. An attorney shall personally contact the accused person within the first working day after receiving notice of appointment and personally interview the accused person as soon as practical after appointment.
- I. An attorney shall represent the accused person until the case is disposed of, the attorney is replaced by retained counsel, or permitted to withdraw by the judge presiding over the case.
- J. Only attorneys approved to provide representation in capital cases will be appointed to those cases where an accused person is charge with or indicted for capital murder.
- K. The judges reserve the right to appoint attorneys that are not on the list of qualified counsel for good cause.
- L. The judges may remove an attorney from the list of qualified counsel for failing to abide by these requirements and terms or for good cause.


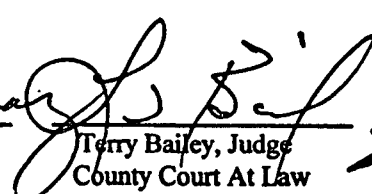

#### **FEE SCHEDULE FOR COURT APPOINTED COUNSEL**

The fee schedule adopted by the County Court At Law and 123<sup>rd</sup> District Courts of Panola County attached hereto shall remain in effect until amended by further order.

#### **EFFECTIVE DATE**

This plan shall become effective on January 1, 2002.

**SIGNED AND APROVED THIS 31<sup>ST</sup> DAY OF DECEMBER, 2001.**

		
John Cordray, Judge Panola County, Texas	Terry Bailey, Judge County Court At Law	Guy Corrin, Judge 123 <sup>rd</sup> Judicial District Court

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 947847

dated effective 05/20/1996  
(MONTH-DAY-YEAR)

on behalf of BOB FLEMING  
(PRINCIPAL)

and in favor of SHERIFF OF PANOLA COUNTY  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 05/20/2002  
(MONTH-DAY-YEAR)

and ending on 05/20/2003  
(MONTH-DAY-YEAR)

Amount of bond TWO THOUSAND \_\_\_\_\_ DOLLARS ( \$2,000)

Description of bond RESERVE DEPUTY

Premium: \$50.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on March 21, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY

By Mike McGavick  
PRESIDENT MIKE MCGAVICK



**CONTINUATION  
CERTIFICATE**

**AMERICAN STATES INSURANCE COMPANY**

**Indianapolis, Indiana, Surety upon**

a certain Bond No. **EX 947851**

dated effective **05/20/1996**  
(MONTH-DAY-YEAR)

on behalf of **KEVIN MAY**  
(PRINCIPAL)

and in favor of **SHERIFF OF PANOLA COUNTY**  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on **05/20/2002**  
(MONTH-DAY-YEAR)

and ending on **05/20/2003**  
(MONTH-DAY-YEAR)

Amount of bond **TWO THOUSAND** \_\_\_\_\_ **DOLLARS ( \$2,000)**

Description of bond **RESERVE DEPUTY**

Premium: **\$50.00**

**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on **March 21, 2002**  
(MONTH-DAY-YEAR)

**AMERICAN STATES INSURANCE COMPANY**

By *Mike McGavick*  
**PRESIDENT MIKE MCGAVICK**



AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. 5981239

dated effective 04/13/2001  
(MONTH-DAY-YEAR)

on behalf of SCOTT GOOLSBY  
(PRINCIPAL)

and in favor of CONSTABLE OF PCT 2 & 3  
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 04/13/2002  
(MONTH-DAY-YEAR)

and ending on 04/13/2003  
(MONTH-DAY-YEAR)

Amount of bond TWO THOUSAND \_\_\_\_\_ DOLLARS ( \$2,000)

Description of bond RESERVE DEPUTY CONSTABLE

Premium: \$50.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on February 12, 2002  
(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY

By Mike McGavick  
PRESIDENT MIKE MCGAVICK



PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02  
*John Cordray*  
John Cordray,  
County Judge

NAME: Jack Ellett  
POSITION: Sheriff  
DEPARTMENT: Sheriff  
DATE: 4/22/02

CONFERENCE: Texas Jail Conference  
LOCATION: San Antonio, TX  
DATES: May 20, 2002 to May 24, 2002  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? 24 HRS

How much of your requirements have been met already, not counting this conference?  
None

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

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.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED  
05-13-02

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

*John Cordray*  
John Cordray,  
County Judge

NAME: Darlton Calcote  
POSITION: Senior Jailer  
DEPARTMENT: PCSD  
DATE: 4-29-02

CONFERENCE: 11th Annual Texas Jail Conference  
LOCATION: San Antonio, TX  
DATES: May 19, 2002 to May 24, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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

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

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

None

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

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02

*John Cordray*  
John Cordray,  
County Judge

NAME: Mark Brown  
POSITION: Jailer  
DEPARTMENT: PCSO  
DATE: 4-29-02

CONFERENCE: 11th Annual Texas Jail Conference  
LOCATION: San Antonio, TX  
DATES: May 19 to May 24

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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

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

How much of your requirements have been met already, not counting this conference?  
None

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

APPROVED  
05-13-02

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

*John Cordray*  
John Cordray,  
County Judge

NAME: SUE GRAFTON

POSITION: COUNTY CLERK

DEPARTMENT: " "

DATE: MAY 2, 2002

CONFERENCE: 107TH ANNUAL COUNTY & DISTRICT CLERK CONFERENCE

LOCATION: LUBBOCK, TEXAS

DATES: JUNE 23 to JUNE 27, 2002

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

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

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

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

16HRS

How many days have you been away from your job this year for conferences, not counting this conference? 4 DAYS

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.)

I THINK THERE WILL BE A DISCUSSION ABOUT TRYING TO TAKE THE REAL ESTATE RECORDS  
OUT OF THE OPEN RECORDS ACT SO THE COUNTIES CAN GET THE MONEY FROM THE COPIES  
INSTEAD OF THE COMPANIES LIKE TEXAS DOCUMENT IMAGING & RETRIEVAL SYSTEM LLC.  
SEE COPY ATTACHED.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02  
*John Cordray*  
John Cordray,  
County Judge

NAME: Sandra King  
POSITION: District Clerk  
DEPARTMENT: District Clerk  
DATE: 5-2-02

CONFERENCE: Annual Conference  
LOCATION: Subrock, TN  
DATES: June 23-27- to \_\_\_\_\_  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 7

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

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)  
To review the process and update on the State Disbursement Unit (Child Support) Also, an update on completing forms on Acknowledging + Acknowledgment of Paternity Certification forms

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02

*John Cordray*  
John Cordray,  
County Judge

NAME: Betty Adkerson  
POSITION: Election Administrator  
DEPARTMENT: Voter Office  
DATE: 5-6-02

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CONFERENCE: Election Law Seminar  
LOCATION: Austin Tx  
DATES: August 20, 02 to August 23, 02  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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

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

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

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

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

To stay updated with the voting laws in order to serve the Panola County citizens.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02  
*John Cordray*  
John Cordray,  
County Judge

NAME:

*Helen Lloyd*

POSITION:

*Deputy Voter Registrar*

DEPARTMENT:

*Voter Office*

DATE:

*5-6-02*

CONFERENCE:

*Election Law Seminar*

LOCATION:

*Austin, TX*

DATES:

*August 20, 02 to August 23, 02*

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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

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

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

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

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

*To stay updated with the voting laws  
in order to serve the Panola County  
Citizens.*

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02

*John Cordray*  
John Cordray,  
County Judge

NAME: TERRY BAILEY

POSITION: JUDGE CCL

DEPARTMENT: \_\_\_\_\_

DATE: 5/7/02

CONFERENCE: TEXAS COLLEGE JUDICIAL STUDIES

LOCATION: AUSTIN

DATES: MAY 19, 2002 to MAY 24, 2002

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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

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

HAVE met, different studies

How many days have you been away from your job this year for conferences, not counting this conference? 3

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.)

Conference attendance is by invitation is reserved  
for judges with four years bench experience.

VOL  
39 PAGE 645

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED  
05-13-02  
*John Cordray*  
John Cordray,  
County Judge

NAME: *Paul Hester*  
POSITION: *Tax A/C*  
DEPARTMENT: *Tax Office*  
DATE: *5/7/02*

CONFERENCE: *ZACA Accounting Course*  
LOCATION: *Lufkin*  
DATES: *5/28/02* to *5/30/02*  
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: *3*

Does the conference meet your educational requirements for the year? *Y*

If not, how much of your requirements will be met by this conference? *15 CUs*

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

*55*  
*77 of 75 CUs to be completed by 10-18-04*

How many days have you been away from your job this year for conferences, not counting this conference? *3*

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.)

*Accounting methods in the County*  
*Tax Office - ways to streamline the accounting*  
*system and detect errors etc.*

# ACTION

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# ITEMS

anola County  
3 May 2002  
E SOFTWARE GROUP, INC.

## ACCOUNTS PAYABLE SYSTEM

08:10:38am

Open Invoices thru 05/13/02

PAGE 1

	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
Due 2681-A T & T OHANA	\$729.43	_____	\$0.00	\$ 729.43
Due 2783-A T & T WIRELESS SERVICE	\$665.75	_____	\$0.00	\$ 665.75
Due 605-ABC AUTO PARTS	\$21.02	_____	\$0.00	\$ 21.02
Due 1301-ADAMS OIL COMPANY	\$17519.40	_____	\$0.00	\$ 17519.40
Due 135-ALLTEL	\$64.58	_____	\$0.00	\$ 64.58
Due 1444-AMERICAN FIDELITY ASSURA	\$320.50	_____	\$0.00	\$ 320.50
Due 229-ANDERSON TRACTOR SALES	\$330.51	_____	\$0.00	\$ 330.51
Due 1762-ANDY FAVORS	\$8.12	_____	\$0.00	\$ 8.12
Due 32-ARCH	\$11.80	_____	\$0.00	\$ 11.80
Due 2451-ART BARNETT	\$120.00	_____	\$0.00	\$ 120.00
Due 2833-AUTO EXPRESS LUBE 1112 WE	\$22.95	_____	\$0.00	\$ 22.95
Due 1491-AUTOMATED RECORDS SERVI	\$1135.00	_____	\$0.00	\$ 1135.00
Due 423-B & B LOCKSMITH	\$40.50	_____	\$0.00	\$ 40.50

Boola County  
HE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 2

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
• Due 562-BAXTER SALES CO INC.	\$498.94			\$0.00			\$ 498.94
• Due 524-BOBBY J. PHILLIPS	\$850.00			\$0.00			\$ 850.00
• Due T.6787-BONNIE L. LYNCH	\$20.00			\$0.00			\$ 20.00
• Due 1541-BYRON MCILLEN	\$253.09			\$0.00			\$ 253.09
• Due 6-CAIN HARDWARE AND LUMBER CO \$439.43	\$439.43			\$0.00			\$ 439.43
• Due 3805-CANON FINANCIAL SERVICES \$184.00	\$184.00			\$0.00			\$ 184.00
• Due 124-CARTHAGE AG & VET SUPPLY \$438.65	\$438.65			\$0.00			\$ 438.65
• Due 95-CARTHAGE OFFICE SUPPLY, I \$1526.24	\$1526.24			\$0.00			\$ 1526.24
• Due 158-CASSITY JONES HARDWARE \$333.91	\$333.91			\$0.00			\$ 333.91
• Due 232-CENTRAL UNITED LIFE INSUR \$684.52	\$684.52			\$0.00			\$ 684.52
• Due 442-CHARLES BAILEY \$75.00	\$75.00			\$0.00			\$ 75.00
• Due 753-CHEN-SERV INC. \$584.65	\$584.65			\$0.00			\$ 584.65
• Due 42-CHEROKEE COUNTY \$1450.00	\$1450.00			\$0.00			\$ 1450.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1932-CHIEF SUPPLY INC	\$229.93			\$0.00			\$ 229.93
<hr/>							
* Due 97-CITY OF CARTHAGE	\$23350.00			\$0.00			\$ 23350.00
<hr/>							
* Due 3074-CLAYTON LAGRONE	\$75.00			\$0.00			\$ 75.00
<hr/>							
* Due 3263-CLIFF CARPENTER, JR. & B	\$2361.18	M		\$0.00			\$ 2361.18
<hr/>							
* Due 256-CONLEY LOTT NICHOLS	\$545.58			\$0.00			\$ 545.58
<hr/>							
* Due 196-CONSECO SENIOR HEALTH INS	\$129.70			\$0.00			\$ 129.70
<hr/>							
* Due 195-COREY BANKHEAD	\$6899.75			\$0.00			\$ 6899.75
<hr/>							
* Due 28-CRAIG MILAM ELECTRIC	\$352.37			\$0.00			\$ 352.37
<hr/>							
* Due 43-D & C CLEANING CONTRACTORS	\$570.00			\$0.00			\$ 570.00
<hr/>							
* Due 192-BANKA OFFICE IMAGING CO	\$286.41			\$0.00			\$ 286.41
<hr/>							
* Due 3240-DEBBIE'S BEST WATER STORE	\$26.35			\$0.00			\$ 26.35
<hr/>							
* Due 1906-DECISIONONE CORPORATION	\$17.84			\$0.00			\$ 17.84
<hr/>							
* Due 2979-OP SOLUTIONS INC	\$544.84			\$0.00			\$ 544.84
<hr/>							
* Due 3194-DWANA DORSEY	\$200.00			\$0.00			\$ 200.00

anola County  
NE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002  
PAGE 4

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 2791-EARTHGRAINS BAKING COS I	\$392.88		\$0.00		\$ 392.88
* Due 909-EAST TEXAS HACK SALES INC	\$100.30		\$0.00		\$ 100.30
* Due 1475-EAST TEXAS POULTRY SUPPLY	\$50.97		\$0.00		\$ 50.97
* Due 2870-ENER RESOURCE PA ETNC CA	\$357.00		\$0.00		\$ 357.00
* Due 1451-ERGM	\$4157.01		\$0.00		\$ 4157.01
* Due 2066-ETNC CARTHAGE	\$21896.77		\$0.00		\$ 21896.77
* Due 3026-ETOX	\$1588.70		\$0.00		\$ 1588.70
* Due 93-EXCEL FORD LINCOLN MERCUR	\$2034.24		\$0.00		\$ 2034.24
* Due 2047-EXXON/GECC-CSI	\$27.13		\$0.00		\$ 27.13
* Due 1815-FAITH COMMUNICATIONS	\$440.95		\$0.00		\$ 440.95
* Due 14-FIRMIN'S OFFICE CITY	\$600.44		\$0.00		\$ 600.44
* Due 1161-FLORENCE SINS	\$236.50		\$0.00		\$ 236.50
* Due 53-FUTURE EQUIPMENT CO INC	\$28.45		\$0.00		\$ 28.45

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 5

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 320-GALL'S INC	\$190.92	_____	_____	\$0.00	_____	_____	\$ 190.92
* Due 3195-GARY SINGLETON	\$45.00	_____	_____	\$0.00	_____	_____	\$ 45.00
* Due 2712-GLAXOSMITHKLINE FINANCIAL	\$2325.00	_____	_____	\$0.00	_____	_____	\$ 2325.00
* Due 654-GLORIA R. PORTMAN	\$423.52	_____	_____	\$0.00	_____	_____	\$ 423.52
* Due 1507-GRAY'S WHOLESALE TIRE DISTRIBUTION	\$948.00	_____	_____	\$0.00	_____	_____	\$ 948.00
* Due 3261-HENRY SCHEIN INC	\$97.50	_____	_____	\$0.00	_____	_____	\$ 97.50
* Due 370-HIGH POINT COMMUNICATIONS	\$53.76	_____	_____	\$0.00	_____	_____	\$ 53.76
* Due 3255-HOLT COMPANY OF TEXAS	\$331.11	_____	_____	\$0.00	_____	_____	\$ 331.11
* Due 1000-IKON OFFICE SOLUTIONS	\$131.42	_____	_____	\$0.00	_____	_____	\$ 131.42
* Due 3262-INTELLIGENT CONCEPTS	\$384.00	_____	_____	\$0.00	_____	_____	\$ 384.00
* Due 3156-INTOXINETERS	\$97.50	_____	_____	\$0.00	_____	_____	\$ 97.50
* Due 2866-IOS CAPITAL	\$233.00	_____	_____	\$0.00	_____	_____	\$ 233.00
* Due 575-JACK ELLETT	\$150.00	_____	_____	\$0.00	_____	_____	\$ 150.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

	Gross Amount	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 2886-JAMES KEITH KNIGHT	\$87.50		\$0.00		\$ 87.50
* Due 3032-JODEE PLANT FARR	\$251.41		\$0.00		\$ 251.41
* Due 1230-KATHY SLAGLE	\$11.26		\$0.00		\$ 11.26
* Due 5-KEN TURNER PHARMACY	\$8.29		\$0.00		\$ 8.29
* Due 943-KEVIN LAKE	\$27.04		\$0.00		\$ 27.04
* Due 2585-KEY ENERGY SERVICES INC	\$17.00		\$0.00		\$ 17.00
* Due 217-KILGORE COLLEGE	\$5.00		\$0.00		\$ 5.00
* Due 3209-LANDS'END	\$52.95		\$0.00		\$ 52.95
* Due 3196-LAVENIA MOORE	\$30.00		\$0.00		\$ 30.00
* Due 443-LINNER PERKINS	\$75.00		\$0.00		\$ 75.00
* Due 1313-LONGVIEW ASPHALT INC	\$76425.40		\$0.00		\$ 76425.40
* Due 1404-NERVIN SCOTT	\$75.00		\$0.00		\$ 75.00
* Due 1945-MID-AMERICAN RESEARCH CH	\$295.19		\$0.00		\$ 295.19
* Due 425-NORRIS SANFORD JR.	\$650.00		\$0.00		\$ 650.00

Panola County  
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

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Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 2148-MORRISON SUPPLY COMPANY	\$1925.00		\$0.00		\$ 1925.00
* Due 1606-DEC CORPORATION	\$421.60		\$0.00		\$ 421.60
* Due 047-OFFICE DEPOT INC.	\$575.93		\$0.00		\$ 575.93
* Due 3202-OLNSTED-KIRK PAPER CONPA	\$107.60		\$0.00		\$ 107.60
* Due 2773-ONNI SAN ANTONIO	\$833.95		\$0.00		\$ 833.95
* Due 3039-ONNIBASE SERVICES INC	\$324.00		\$0.00		\$ 324.00
* Due 512-PANOLA COUNTY GENERAL FUN	\$267.81		\$0.00		\$ 267.81
* Due 737-PANOLA POST/WATCHMAN	\$89.40		\$0.00		\$ 89.40
* Due 677-PAYROLL TAXES & BENEFI	\$536969.03		\$0.00		\$ 536969.03
* Due 103-PEGUES-HURST MOTOR CO.	\$160.66		\$0.00		\$ 160.66
* Due 47-PINEYWOODS BUSINESS FORMS	\$916.25		\$0.00		\$ 916.25
* Due 243-PIPPEN MOTOR COMPANY	\$817.13		\$0.00		\$ 817.13
* Due 3197-PRINCESS WILLIAMS	\$20.00		\$0.00		\$ 20.00

Paula County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002  
PAGE 8

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 3062-QUALITY FOODS INC	\$3131.00		\$0.00		\$ 3131.00
* Due 412-QUILL CORPORATION	\$406.12		\$0.00		\$ 406.12
* Due 60-R & J'S CUSTOM EXHAUST & RU\$30.00	0		\$0.00		\$ 30.00
* Due 1935-R. F. AVERY	\$290.00		\$0.00		\$ 290.00
* Due 310-RADIO SHACK	\$13.98		\$0.00		\$ 13.98
* Due 129-RANCLAND	\$97.95		\$0.00		\$ 97.95
* Due 41-RAYMOND C. SCHIEFFER CPA	\$375.00		\$0.00		\$ 375.00
* Due 313-REEVES MOTOR SALES INC.	\$101.79		\$0.00		\$ 101.79
* Due 3059-RELIABLE OFFICE SUPPLIES	\$109.26		\$0.00		\$ 109.26
* Due 1332-RICHARD BALLENGER	\$46.00		\$0.00		\$ 46.00
* Due 148-ROCHE DIAGNOSTIC SYSTEMS	\$409.50		\$0.00		\$ 409.50
* Due 9-ROSS CIT60	\$493.43		\$0.00		\$ 493.43
* Due 189-SBC SOUTHWESTERN BELL TELE	\$31.22		\$0.00		\$ 31.22

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 9

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 1550-SCHWAAB	\$92.10	_____	_____	\$0.00	_____	_____	\$ 92.10
* Due 31-SCOTT-MERRINAN, INC.	\$1869.40	_____	_____	\$0.00	_____	_____	\$ 1869.40
* Due 136-SHELBY LP GAS COMPANY	\$49.65	_____	_____	\$0.00	_____	_____	\$ 49.65
* Due 198-SHENANDOAH LIFE INSURANCE	\$895.25	_____	_____	\$0.00	_____	_____	\$ 895.25
* Due 576-SHERRY JONES	\$11.26	_____	_____	\$0.00	_____	_____	\$ 11.26
* Due 2711-STEPHEN C. NAHAFFEY	\$900.00	_____	_____	\$0.00	_____	_____	\$ 900.00
* Due 3219-STUDIO 23	\$21.00	_____	_____	\$0.00	_____	_____	\$ 21.00
* Due 3216-SUE PRUITT	\$50.00	_____	_____	\$0.00	_____	_____	\$ 50.00
* Due 574-TEXAS JAIL ASSOCIATION	\$375.00	_____	_____	\$0.00	_____	_____	\$ 375.00
* Due 3009-TEXAS PARKS & WILDLIFE	\$1173.85	_____	_____	\$0.00	_____	_____	\$ 1173.85
* Due 3002-TEXAS PARKS & WILDLIFE	\$311.10	_____	_____	\$0.00	_____	_____	\$ 311.10
* Due 1142-TEXAS STEEL CULVERT CO	\$3643.28	_____	_____	\$0.00	_____	_____	\$ 3643.28
* Due 231-THE PATTERSON INSURANCE	\$342.00	_____	_____	\$0.00	_____	_____	\$ 342.00
* Due 161-THE SOFTWARE GROUP	\$150.00	_____	_____	\$0.00	_____	_____	\$ 150.00

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 10

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

* Due 1-TOLEDO AUTOMOTIVE	\$2401.21		\$0.00		\$ 2401.21
* Due 854-TRACY ANDERSON	\$317.36		\$0.00		\$ 317.36
* Due 1715-TRANSCOR AMERICA INC	\$691.15		\$0.00		\$ 691.15
* Due 1896-UNIFIRST	\$719.47		\$0.00		\$ 719.47
* Due 3031-UPSHUR COUNTY	\$11505.05		\$0.00		\$ 11505.05
* Due 1650-USPS DISBURSING OFFICER	\$225.00		\$0.00		\$ 225.00
* Due 91-VIKING OFFICE PRODUCTS	\$52.96		\$0.00		\$ 52.96
* Due 607-WALLACE TIRES	\$111.00		\$0.00		\$ 111.00
* Due 2971-WALHART COMMUNITY BRC	\$371.99		\$0.00		\$ 371.99
* Due 3264-WARREN BIGGS	\$134.00		\$0.00		\$ 134.00
* Due 2533-WEST GROUP	\$181.41		\$0.00		\$ 181.41
* Due 1291-WORTHINGTON PLUMBING CO	\$304.00		\$0.00		\$ 304.00
* Due 64-XEROX CORPORATION	\$574.60		\$0.00		\$ 574.60

Panola County  
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM  
Open Invoices thru 05/13/02

13 May 2002

PAGE 11

Gross Amount. Req. Req. Discount Req. Req. Net Amt.....

Totals	\$755686.75		\$0.00		\$ 755686.75
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343 records listed.

PANOLA COUNTY RURAL  
FIRE PREVENTION DISTRICT NO. 1  
BOARD OF COMMISSIONERS APPOINTMENT

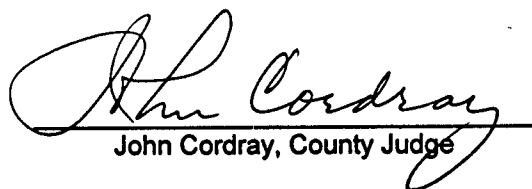
VOL 39 PAGE 657

We, the Commissioners Court of Panola County, Texas meeting in Regular Session this 13<sup>th</sup> day of May, 2002 do hereby appoint the following person to the PANOLA COUNTY FIRE PREVENTION DISTRICT NO. 1 BOARD OF COMMISSIONERS to fill the unexpired term of Maxie Lake, who resigned effective April 16, 2002:

**ROY LANGFORD**

This appointment commences immediately and ends December 31, 2002.

**PASSED UNANIMOUSLY** this 13th day of May, 2002 in open court.

  
John Cordray, County Judge

McChristian and Associates Field Services, Inc.

For:

AEP/Southwestern Electric Power  
1221 Karnes Road  
Longview, Texas 75604

April 11, 2002

Panola County Courthouse  
Attn: Mr. Ronnie LaGrone  
Commissioner, Precinct 1  
110 S. Sycamore  
Carthage, Texas 75633

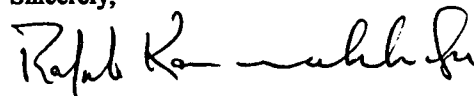
Ref: SWEPCO Right Of Way Easement in Carthage, Texas.

Enclosed are two copies of a right-of-way easements. The following instructions should be helpful in handling this paperwork:

- (1) In the lower right hand corner have an appropriate person sign the easement form.
- (2) Fill in the date.
- (3) A Notary will need to complete the Acknowledgement form and affix legal seal to same.
- (4) Please return one copy to McChristian and Associates Field Services, Inc.— 210 McKinnon Drive, Kilgore, Texas 75662 who will record the instrument for SWEPCO, and retain a copy for your records.

Thank you for your time and consideration in this matter.

Sincerely,



Ralph Kammerlohr, Jr.  
Contract Right of Way Agent  
Home/Office (903) 984-1425 Pager (903) 234-5888 Mobile (903) 720-5045

RIGHT OF WAY AND EASEMENT

STATE OF TEXAS

COUNTY OF PANOLA

GRANTOR(S) Panola County in consideration of one dollar and/or other good and valuable considerations, receipt of which is acknowledged, have and by these presents do grant and convey unto GRANTEE, Southwestern Electric Power Company, a Delaware Corporation, whose address is 428 Travis Street, P.O. Box 21106, Shreveport, Louisiana 71156, its associated and allied companies and their respective successors and assigns, herein referred to as GRANTEE, a perpetual right of way and easement over and through a part of the following described property:

Grantor's tract of land being that certain 1.172 acres, more or less, situated within and being a part of the George Goodwin Survey (A-224), and being all or a part of the same land described in Volume 963, Page 299, Deed Records of Panola County, Texas.

Swepeco right-of-way easement being identified by Swepeco drawing for W.O. 24941200 attached to and being made a part of this instrument.

W.O. 24941200

With the right to construct, reconstruct, repair, replace, change the size and capacity of, modify, operate, maintain, inspect, remove, a line or lines of underground and/or overhead facilities, including, but not limited to, poles, structures, wires, cables, conduits, guys, anchors, and other fixtures and equipment as the GRANTEE may from time to time require for the distribution of electric current, and other forms of energy, and for the transmission or communication of data, audio and video information. Together with the right of ingress and egress to said right of way and easement at all times (only with prior permission of the Panola County Judge, except in the case of an emergency) with equipment and personnel across GRANTOR'S lands for the purpose of constructing, operating and maintaining said lines and related facilities and making all necessary repairs, alterations or removal of any of its property placed thereon, provided that GRANTEE shall repair, replace, or pay for actual damages which may be the result of construction, maintenance and operation of its facilities. GRANTOR shall not construct nor permit to be constructed, any structure or building of any type or nature, including swimming pools, on or adjacent to the said easement right of way that would prevent the use of endanger the said facilities or that would cause a violation of the National Electric Safety Code. In addition, the GRANTEE may trim, treat, cut down, or remove any trees, growth, and vegetation without incurring damages (within the right of way or which could grow into the right of way) which may interfere with GRANTEE'S lines and other facilities.

To have and hold the above described easement and rights unto the GRANTEE, its successors and assigns, forever or until said right of way and easement is finally abandoned.

SIGNED AND DATED, this 13 day of May, 2002.

PANOLA COUNTY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: John Cordray

John Cordray

TITLE: County Judge

When Recorded Return To: SWEPCO 1221 Karnes Road Longview, TX 75604

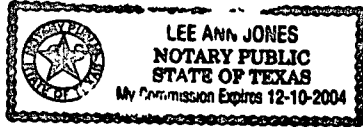
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Panola

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John Cardrau known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of May, 2002



Lee Ann Jones  
Notary Public

My Commission Expires 12-10-2004

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw \_\_\_\_\_, the person(s) who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the Grantor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(L.S.)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

CORPORATION ACKNOWLEDGEMENT

THE STATE OF TEXAS

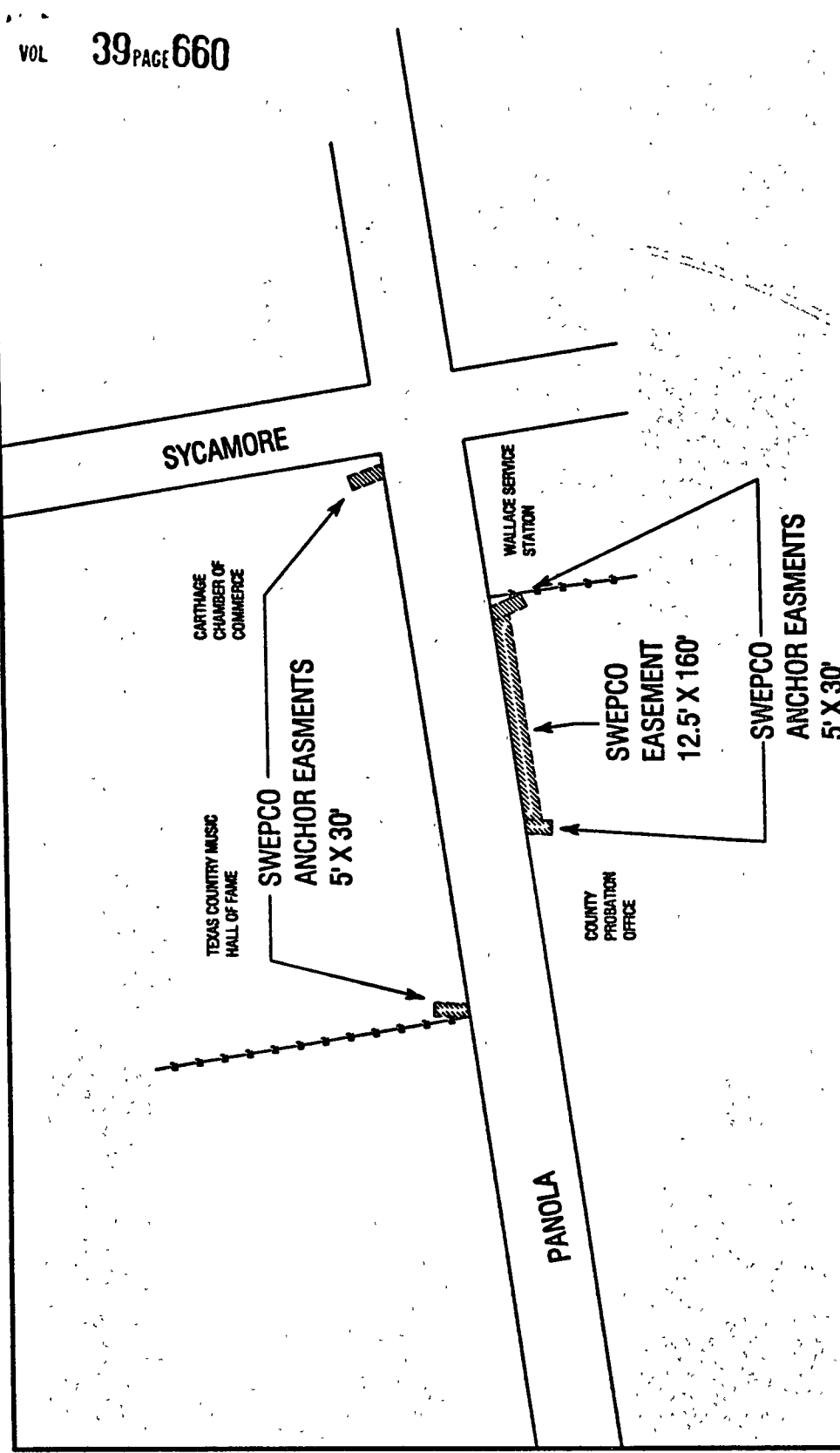
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said \_\_\_\_\_, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(L.S.)

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



Customer: TEXAS COUNTRY MUSIC HALL OF FAME		Acct#: 7197602	Construction Work Center: CARTHAGE CONSTRUCTION	
Address: 310 W. PANOLA		PH. #: 903-693-3038	Substation: CARTHAGE	
Town: CARTHAGE		ST: TX	Zip: 75633	Req. Comp: 3/29/2002
Further Location Info:		One Ct. Loc. #:		
Budget Sch: EDN102201	Tree Trim: \$	R.O.W: \$	CIAC: \$ 10,765	EAR: \$
Job Description: RELOCATE 2 SPANS OF 3#636AAC 12.5 KV PRIMARY FROM NORTH SIDE OF PANOLA TO SOUTH SIDE OF PANOLA AT REQUEST OF TEXAS COUNTRY MUSIC HALL OF FAME.		Priority Code: 19	W. O. #: 24941200	Step #: 35
			Date: 3/7/2002	Constructed By:
				Date:

**ALP SOUTHWESTERN ELECTRIC POWER**

- Existing
- Install
- Remove
- R. O. W.



**INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF  
UPSHUR AND PANOLA CONCERNING HOLDING OF PANOLA  
COUNTY PRISONERS IN THE UPSHUR COUNTY JAIL**

**THE STATE OF TEXAS**

**COUNTIES OF UPSHUR AND PANOLA**

WHEREAS, Upshur County, Texas has a jail facility adjacent to its existing Jail in the City of Gilmer capable of housing other county excess prisoner population; and

WHEREAS, Panola County, Texas currently maintains an average jail population which exceeds its certified maximum pursuant to the latest rules enacted by the Texas Commission on Jail Standards and has an existing need to house some of its prisoners in facilities outside of Panola County, Texas; and

WHEREAS, it is the desire of both counties to use extra jail space in Upshur County to house excess prisoners from Panola County and this creates a mutually beneficial circumstance which gives rise to a need for both counties to contractually agree as to the terms and conditions by which such Panola County prisoners may be held in the Upshur County jail;

NOW, THEREFORE, Upshur County, Texas and Panola County, Texas, each acting herein by and through their duly authorized County Judges, after due consideration and approval of this contract by their respective Commissioners Courts, do hereby covenant, stipulate and agree by and between themselves as follows:

1. As the need to house prisoners in other locations continues in Panola County, and the availability of otherwise unused bed space continues in the jail facilities in Upshur County; Upshur County, acting through its serving sheriff, may accept prisoners from Panola County to be held, maintained and guarded in the jail facilities of Upshur County at the following daily rates per prisoner per day:  
\$40.00 per day per prisoner. Any prisoners delivered during any 24 hour period who is accepted by Upshur County for less than the full 24 hours of that day shall

be considered to have been held for that day and payment shall be made by Panola County to Upshur County on the first day of each month beginning with the month following the first day on which prisoners from Panola County are accepted by Upshur County. Upshur County shall document the number of prisoners and the number of days and shall furnish a monthly report of such to Panola County by delivery of the same to its serving Sheriff with a copy to its serving County Judge.

2. Upshur County shall reserve the right, based on its own jail population needs as determined solely within the discretion of the Upshur County Sheriff, to accept or to refuse to accept any prisoners tendered to it by Panola County at any time throughout the existence of this agreement.
3. Upon the acceptance of Panola County prisoners by Upshur County, acting through its Sheriff, Panola County shall cause such prisoners to be delivered to the County Jail Facility in Gilmer, Texas, and any delivery or transportation needs for such prisoners requiring them to leave the confines of the Upshur County Jail shall be met and supplied by Panola County and in no event shall Upshur County be required to transport either for delivery or return, or any other reason, the Panola County prisoners delivered to and accepted by it.
4. Panola County, in addition to the daily rate per prisoner specified above, shall also and additionally be financially responsible for all medical costs incurred by its prisoners while in the custody of the Upshur County Jail; and Panola County shall additionally be financially responsible for any other costs or expenses which exceed the ordinary, usual and customary costs expected of prisoners housed within its Jail. Such unusual and non-customary costs which would be paid by Panola County include special diet foods, beverages or other requirements; special

educational requirements or materials; costs or expenses incurred for damage to any person or property or anyone by a prisoner from Panola County while in the custody of Upshur County; as well as any indigent health care costs, court costs, or legal costs, associated with any conduct, need or action of Panola County prisoner while in the custody of Upshur County. All transfers, transportation and delivery costs of Panola County prisoners shall be borne by Panola County including transfers to and from court appearances, hearings, as well as delivery to and from medical, mental or other treatment facilities.

5. Any prisoner delivered from Panola County to Upshur County who shall be held at any time as "Blue Warrant" prisoner, as that term is generally accepted in the field of law enforcement in the State of Texas, shall, be the full and complete obligation of Panola County, and any funds payable by the State of Texas to Panola County for such "Blue Warrant" prisoner shall be retained and delivered to Panola County, even if such prisoner may be physically present in the jail facilities of Upshur County.
6. If at any time a Panola County prisoner is in the custody of Upshur County, the Upshur County Sheriff, acting in his sole and absolute discretion, shall determine that such prisoner should, for any reason, be returned to Panola County, then upon two (2) hours notice the Panola County Sheriff's Department, agrees to take possession and re-delivery of such prisoner into its custody at the Upshur County Jail without question or objection and such determination as made by the Upshur County Sheriff or his designee shall not be subject to any judicial review.
7. Both parties agree that it is possible that while a Panola County prisoner is in the care or custody of Upshur County that such prisoner shall cause physical, bodily or property damage to one or more persons or to various property, including the

detention facility. As a part of this agreement and based on the consideration extended by the Upshur County to Panola County and as a part hereof, Panola County agrees to fully and completely indemnify and hold harmless Upshur County, its Sheriff, Deputies, elected official, employees, agents and contractors from any and all damages, harm or liability of any type or nature, caused either directly or indirectly by an Upshur County prisoner acting alone or in concert with any other prisoner, including Upshur County prisoners, while in the care and custody of Upshur County, or being delivered to or received from Upshur County

✓ pursuant to the terms of this agreement: such indemnification shall include all cost or damages, judgments, fees and expenses, including, but not in any manner limited to: attorney's fees, court cost, investigative fees and other out-of-pocket expenses. Such indemnification shall include the right of Upshur County, if named in any litigations or other judicial proceeding as a result of the conduct of any Panola County prisoner to retain it's own counsel of it's own choosing, whose fees and expenses shall be directly paid by Panola County as a part of such indemnification.

This agreement and the terms hereof shall be fully binding on each of the undersigned Counties, and this agreement shall remain in effect for one (1) year from the date hereof, and automatically renew each year thereafter unless either County, acting through their respective Commissioners Court, may duly adopt a resolution to terminate same by either party. Any dispute regarding the terms or condition hereof shall be fixed in Upshur County, Texas, and any prevailing party in any judicial proceeding related to this agreement or involving any of the terms hereof shall be entitled to recover its cost and attorneys fees from the non-prevailing party which shall be in addition to any other sums due or payable hereunder. Any sums due to Upshur County by Panola County and not paid within thirty (30) days of the date of such are demanded or otherwise due

shall accrue interest thereafter and until paid at the rate of twelve percent (12%) per annum.

This agreement and the terms set forth above constitute the entire agreement regarding these matters as between Panola County and Upshur County and all prior negotiations, and understandings have been merged herein and made a part hereof, there are no oral agreements or understandings which survive the execution of this written agreement.

WITNESS THE EXECUTION HEREOF, in duplicate, this 13 day of May, 2002.

PANOLA COUNTY

BY John Cordray  
JOHN CORDRAY, COUNTY JUDGE

ATTEST:

Sue Grafton  
SUE GRAFTON, PANOLA COUNTY CLERK



UPSHUR COUNTY

BY Charles Still  
CHARLES STILL, COUNTY JUDGE

Rex Shaw  
REX SHAW, UPSHUR COUNTY CLERK

**RESOLUTION 2002-02**

**TEXAS DEPARTMENT OF PROTECTIVE  
AND REGULATORY SERVICES**

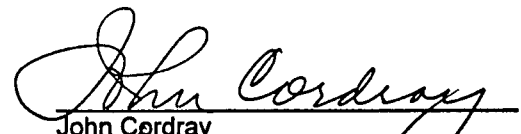
WHEREAS, Panola County desires to enter into a contract with Texas Department of Protective and Regulatory Services, a Title IV-E Child Welfare Services Contract; and

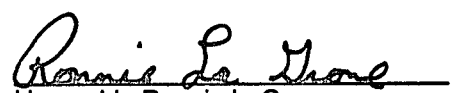
WHEREAS, the contract at XI.B requires a designation of authorized signatory for contractor (Panola County); and

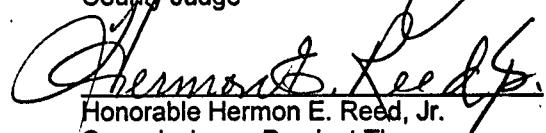
WHEREAS, the County Judge is the normal signatory for all contracts on behalf of a county, unless another person is so designated by the Commissioners' Court;

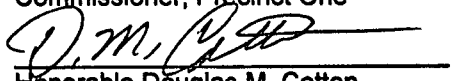
NOW, THEREFORE, BE IT RESOLVED by the Commissioners' Court of Panola County, Texas meeting in a properly called Open Meeting of the Court, that the County Judge is designated as the signatory for Contract #2002042976 between the Texas Department of Protective and Regulatory Services and Panola County.

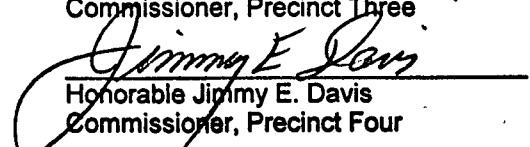
PASSED, APPROVED, and ADOPTED in Open Court this 13<sup>th</sup> day of May, 2002.

  
John Cordray  
County Judge

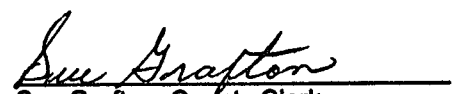
  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

  
Honorable Hermon E. Reed, Jr.  
Commissioner, Precinct Three

  
Honorable Douglas M. Cotton  
Commissioner, Precinct Two

  
Honorable Jimmy E. Davis  
Commissioner, Precinct Four

ATTEST:

  
Sue Grafton, County Clerk





TEXAS DEPARTMENT OF PROTECTIVE AND REGULATORY SERVICES

EXECUTIVE DIRECTOR  
Thomas Chapmond

BOARD MEMBERS

- Richard S. Hoffman  
*Chair, Brownsville*
- John R. Castle, Jr  
*Dallas*
- Anne C. Crews  
*Dallas*
- Naomi W. Ledé  
*Huntsville*
- Catherine Clark Mosbacher  
*Houston*
- Omyy Salinas Strauch  
*San Antonio*

April 19, 2002

Sidney Burns  
County Auditor  
Panola County Courthouse  
Room 213 A  
Carthage, TX 75633

Dear Mr. Burns:

Per our telephone conversation I have enclosed the following items:

- |                                                       |           |
|-------------------------------------------------------|-----------|
| Contract # 2002042976                                 | three (3) |
| Certification Regarding Debarment (form 2046)         | two (2)   |
| Certification Regarding Federal Lobbying (form 2047e) | two (2)   |
| State Purchase Voucher (form 4116)                    | one (1)   |

I have made the effective date June 1, 2002. It is my understanding that the court plans to approve the contract at the May 13<sup>th</sup> meeting. This will allow ample time to have the contract fully executed by the June 1<sup>st</sup> date.

Following approval, please return all three (3) signed contracts to me along with one (1) set each of the signed forms 2046 and 2047e. I will secure the appropriate TDPRS signature and return one (1) original to your attention. I will also need a resolution or such other document as referenced in Section XI.B. of the contract that authorizes Judge Cordray to sign on behalf of the county.

Again, thank you for your assistance and let me know should you have any questions or need additional information.

Sincerely,

Scott Jased  
Contract Manager

- Enclosures:
- |            |     |
|------------|-----|
| Contracts  | (3) |
| Form 2046  | (2) |
| Form 2047e | (2) |
| Form 4116  | (1) |

State of Texas  
Title IV-E Child Welfare Services Contract

Contract # 2002042976

- I. **Parties.** The Texas Department of Protective and Regulatory Services (PRS), hereinafter referred to as the Department, and the Commissioners' Court of Panola County (a subdivision of the State of Texas), hereinafter referred to as the County or Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. The parties agree to establish and/or maintain a child welfare board to administer a county wide, jointly financed, state administered and regionally operated child welfare program to meet the needs of children in the county in need of protective services. The Department and the Contractor make this contract for the following mutual considerations.
- II. **Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40. Pursuant to §§ 40.0566 and 40.058, this contract is not subject to Chapter 771 or 791 of the Government Code.
- III. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise mutually agreed, venue will be in State District Court, Travis County, Texas. Resulting payments shall be due and payable in Travis County, Texas.
- IV. **Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract and all instruments incorporated by reference which are the documents listed in Section XI of this contract. The contract includes all elements in this document and in the attachments. The Cost Allocation Plan is a required attachment. This contract may be amended only in writing and by mutual agreement.
- V. **Financial Limitations and Considerations.**
  - A. **Funds Availability.** This contract is at all times contingent upon the availability and receipt of federal funds that the Department has allocated to this contract; and if funds for this contract become unavailable during any budget period, this contract may be immediately terminated or reduced at the discretion of the Department.
  - B. **Amount of Payment.** The Department agrees to pay the Contractor from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. If project income accrues, the Contractor shall add the program income to funds committed to the contract services and shall use them to further eligible IV-E objectives, or the Contractor shall deduct program income from the total allowable costs in determining the net allowable costs on which the Federal share of costs is based.
  - C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the Cost Allocation Plan. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each quarter by the end of the following quarter and for notifying the Department of any need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment. If the quarterly bills for the county average or are expected to average less than \$1,000 per quarter, the County may request, and the Contract Manager for the Department may grant written permission to submit bills on an annual basis with the bill for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

**Title IV-E Child Welfare Services Contract****D. The Contractor understands and agrees that:**

1. The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and that the Contractor's actual costs, both direct and indirect, must be allowable, reasonable and allocable to Subtitle IV-E of the Social Security Act according to the Office of Management and Budget Circulars A-87 and A-110, 40 TAC §§732.240-256 and any other applicable Department regulations.
2. Transfers between line items of the budget, which is an integral part of the Cost Allocation Plan, will be allowed without prior approval from the contract manager when transfers are for allowable items as defined by the Department and do not result in a significant change in the character or scope of the program. Any transfers must be described and reported every quarter by letter along with a revised Cost Allocation Plan and supporting narrative to the Department. Prior written approval must be secured when transfers, regardless of the amount, would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for disallowance or recovery of unapproved payments, other adverse action, or termination of this contract at the option of the Department.

**E. Physical Property.** The Contractor shall assume responsibility for the protection of all physical property and equipment purchased under this contract and shall take appropriate measures to meet this obligation. The Contractor shall furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the Contractor shall notify appropriate local law enforcement authorities.

**F. Equipment.** The Contractor shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this contract with funds allocated to the Contractor or its subcontractor. Title to equipment shall vest with Contractor or Subcontractor as stated in 45 CFR Part 74.34. The Contractor shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The Contractor shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request.

**G. Regulation Compliance.** The Contractor shall remain in compliance with 45 CFR Part 74, Office of Management and Budget (OMB) Circular A-110, OMB Circular A-87 and 40 Texas Administrative Code (TAC) §§732.240-256. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 74, OMB Circular A-110, OMB Circular A-87 and 40 TAC §§732.240-256.

**H. Lobbying Limitations.** The Contractor shall not use any funding under this contract to influence the outcome of elections or the passage or defeat of any legislative measures.

**I. Matching Requirements.** The Contractor shall provide at least the amount of non-Federal share as identified in the contract Cost Allocation Plan or through other written notice from the Department.

**J. Taxes.** The Department shall not be liable for state, local, or federal excise taxes. The Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal of State withholding requirements.

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- K. Force Majeure.** Neither party shall be financially liable to the other party for delays or failures to perform in contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible. The Contractor agrees that breach of this provision entitles the Department to reduce or stop payments or immediately terminate this contract.
- L. Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants and OMB Circular A-87; and follow Department fiscal management policies and procedures in submitting timely billings and maintain financial records required to be kept under this contract.
- M. Record Keeping.** The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the contract period for a minimum of five years after the termination of the contract period, or for five years after the end of the federal fiscal year in which services were provided if this contract has no specific termination date. If any litigation, claim, or audit involving these records begins before the five-year period expires, the Contractor will keep the records and documents for not less than five years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and the Contractor. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to be separate contract periods.
- N. Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the Contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, but only if such exception or irregularity is due to the sole negligence of the Contractor, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.
- O. Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.
- VI. Reporting Requirements.**
- A.** The Contractor shall submit services delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, clients' records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.
- B.** In developing, copying, and disseminating reports or other information under this contract, the Department and Contractor agree to the following:
- The Contractor retains all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract. If the contractor develops any materials using funds from this contract, the Contractor must grant the Department and the federal government a royalty-free, nonexclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.

**Title IV-E Child Welfare Services Contract**

- VII. Additional Responsibilities of Contractor and Subcontractor.** The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractor to agree to:
- A. Provide services in accordance with the provisions of this contract; and to allow the Department and its representatives to monitor, audit, evaluate and otherwise review the services provided and related documentation, but only to the extent permitted or required by law.
  - B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of the Contractor's name or identity, ownership or control, governing board membership, personnel appointed under this Contract, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of the change.
  - C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
  - D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor may disclose any information regarding subcontractors.
  - E. Remove any employee or volunteer from direct client contact who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code, or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct client contact; however, the Contractor or Subcontractor shall notify the Department of its intent to do so ten (10) working days prior to the reassignment. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with clients.
  - F. Comply with all applicable federal and state regulations and with PRS policies and procedures regarding services delivered under this contract included by not limited to the following:
    - 1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended.
    - 2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73 of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.
    - 3. Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

State of Texas  
Title IV-E Child Welfare Services Contract

4. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.
  5. Establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.
  6. Promptly report any suspected case of abuse, neglect, or exploitation to the appropriate Child Protective Services' offices within the Department as required by the Texas Family Code, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.
  7. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the Department.
  8. To the extent permitted by Law, Contractor will verify and disclose, or cause its employees and volunteers (including child welfare board members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with clients.
  9. Comply with state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Texas Department of Protective and Regulatory Services.
  10. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
  11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- G. Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable.
- H. Contractor has full responsibility to anticipate and mitigate any four digit year related events that could adversely affect the timely performance of this Contract or the date-related operations of any goods and/or services provided pursuant to it. Contractor warrants the fault free performance in the processing of date and/or date-related data by any product developed and delivered to Department pursuant to this Contract. Fault-free performance includes manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years. Contractor agrees that all software developed and delivered pursuant to the Contractual requirements herein shall use four digit year elements. Contractor further agrees that four digit year elements will be used in any electronic data interchange that may occur with the Department as a result of this Contract. Contractor shall not be entitled to additional compensation or additional time to perform the obligations under this Contract as a result of Year 2000 events.

Title IV-E Child Welfare Services Contract

VIII. Service Provisions. The Contractor agrees to provide services as specified below unless amended by both parties:

A. Statement of Need.

Title IV-E of the Social Security Act provides financial assistance to States for foster care maintenance payments, administrative and training expenses related to foster care and adoption. The Department is responsible for this program, but may contract with counties for such services to children who have been determined to be eligible under IV-E.

B. County and Child Welfare Board.

The County agrees:

1. To establish and/or maintain a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264.005.
2. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms; 1/3 of the members to a two-year term; and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners' Court. Members serve without compensation.
3. To remove or suspend from the Child Welfare Board any member who would not be allowed to have direct client contact under Section VII.E. of this contract if the member were an employee or volunteer for the Child Welfare Board.
4. To continue to provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
5. To provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
6. To maintain its total net child welfare expenditures for any future fiscal year at the level of the County's child welfare program appropriation or the County's actual expenditures, less any appropriation or expenditure of Level of Care payments to foster homes, for the child welfare program for the fiscal year preceding the signing of the contract, whichever amount is less.
7. To participate in the Department's financial and statistical reporting systems.
8. That none of the moneys used to provide match for federal funds under this contract shall be federal funds, either directly or indirectly, and further expressly agrees that such moneys have not been used to secure federal matching funds previously.
9. To certify additional allowable Title IV-E foster care maintenance expenditures as specified in Attachment A in accordance with Department regulations and instructions. Certified claims must be submitted quarterly based on the Department's fiscal year. The County will be responsible for any audit exceptions for unallowable costs included in their certified claim.
10. That the financial depository for the Board shall be the County. All moneys received by the Board from whatever source shall be deposited in this County depository, and the regular procedures followed in the collection, disbursement, and accounting for such county funds will be followed and adhered to by the County and the Board.

State of Texas  
Title IV-E Child Welfare Services Contract

C. Child Welfare Board.

The Board required under Article I of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:

1. Assist the Department in identifying and meeting the needs of the children in the County who are covered under this contract.
2. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
3. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this contract.
4. Develop an estimated annual budget for the operations of child welfare services. It will be the duty of the Board to recommend an estimated budget to Commissioners' Court and appear in support of same at budget hearings.
5. Authorize the expenditure of county funds and other special funds on behalf of the children in the County covered under this contract.
6. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.
7. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable State laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws shall be approved by written order of the Commissioners' Court.

D. Goals.

Specific goals under the following categories have been agreed by the parties:

Foster care maintenance payments

The Contractor, through the activities of its Child Welfare Board, desires to make adequate funds available to provide foster care maintenance payments in accord with Title IV, E allowable expenses.

Short term training expenses

The Contractor desires to increase the knowledge and expertise of county officials, CWB members, and CPS staff through Title IV-E related training opportunities in accord with the Title IV-E allowable expenses.

Administration and other expenses

The Contractor desires to offset various administrative and support costs incurred with the effective provision of these services.

E. Service Provisions.

Specific service provisions by the County under the following categories have been agreed to by the parties:

Foster care maintenance payments

The Contractor shall assist the Department in the provision of foster care maintenance by making payments for for direct foster care expenses as outlined in the accompanying CAP.

**Title IV-E Child Welfare Services Contract****Short term training expenses**

Contractor shall assist the Department in the identification and provision of allowable training opportunities as outlined in the accompanying CAP.

**Administration and other expenses**

Contractor shall assist the Department with the successful administration of this program by making payment for various administrative and support costs that are incurred. The accompanying CAP describes the type of administrative and support expenses that are allowable under Title IV-E.

**F. Contract Outcomes and Outputs.**

The services provided by the County will be measured as follows: [Instructions -- Specific outcomes and outputs must be reported by the contractor and should be reported under the following categories to correspond to those listed in C. above. Outcomes and Outputs address what is being measured and how it is being measured. Use actual numbers whenever possible for measurement:]

**Foster care maintenance payments**

Contractor will make payments for allowable foster care maintenance expenses according to County and CWB policy.

Contractor will seek input from CPS staff regarding client needs.

**Short term training expenses**

Contractor will seek appropriate training opportunities for County officials, CWB members, and CPS staff.

Contractor will provide Department with documentation of training activities.

**Administration and other expenses**

Contractor will maintain records of payments made in accordance with generally accepted accounting principles.

**G. Reporting and Record Keeping.**

The distribution and apportionment of salaries and wages must be in compliance with OMB Circular A-87.

The Contractor shall submit bills: a) on a quarterly basis, b) using form 4116X, State of Texas Purchase Voucher and other TDPRS or Contractor forms or sufficient documentation to support the claim as appropriate, and c) within 1 quarter of the quarter in which services were provided. In order to accommodate counties which bill small amounts each quarter, a Contractor may submit four quarterly bills for an entire fiscal year within one quarter of the end of that fiscal year. Any bill or amended bill which is submitted to the Department later than 7 quarters after the end of the quarter of the expense shall not be processed by the Department unless the Department determines, in the Department's sole discretion, that the Department is able to submit the bill to the federal government for payment in a proper and timely fashion.

- IX. Cost Allocation Plan.** The Department agrees to and shall reimburse the Contractor from Subtitle IV-E funds the federally reimbursable portion of the reasonable, allowable and allocable costs according to the approved Cost Allocation Plan found in Attachment A, B, or C of this contract. If the contract is for more than the direct expenses for foster care maintenance, the parties to this agreement have negotiated a detailed budget in the required format along with a narrative justifying both the budget and the allocation of costs to Subtitle IV-E of the Social Security Act, and the parties mutually believe that this Attachment A reflects appropriate costs for Subtitle IV-E. If costs are determined not to be reasonable, allowable and allocable under Subtitle IV-E, the Department shall not

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Title IV-E Child Welfare Services Contract

reimburse for those costs and shall recover any previous payments for such costs. If bills are inadequately documented or appear to be unallowable in whole or in part, the Department shall notify Contractor within 30 days.

The Cost Allocation Plan should be amended for each fiscal year with the written agreement of the contract manager for the Department. If the contract is automatically renewed, and if the parties have not agreed to an amended Cost Allocation Plan, then the Cost Allocation Plan is also renewed without amendment but may be later amended by agreement of the parties.

**X. Provisions for Termination of Contract and Dispute Resolution.**

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract after giving Contractor notice of at least 30 business days and an opportunity to comply with provisions of the contract within 30 business days. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. That the Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term,
  2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements, and
  3. To suspend, place into abeyance or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving 30 days written notice to the other party. This contract will be terminated at the end of the 30-day period. Nothing in this Section shall be construed to prohibit immediate written notice of termination of the contract pursuant to Sections X.A., X.B., and X.C., above. This contract shall otherwise terminate by the date specified pursuant to Section XII below.
- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.

State of Texas  
Title IV-E Child Welfare Services Contract**G. Contract Dispute Resolution.**

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor.
  - a. A contractor's claims for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Executive Director or his designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - b. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Department if the parties are unable to resolve their disputes under subparagraph 1. of this paragraph.
  - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Department nor any other conduct of any representative of the Department relating to the contract shall be considered a waiver of sovereign immunity to suit.
2. The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
3. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

**XI. Incorporation by Reference.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Attachment A, Cost Allocation Plan and supporting narrative.
- B. Designation of authorized signatory for the Contractor.
- C. Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts.
- D. Form 2047e, Certification Regarding Federal Lobbying, if expected amount of the contract exceeds \$100,000.
- E. Copy of approved Indirect Cost Agreement, if one exists.

**XII. Effective Dates of Contract.** This contract shall be in force effective the 1st day of June, 2002 and continuing through the 31st day of August, 2003. This contract shall automatically renew for one fiscal year at a time through August 31, 2007 unless terminated by one or both parties or unless the contract is amended to contain different terms. In case of amendment, the contract, as amended, shall automatically renew unless terminated, or unless this term is amended.

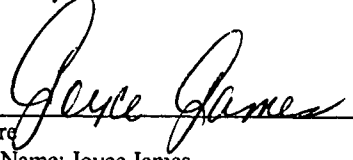
State of Texas  
Title IV-E Child Welfare Services Contract

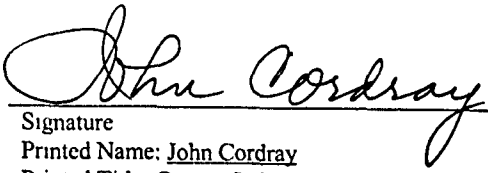
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39 PAGE 677

XIII. Execution of Contract. For the faithful performance of the terms of this contract, the parties hereto in their capacities as state affix their signatures and bind themselves during the effective dates.

Texas Department of Protective  
and Regulatory Services

Contractor: Panola County

  
\_\_\_\_\_  
Signature  
Printed Name: Joyce James  
Printed Title: Regional Director

  
\_\_\_\_\_  
Signature  
Printed Name: John Cordray  
Printed Title: County Judge

5/22/02  
\_\_\_\_\_  
Date

5-13-02  
\_\_\_\_\_  
Date

11

ATTACHMENT A  
Panola County  
Title IV-E Foster Care Maintenance Contract

Clothing
Transportation (biological family or court ordered visitation)
School Supplies
Child's Personal Incidentals ( graduation gifts, allowances, gifts, and personal items)
Case Management (not counseling)
Child Care

**NOTE:**

***This is not an all-inclusive list of allowable foster care maintenance expenses. The county may elect to add items to this list with the prior approval of the Regional Contact Manager.***

***Expenditures must be directly related to a Title IV-E eligible foster child.***

***Adequate documentation to support expenditures must be maintained and made available to the Department upon request.***

**ATTACHMENT B  
Training Expenses**

**Panola County Title IV-E Foster Care Maintenance Contract**

Costs of Short-Term Training for personnel employed by the county, CWB members, and/or CPS staff.

Costs of providing Short-Term Training to current or prospective foster and adoptive parents.

Allowable expenses may include registration fees, reimbursement of lodging and meals, and mileage reimbursement. Lodging and meals shall be reimbursed in accordance with county policy but may not exceed state mandated maximum amounts. Mileage will be reimbursed per county policy not to exceed state mandated maximum of 34.5 cents per mile.

**FOR EACH TRAINING OPPORTUNITY IDENTIFIED, ATTACH A NARRATIVE WITH A DESCRIPTION OF THE TRAINING TO BE PROVIDED. INCLUDE A DESCRIPTION OF HOW THE TRAINING IS RELATED TO TITLE IV-E FUNCTIONS. INCLUDE ESTIMATED TOTAL COST FOR EACH TRAINING AND INCLUDE TRAVEL, PER DIEM, REGISTRATION FEES, ETC.**

**Note:**

*Training reimbursed with Title IV-E funds must be focused on enhancing knowledge and building skills necessary to perform functions directly related to the benefits offered by the IV-E program to improve outcomes for children placed in out-of-home care.*

*Travel and per diem expenses cannot be reimbursed above the current travel and per diem rates established by the State of Texas.*

*Adequate documentation to support expenditures must be maintained and made available to TDPRS upon request.*

**ATTACHEMENT C**  
**Administrative and Support Costs**  
**Panola County Title IV-E Foster Care Maintenance Contract**

**Allowable Administrative or Indirect expenses must be in support of the following activities:**

- ✓ Referral services
- ✓ Preparation for judicial determination (limited to preparation of reports to the court and participation in court proceedings by County personnel)
- ✓ Placement of a child
- ✓ Development of the case plan
- ✓ Case reviews
- ✓ Case management and supervision
- ✓ Proportionate share of related County overhead

**Examples of allowable expenses include:**

- ✓ Citations by publication
- ✓ Subpoena services outside of the county
- ✓ Costs of documentation to establish identity
- ✓ Costs of film and film developing needed in the provision of allowable Title IV-E services.
- ✓ Overhead expenses to include stationery, postage, Notary Public fees, banking and bookkeeping expenses.

**This list is not meant to be all-inclusive but rather to serve as examples of allowable types of expenses.**

**Adequate documentation to support expenditures must be maintained and made available to TDPRS upon request.**

H:\VAREDBS\contracts 2002\IVE Panola CWB (2002042976)\CWB Attachment C.doc

Texas Dept of Protective  
and Regulatory Services

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary  
Exclusion for Covered Contracts**

Form 2046  
July 2001

Federal Regulations (45 CFR part 76) require the Texas Department of Protective and Regulatory Services (PRS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible, as defined in 45 CFR §76 105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification.

Instructions for Certification

**By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Do you have or do you anticipate having subcontractors under this proposed contract?  
 Yes  No

- 5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Texas Dept of Protective and Regulatory Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts**

Form 2046 July 2001

- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

Indicate in the appropriate box which statement applies:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

OR

- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant has attached an explanation to this certification.

\_\_\_\_\_  
 Commissioner's Court of Panola County  
 Name of Potential Contractor

\_\_\_\_\_  
 Vendor ID No. or Social Security No.      PRS Contract No. (if applicable)

\_\_\_\_\_  
 Signature of Authorized Representative      Date

\_\_\_\_\_  
 John Cordray      County Judge  
 Printed/Typed Name of Authorized Representative      Title

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying," published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**-Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure )

**Lobbying**-To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement."

**Limited Use of Appropriated Funds Not Prohibited**-The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation for a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**-Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**-The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**-There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**-Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

**PREAMBLE**

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, contact your Texas Dept. of Protective and Regulatory Services procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

✓ Do you have or do you anticipate having covered subawards under this transaction? .....  Yes  No

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Commissioner's Court of Panola County

Name of Contractor/Potential Contractor

Vendor ID No. or Social Security No.

PRS Contract No.

*John Cordray*  
Signature- Authorized Representative

5-13-02  
Date

John Cordray  
Name of Authorized Representative

County Judge  
Title

STATE OF TEXAS

PURCHASE VOUCHER (Shaded Areas Not Used by Agency 530) Page 1 of 1

1 Active Reference Number		2 Agency Number <b>530</b>		3 Agency Name <b>TEXAS DEPT. OF PROTECTIVE &amp; REGULATORY SERVICES</b>			4 Current Document Number		
5 Effective Date		6 Order (document) Date		7 Due Date		8 Doc Agency			
9 Payee Identification Number			10 PDT		11 PCC		12 Requisition Number		
							13 Document Amount <b>0.00</b>		
14 Payee Name/Address						15 GSC Order Number		17 AGENCY USE	
						16 Lease Number			

18.	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	AMOUNT	R	
SFX	APPN	Fund	NACUBO Sub-Fund	Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code			
001	Invoice Number	Description <b>Title IV-E Administration</b>				AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all PRS 4116-X)		510	271	530760	0.00	
		MM/YY (Mo. of Ser.)	REG/DIV	PAC	APD No.							
18.	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	AMOUNT	R	
SFX	APPN	Fund	NACUBO Sub-Fund	Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code			
002	Invoice Number	Description <b>Title IV-E Training</b>				AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all PRS 4116-X)		510	271	530780	0.00	
		MM/YY (Mo. of Ser.)	REG/DIV	PAC	APD No.							
18.	Ref Doc	SFX	M	TC	Index	PCA	AY	COBJ	AOBJ	AMOUNT	R	
SFX	APPN	Fund	NACUBO Sub-Fund	Grant Number	Grant Year/Phase	Project Number	Project Phase	Contract Number	Multipurpose Code			
003	Invoice Number	Description <b>Title IV-E Foster Care Maintenance</b>				AGENCY USE (Month of Service, R/D, PAC, and APD No must be completed on all PRS 4116-X)		510	271	555431	0.00	
		MM/YY (Mo. of Ser.)	REG/DIV	PAC	APD No.							

19 SER/DEL DATE	20 DESCRIPTION OF GOODS OR SERVICES	21 QUANTITY	22. UNIT PRICE	23 AMOUNT
	County Foster Care/Administration and Maintenance For services rendered to foster care children under the provisions of Title IV-E (Sections 471 thru 476) of the Social Security Act (42 USC Sections 671-676) and as also authorized by Chapter 40 of the Human Resource Code. (1) Administration (50% federal share) Object 530760 Total Computable Amount (Certified Amount) Net Amount		(Net)	\$0000.00
	(2) Training (75% federal share) Object 530780 Total Computable Amount (Certified Amount) Net Amount		(Net)	\$0000.00
	(3) Foster Care Maintenance (60.17% Federal) Object 555431 Total Computable Amount (Certified Amount) Net Amount		(Net)	\$0000.00
	<b>TOTAL</b>			<b>\$0000.00</b>

Vendor Certification <b>X</b>	Phone (Area Code and Number)	GSC Approval <b>X</b>
24. Contact Name	Phone (Area Code and Number)	25. Entered By

28. I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

APPROVED: Sign Here  Scott Jared	Mail Code  <b>313-7</b>	Phone (Area Code and Number)  <b>(903) 533-4171</b>	Date
APPROVED: Sign Here	Mail Code  <b>313-7</b>	Phone (Area Code and Number)	Date

**MEMORANDUM OF UNDERSTANDING  
AMONG  
THE COUNTY OF PANOLA  
AND  
EAST TEXAS MEDICAL CENTER - CARTHAGE  
AND  
EAST TEXAS MEDICAL CENTER REGIONAL HEALTHCARE SYSTEM**

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**WHEREAS**, Article XI of the Master Agreement among the County of Panola (Landlord), East Texas Medical Center Carthage (Tenant), and East Texas Medical Center Regional Healthcare System (System) deals with the subject of Indigent Care; and

**WHEREAS**, Section 11.3 deals with Reimbursement to East Texas Medical Center Carthage (Tenant) by Panola County (Landlord) for Indigent Care delivered to eligible citizens of Panola County by ETMC-Carthage and/or System of amounts above 4% of Net Patient Revenue of Tenant; and

**WHEREAS**, there is a limitation to the amount Landlord may be required to pay, as stated: "...; provided, however, that Landlord's obligation to make such payments in each year shall be limited to the funds lawfully appropriated and available for such purpose for such year."; and

**WHEREAS**, no funds have ever been "lawfully appropriated and available for such purpose" for any year up to now; and

**WHEREAS**, ETMC-Carthage (Tenant) is providing excellent service to the citizens of Panola County and is providing a substantial sum of Indigent Care above 4% of Net Patient Revenue; and

**WHEREAS**, Panola County (Landlord) desires to be a good partner with ETMC-Carthage (Tenant);

**NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING** is agreed to by the Landlord and Tenant as follows:

1. Landlord currently pays a monthly Indigent Software fee of **NINE HUNDRED FORTY-FIVE AND NO/100 (\$945.00) DOLLARS** to be used by the Indigent Coordinator above and beyond the terms of the Master Agreement, taken from the existing Indigent Health Care Budget line; and
2. Landlord pays travel expenses for Indigent Coordinator and assistant to necessary seminars and will continue to do so up to the limits of Landlord's Travel Reimbursement Policy, with such expenses coming from the existing Indigent Health Care Budget line; and
3. Landlord provides compensation for physicians delivering care to indigent Panola County citizens and will continue to do so in accordance with Commissioners' Court Order #1998-14; such payments are made directly to ETMC-Carthage who distributes funds to physicians. Such expense shall continue to be taken from the existing Indigent Health Care Budget line; and
4. Landlord will create a new line item in its 2003 fiscal year budget entitled "Indigent ETMC Agreement, Section 11.3" in an amount to be determined each budget cycle by the Commissioners' Court of Panola County, and funds in said line item shall be the sole source for any reimbursement to Tenant under the terms of Master Agreement Section 11.3; and

5. It is further agreed and understood that any funds left in the 2001 and 2002 Panola County Budgets used to reimburse physicians and to reimburse hospitals outside the ETMC System for Indigent Care and for software and seminar/travel expense shall be available to reimburse ETMC-Carthage (Tenant) for any amount of Indigent Care provided above 4% of Net Patient Revenue upon presentation of adequate documentation. Such reimbursements by Panola County will not be made until final audited figures for Panola County are available, such time being normally in the month of May following the end of each fiscal year of the Landlord; and
6. Any funds to be reimbursed to ETMC-Carthage by Landlord under Item 5 shall be reimbursed only after receiving final Audit Report of ETMC-Carthage showing the Net Patient Revenue for the year, and shall be based upon ETMC-Carthage's fiscal year, not to exceed the lawfully appropriated and available amount.
7. After funds found to be available under Item 5 above for fiscal years 2001 and 2002, no funds from this line item (to reimburse physicians and to reimburse hospitals outside the ETMC-Carthage (Tenant) will be available to reimburse ETMC-Carthage (Tenant) in future years for Master Agreement Section 11.3 purposes. Only funds made available under Item 4 above will be available for that purpose.

Agreed to be ETMC-Carthage (Tenant)

[Signature]

Attest:

W. Perry Henderson

Agreed to be ETMC Regional Healthcare System

[Signature]

Attest:

W. Perry Henderson

Approved and adopted by the Commissioners' Court of Panola County, Texas at a legally called Open Meeting on this the 13 day of May, 2002.

[Signature]  
County Judge John Cordray

[Signature]  
Honorable Ronnie LaGrone  
Commissioner, Precinct One

[Signature]  
Honorable Hermon E. Reed, Jr.  
Commissioner, Precinct Three

[Signature]  
Honorable Douglas M. Cotton  
Commissioner, Precinct Two

[Signature]  
Honorable Jimmy E. Davis  
Commissioner, Precinct Four

ATTEST:

[Signature]  
County Clerk Sue Grafton



**MEMORANDUM OF UNDERSTANDING  
COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT is entered into this 13<sup>th</sup> day of May, 2002, at Carthage, Texas, by and between PANOLA COUNTY and MARSHALL-HARRISON COUNTY HEALTH DISTRICT, local governmental units organized and established under Texas Law. This Cooperative Agreement is concluded under and governed by Chapter 121 of the Health and Safety Code ("The Local Public Health Reorganization Act"), Chapter 122 of the Health and Safety Code ("Powers and Duties of Counties and Municipalities Relating to Public Health") and Chapter 791 of the Government Code ("Interlocal Cooperation Contracts").

PANOLA COUNTY, through this Cooperative Agreement, will contract with MARSHALL-HARRISON COUNTY HEALTH DISTRICT, authorized under Chapter 121 of the Health and Safety Code to provide public health services to the residents of Panola County. Texas Government Code Chapter 791 allows local government to contract with other local governments to obtain public health services (§791.003(3)(D)).

PANOLA COUNTY desires to obtain the following health services for its citizens:

1. Personal health promotion and maintenance services;
2. Infectious disease control and prevention services;
3. Environmental and consumer health programs; and
4. Public health education and information services.

And, MARSHALL-HARRISON COUNTY HEALTH DISTRICT agrees to provide those services to the citizens of Panola County. The compensation for such services will be the cost of providing the services as determined by mutually acceptable accounting methods. But in no event will this sum be less than \$53,679.00 nor exceed \$53,679.00 per year.

In witness whereof, the foregoing Agreement between PANOLA COUNTY and MARSHALL-HARRISON COUNTY HEALTH DISTRICT, is entered into by and between the undersigned parties, to be effective on the Effective Date stated above.

PANOLA COUNTY

By: John Cordray

Name Printed: JOHN CORDRAY

Its: COUNTY JUDGE

Date Signed: 5-13-02

Address for Notices:

110 South Sycamore, Room 216A  
Carthage, Texas 75633

MARSHALL-HARRISON  
COUNTY HEALTH DISTRICT

By: Robert Wm Palmer, MD

Name Printed: Robert Wm Palmer, MD

Its: Chairman/Administrator

Date Signed: May 16, 2002

Address for Notices:

1900 South Washington Avenue  
Marshall, Texas 75670

1211 E. SABINE  
CARTHAGE, TX 75633  
(903) 693-3763  
FAX: (903) 693-5368  
E-mail: panolarb@sat.net



JOHN DePRESCA  
SUPERINTENDENT

## Panola County Road & Bridge Department

### REPORT OF ROAD SUPERINTENDENT

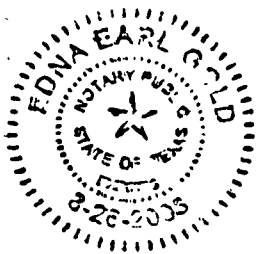
APRIL, 2002

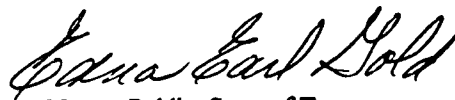
May 2, 2002

1. No money has been taken into the road fund by the undersigned.
2. During the month the department received 12 calls for service with 10 requests completed. The remainder will be completed as time and weather permits.
3. Approximately 6,000 cubic yards of RAP was delivered to the warehouse by contractors hired by TXDOT to overlay U.S. Highway 79 at Fish Lake Slough. However, when the material was loaded into our cold mix plant it was discovered the RAP contained pieces of a fiber/asphalt material called "Petromat", making the RAP unsuitable for our plant operation. The RAP was hauled to the various pits to be used in base failures.
4. Asphalt and cold mix overlay were conducted on County Roads 102, 104, 245, 313-1, and 320-2.
5. Road oil operations in the Twomey pit began. The mixed oil dirt was transported to precinct pits to be used as patch material.
6. The majority of Panola County roads remain in good condition with precinct crews conducting maintenance, drainage, overlay and patching operations.
7. Nothing further to report.

  
John DePresca  
Panola County Road and Bridge

Sworn and subscribed to this 2nd day of May, 2002



  
Edna Earl Gold  
Notary Public, State of Texas  
My Commission expires 8-26-03

RECORDED \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

SUE GRAFTON, COUNTY CLERK, P. C. T. 