

FILED FOR RECORD
IN MY OFFICE
AT 9:50 O'CLOCK A.M.

MAY 24 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY M. R. Bejer 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 SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 27TH DAY OF MAY, 2005, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 10:00 O'CLOCK A.M. AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

OPEN MEETING:

1. To discuss and act upon approval of an Interagency Agreement between the City of Henderson, the County of Panola, the County of Rusk, and the City of Carthage for the purpose of continuing joint enforcement of illegal drug activities.
2. To record Panola County Sheriff's Forfeiture Fund Budget Amendment.

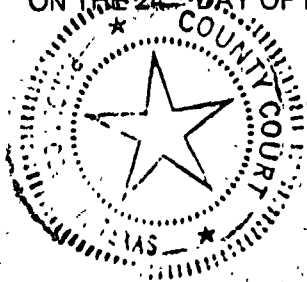
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 24TH DAY
OF MAY, 2005 AT 9:50 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Martha L. Bejer, Deputy

MICKEY DORMAN, 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 24TH DAY OF MAY, 2005 AT 9:50 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Martha L. Bejer, Deputy

FILED FOR RECORD
IN MY OFFICE
AT 9:00 O'CLOCK A. M.

JUN 16 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Mickey Dorman DEPUTY

The State of Texas
County of Panola

On this the 27th day of May A.D. 2005, the Commissioners' Court of Panola County, Texas met in a Special 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:

David L Anderson
Ronnie LaGrone
Douglas M. Cotton
Hermon E. Reed, Jr.
Dale LaGrone

County Judge
Commissioner, Precinct #1
Commissioner, Precinct #2
Commissioner, Precinct #3
Commissioner, Precinct #4

with none absent, constituting a quorum of the Court. Also attending were Martha Bazer, 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. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve an Interagency Agreement between the City of Henderson, the County of Panola, the County of Rusk, and the City of Carthage for the purpose of continuing joint enforcement of illegal drug activities. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
2. Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to record the Panola County Sheriff's Forfeiture Fund Budget Amendment. The motion passed unanimously. SEE COPY OF AMENDMENT ATTACHED.

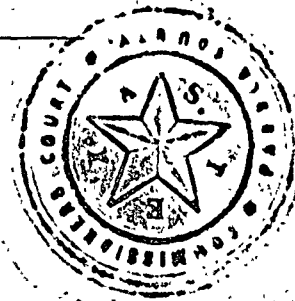
The meeting was then adjourned.

Dated this the 27th day of May, 2005.

David L. Anderson
David L. Anderson, County Judge, Panola County, Texas

ATTEST:

Mickey Dorman
Mickey Dorman, County Clerk, Panola County, Texas



Attendance for May 27, 2005 Commission Court Meeting

Mr. Miller

Interagency Agreement

City of Henderson
State of Texas

This agreement is entered into by and between the City of Henderson, the County of Panola, the County of Rusk, and the City of Carthage, pursuant to Chapter 791 of the Texas Government Code, concerning inter-local cooperation contracts. The parties are located in the State of Texas.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. PURPOSE

- 1.01 The parties wish to continue the joint enforcement of illegal drug activities within the jurisdictions of the parties, as the project.
- 1.02 The parties wish to contribute funds in an equal amount to fund the enforcement efforts. Funds for the enforcement will come from forfeitures and/or local funds.
- 1.03 The parties believe it to be in their best interests to participate in this Project.
- 1.04 The parties want to give authority to all officers to work in all jurisdictions represented herein, as part of this project.

II. TERM

- 2.01 The term of this agreement is to commence June 1, 2005 and end on September 30, 2005, at midnight.

III. PROJECT

- 3.01 The Parties agree to jointly participate in enforcement of illegal drug activities in their respective jurisdictions.

IV. CONSIDERATION

- 4.01 As consideration for this agreement, all of the agencies will assign commissioned officer(s) and pay all expenses related to the officer carrying out his duties in relation to this project.

V. ALLOCATION OF FUNDS

- 5.01 Each Party agrees to distribute all applicable forfeited funds received as a result of the efforts of the Northeast Texas Narcotics Task Force and the project equally among all four agencies.

VI. COMPLIANCE WITH LAWS

- 6.01 The parties agree to comply with all pertinent federal, state, and local laws or regulations.

VII. GOVERNING LAW

- 7.01 This Agreement is governed by the laws of the State of Texas.

VIII. AMENDMENTS

- 8.01 This agreement may be amended only by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

IX. LEGAL CONSTRUCTION

- 9.01 In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X. ENTIRE AGREEMENT

- 10.01 This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

The undersigned parties bind themselves to the faithful performance of this agreement and acknowledge that duplicate originals of this Agreement are being executed.

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FOR THE PARTICIPATING AGENCIES

Signature of the Mayor for the City of Henderson

Printed Name of the Mayor for the City of Henderson

Date

Signature of the Mayor for the City of Carthage

Printed Name of the Mayor for the City of Carthage

Date

David L. Anderson

Signature of the County Judge for the County of Panola

David L. Anderson
Printed Name of the County Judge for the County of Panola

5-27-05
Date

Signature of the County Judge for the County of Rusk

Printed Name of the County Judge for the County of Rusk

Date

PANOLA COUNTY SHERIFF'S STATE FORFEITURE FUND
BUDGET AMENDMENT FOR 2005
MAY 27, 2005

SOURCE OF REVENUES

Cash Balance Beginning of Year	17,341
Interest Earnings	251
Miscellaneous	667
Forfeitures/Auction & Seizure Proceeds	15,595

TOTAL	33,854
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EXPENDITURES

Narcotics Task Force Asst. Commander	15,490
Narcotics Task Force Investigator	12,834
Social Security	2,167
Group Medical	4,208
Retirement	5,796
Unemployment	66
Worker's Compensation	767
Cellular Phone	(4,974)
Conference, Dues, Lodging & Meals	(2,000)
Body Armor	(1,000)
Grant match/Local Law Enforcement	(1,000)
Special Response Team Clothing	(1,500)
Parts, Repairs, Gas and Trans. Expense	3,000

TOTAL	33,854
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I hereby approve the above described budget amendment and ask the Commissioners Court to please record it at the next scheduled Commissioners Court Meeting.

Jack Ellett
Jack Ellett, Panola County Sheriff

5-24-05
Date

RECORDED _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ 2005

MICKEY DORMAN, COUNTY CLERK, P.C.T.

Mickey Dorman

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