

FILED FOR FILING
IN MY OFFICE

AT 10:40 O'CLOCK A.M.

6 2005

MICKEY DOMINIAN
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *Class Jones* COUNTY CLERK

**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 10TH DAY OF OCTOBER, 2005, 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 separation of employment of Cynthia Davis, 123rd Judicial District Adult Drug Court Supervision Officer, effective October 21, 2005.

ROAD & BRIDGE

- a. To authorize the County Auditor to advertise for sealed bids for: road oil (cracked fuel oil); gas and diesel fuel; corrugated steel pipe culverts; polyethylene corrugated culverts; gravel; emulsified asphalt; asphalt materials for road maintenance; fly ash and bottom ash; bits, holders; and

used railroad tank cars/flat cars. Bids to be opened November 28, 2005 at 1:30 p.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.

- b. To authorize the County Auditor to advertise for sealed bids for two (2) dump trucks for use by the Panola County Road and Bridge Department. Bids to be opened November 14, 2005 at 9:00 a.m. Specifications available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.

MISCELLANEOUS

- a. To approve minutes of Commissioners' Court meetings held during the month of September, 2005.
- b. To record Chapter 59 Asset Forfeiture Report for the Panola County Criminal District Attorney's Office for fiscal year ending August 31, 2005.
- c. To approve and record Federal Equitable Sharing Agreement and Federal Annual Certification Report between the Federal Government, Panola County Constable, Precincts #1 and #4, Kevin Lake and Panola County.
- d. To approve and record Federal Equitable Sharing Agreement and Federal Annual Certification Report between the Federal Government, Panola County Constable, Precincts #2 and #3, Mitch Norton and Panola County.
- e. To approve and record Panola County Treasurer's Investment Report for the 3rd Quarter 2005.
- f. To approve and record 2005 Budget Amendment No. 13.
- g. To record American States Insurance Company Continuation Certificate for Panola County Sheriff's Department Reserve Deputy Jeffrey Dickerson.

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 Clerk Mickey Dorman; 123rd Judicial District Court Administrator Karma Roberts-Ragster; Panola County Sheriff's Department Deputies Ronnie Endsley, John Hearnberger, Jeff Ivy, Brady Odom, and Alan Smith; 123rd Judicial District Adult Drug Court Supervision Officer Tammy Mitchum (2); and 123rd Judicial District Adult Drug Court Supervision Officer Cynthia Davis.
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 discuss and act upon closing Panola County Road #2811, reverting it back to a Private Road.
7. To discuss and act upon adopting Resolution #2005-12 concerning Application for Indigent Defense Formula Grant Program.
8. To discuss and act upon assisting the City of Carthage with the transportation of dirt to the ballpark under the authority of V.T.C.A. Transportation Code, Section 251.015.
9. To discuss and act upon adopting Resolution #2005-13 supporting ETCOG as the Lead Agency in Developing a Regional Transit Coordination Plan.
10. To approve an exemption to the Panola County Personnel Policy; and to approve payment of overtime for hourly employees who participate in the Selective Traffic Enforcement Program as approved by the Court in Resolution #2005-11.
11. To discuss and act upon declaring the Voter's Office AIS 115 counter as surplus property and to offer it for trade in to Electronic Systems and Software, Inc. for a new Model 650 central counting machine.
12. To discuss and act upon approving a Non-Automated Contract Purchase Order-Requisition No. C1830-6-02 from the Texas Building and Procurement Commission for the purchase of 36 new voting machines that meet the requirements of the Help America Voting Act.
13. To discuss and act upon approving an Agreement between Election Systems & Software, Inc. and Panola County, Texas for Voter Tabulation System and Services.
14. To discuss and act upon adopting Order #2005-12 regarding Retiree Drug Subsidy Funds.

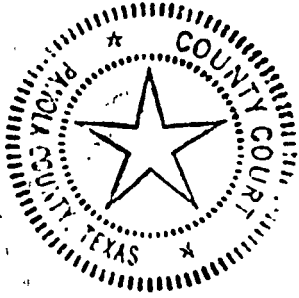
ADJOURNMENT

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 6TH DAY
OF OCTOBER, 2005 AT 10:40 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Class Jones, Deputy

I, 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 6TH DAY OF OCTOBER, 2005 AT 10:40 O'CLOCK A.M.



Mickey Dorman
MICKEY DORMAN, COUNTY CLERK
PANOLA COUNTY, TEXAS
By: Clara Jones, Deputy

FILED FOR RECORD
IN MY OFFICE

AT 9:45 O'CLOCK A M

NOV 16 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXASBY Mickey Dorman DEPUTYThe State of Texas
County of Panola

On this the 10th day of October A.D. 2005, 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:

David L Anderson	County Judge
Ronnie LaGrone	Commissioner, Precinct #1
Douglas M. Cotton	Commissioner, Precinct #2
Hermon E. Reed, Jr.	Commissioner, Precinct #3
Dale LaGrone	Commissioner, Precinct #4

with none absent, constituting a quorum of the Court. Also attending were Mickey Dorman, 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 in attendance.

2. COMMISSIONERS' REPORTS:

There were no reports from the Commissioners.

3. COUNTY JUDGE'S REPORT:

Judge Anderson reported that most of the evacuees who had been housed here had departed. There are some that he has been told intend to relocate to this area.

4. CONSENT ITEMS:

PERSONNEL

- a. To record the separation of employment of Cynthia Davis, 123rd Judicial District Adult Drug Court Supervision Officer, effective October 21, 2005.

ROAD & BRIDGE

- a. To authorize the County Auditor to advertise for sealed bids for road oil (cracked fuel oil), gas and diesel fuel, corrugated steel pipe culverts, polyethylene corrugated culverts, gravel, emulsified asphalt, asphalt materials for road maintenance, fly ash and bottom ash, bits, holders, and used railroad tank cars/flat cars. The bids are to be opened November 28, 2005 at 1:30 o'clock p.m. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.
- b. To authorize the County Auditor to advertise for sealed bids for two (2) dump trucks for use by the Panola County Road and Bridge Department.

The bids are to be opened November 14, 2005 at 9:00 o'clock a.m. The specifications are available in the County Judge's Office, 110 S. Sycamore, Room 216-A, and at the County Warehouse, 1211 E. Sabine, Carthage, Texas.

MISCELLANEOUS

- a. To approve the minutes of Commissioners' Court meetings held during the month of September, 2005.
- b. To record the Chapter 59 Asset Forfeiture Report for the Panola County Criminal District Attorney's Office for fiscal year ending August 31, 2005.
- c. To approve and record the Federal Equitable Sharing Agreement and Federal Annual Certification Report between the Federal Government, Panola County Constable, Precincts #1 and #4, Kevin Lake and Panola County.
- d. To approve and record the Federal Equitable Sharing Agreement and Federal Annual Certification Report between the Federal Government, Panola County Constable, Precincts #2 and #3, Mitch Norton and Panola County.
- e. To approve and record the Panola County Treasurer's Investment Report for the 3rd Quarter 2005.
- f. To approve and record the 2005 Budget Amendment No. 13.
- g. To record an American States Insurance Company Continuation Certificate for Panola County Sheriff's Department Reserve Deputy Jeffrey Dickerson.

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Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to approve all the Consent Items. The motion passed unanimously.

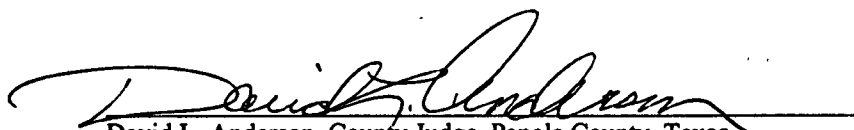
A COPY OF EACH AMENDMENT REQUEST AND/OR BOND IS ATTACHED TO AND MADE A PART OF THE MINUTES.

5. Commissioner Cotton moved and Commissioner Reed 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. After some discussion Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to close Panola County Road #2811, returning it back to Private Road status. The motion passed unanimously.
7. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Cotton seconded the motion to adopt Resolution #2005-12 concerning the Application for Indigent Defense Formula Grant Program. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.


- ✓ 8. After some discussion Commissioner Dale LaGrone moved and Commissioner Ronnie LaGrone seconded the motion to assist the City of Carthage with the transportation of dirt to the ballpark under the authority of V.T.C.A. Transportation Code, Section 251.015. The motion passed unanimously.
- ✓ 9. After some discussion Commissioner Ronnie LaGrone moved and Commissioner Dale LaGrone seconded the motion to adopt Resolution #2005-13 supporting ETCOG as the Lead Agency in Developing a Regional Transit Coordination Plan. The motion passed unanimously. SEE COPY OF RESOLUTION ATTACHED.
- ✓ 10. Commissioner Ronnie LaGrone moved and Commissioner Reed seconded the motion to approve an exemption to the Panola County Personnel Policy and to approve the payment of overtime for hourly employees who participate in the Selective Traffic Enforcement Program as approved by the Court in Resolution #2005-11. The motion passed unanimously. SEE COPY OF EXEMPTION ATTACHED.
- ✓ 11. After some discussion Commissioner Cotton moved and Commissioner Dale LaGrone seconded the motion to declare the Voter's Office AIS 115 counter as surplus property and to offer it for trade in to Electronic Systems and Software, Inc. The motion passed unanimously. SEE REQUEST ATTACHED.
- ✓ 12. After some discussion Commissioner Dale LaGrone moved and Commissioner Cotton seconded the motion to approve a Non-Automated Contract Purchase Order-Requisition No. C1830-6-02 from the Texas Building and Procurement Commission for the purchase of 36 new voting machines, model 650 central counter, installation and training services, post warranty for hardware and firmware warranty that meet the requirements of the Help America Vote Act. The motion passed unanimously. SEE COPY OF REQUISITION ATTACHED.
- ✓ 13. After some discussion Commissioner Cotton moved and Commissioner Ronnie LaGrone seconded the motion to approve an Agreement between Election Systems and Software, Inc. and Panola County, Texas for a Voter Tabulation System and Services. The motion passed unanimously. SEE COPY OF AGREEMENT ATTACHED.
- ✓ 14. After some discussion Commissioner Reed moved and Commissioner Dale LaGrone seconded the motion to adopt Order #2005-12 regarding Retiree Drug Subsidy Funds. The motion passed unanimously. SEE COPY OF ORDER ATTACHED.

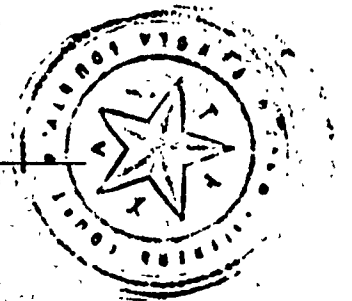
The meeting was then adjourned.

Dated this the 10th day of October, 2005.


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

ATTEST:


Mickey Dorman, County Clerk, Panola County, Texas



RESOLUTION #2005-13

RESOLUTION SUPPORTING ETCOG AS THE LEAD AGENCY IN DEVELOPING A REGIONAL TRANSIT COORDINATION PLAN

Whereas, the East Texas Council of Governments has been designated as the East Texas Rural Transit District and has been providing Rural Public Transportation since 1990; and

WHEREAS, ETCOG serves 14 counties with a population of 770,568, covering 10,021 square miles; and

WHEREAS, the 78th Texas State Legislature passed H.B. No. 3588, Article 13: Statewide Coordination of Public Transportation, which entails the following objectives: improve the delivery of transportation services, generate efficiencies in operation/increase levels of service, encourage cooperation and coordination, and develop regional plans; and

WHEREAS, ETCOG is currently in the process of implementing a comprehensive Rural and Regional Transit Plan that will complement the requirements under H.B. No. 3588; and

WHEREAS, ETCOG is representative of all 14 Counties and 87 Cities in our region with one or more representatives from each entity on the ETCOG Board of Directors; and

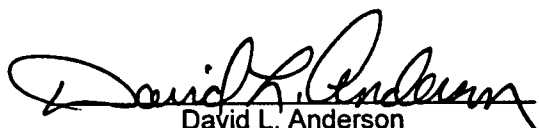
WHEREAS, the Texas Department of Transportation Commission has designated the boundaries of the existing 24 councils of government as the official transportation planning areas for the development of the Regional Transit Plans and allowing each region to determine which entity will serve as the lead agency in this planning effort; and

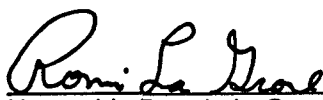
WHEREAS, the primary goal is to focus on developing a seamless transportation system of options to maximize individual participation and to focus on the individual person meeting health, social service or training needs, via an efficient transportation system; and

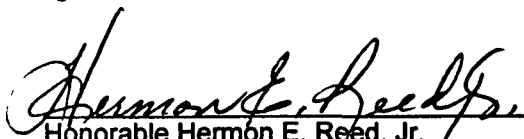
WHEREAS, the guiding mission of this regional coordination effort is to enhance service delivery, customer satisfaction, efficiency and effectiveness that will entail a comprehensive and coordinated public outreach to all concerned citizens and human service groups and agencies throughout East Texas.

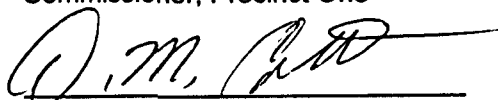
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Panola County, Texas officially supports the East Texas Council of Governments as the lead agency in developing a Regional Transit Coordination Plan for the 14 county ETCOG region.

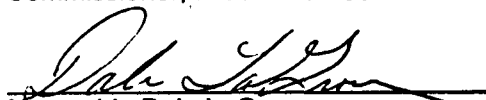
ADOPTED AND PASSED this 10th day of October, 2005 in Open Court.


David L. Anderson
County Judge

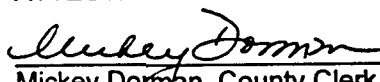

Honorable Ronnie LaGrone
Commissioner, Precinct One

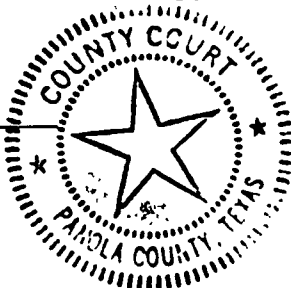

Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Douglas M. Cotton
Commissioner, Precinct Two


Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:


Mickey Dorman, County Clerk



10 October 2005

9:00 am

John R. Allen
A. M. Miller
W. P. McQuinn
Penny Attaway
K. J. Baker

CONSENT

ITEMS



CSCD
Community Supervisor
& Corrections Department

Panola County CSCD
313 W. Panola St. • Carthage, Texas 75633
Tel: (903) 693-0351 • Fax: (903) 693-0312

Troy J. Massey,
Director

October 3, 2005

Mrs. Portman
Panola County Treasurer
Courthouse
Carthage, Texas 75633

Dear Mrs. Portman,

Ms. Cynthia Davis's effective last date of employment with the 123rd Judicial District Adult Drug Court is October 21, 2005.

She will receive 0 days of vacation and 0 hours of compensatory time.

Sincerely


Troy Massey

Satellite Office: 114 Hurst St. • Center, Texas 75935
Tel: (936) 598-2718 • Fax: (936) 598-7257

COUNTY OF PANOLA

Carthage, Texas

Notice to Bidders

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids on the following items for use by Panola County:

Material & Supply Items	Estimated Annual Quantity
a. Road Oil (cracked fuel oil)	100,000 tons
b. Unleaded Gasoline	59,000 gallons
c. Diesel Fuel	59,000 gallons
d. Corrugated Steel Pipe Culverts	30 pipe
e. Polyethylene Corrugated Culverts	3000 linear feet
f. Gravel	2000 yards
g. Emulsified asphalt	25,000 gallons
h. Asphalt materials for road maintenance	
Oil Sand	1000 tons
Hot Oil Sand	1000 tons
Hot Mix Asphalt	1000 tons
Asphalt Concrete Patch Material	250 tons
i. Fly ash and bottom ash	3500 cubic yards
j. Bits/holders	3500 units
l. Used railroad tank cars/flat cars	6 cars

Bids will be received at the Office of County Judge David Anderson, Room 216-A Panola County Courthouse, Carthage, Texas 75633 until November 28, 2005, at 1:30 p.m. at which time bids will be opened in the Commissioners Courtroom, Carthage, Texas during the Commissioners Court meeting. Bids are to be on the unit price basis and no bond is required. Specifications and bid forms may be obtained at the County Judge's Office, 110 S. Sycamore, Room 216-A, Panola County Courthouse, Carthage, Texas 75633 and the County Warehouse, 1211 E. Sabine, Carthage, Texas 75633. Contracts will be awarded to the successful bidders in accordance with the above mentioned chapter of the Local Government Code. Payment will be made by checks after receiving the products or services provided to the County and upon approval of the invoices or statements by the Commissioners Court.

The County will not be obligated to purchase the estimated quantity or any particular quantity during the year. The Court reserves the right to accept or reject any and/or all bids.



Sidney Burns, County Auditor
Panola County, Texas

COUNTY OF PANOLA
CARTHAGE, TEXAS

NOTICE TO BIDDERS

In accordance with Vernons Texas Codes Annotated, Local Government Code, Chapter 262, Subchapter C, the Commissioners Court of Panola County, Texas will receive sealed bids for the purchase of two (2) dump trucks to be used by the Panola County Road and Bridge Department. Bids will be received at the Office of County Judge David Anderson, 110 S. Sycamore, Room 216-A, Panola County Courthouse, Carthage, Texas 75633 until Monday, November 14, 2005, at 9:00am at which time bids will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the Commissioners Court meeting. Bids are to be on the unit cost price basis and no bond is required. Specifications may be obtained at the County Judge's Office, and the Panola County Warehouse, 1211 E. Sabine, Carthage, TX 75633. A contract will be awarded to the successful bidder in accordance with the above mentioned Local Government Code. Payment will be made by check after receiving the above mentioned items and upon approval of bill or invoice by the Commissioners Court.

The Court reserves the right to accept or reject any and/or all bids.

Sidney Burns
Sidney Burns, County Auditor
Panola County, Texas

**CHAPTER 59 ASSET FORFEITURE REPORT
FOR THE
PANOLA COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE
AUGUST 31, 2005**

ROBINSON & WILLIAMS, P.L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS
416 WEST PANOLA
CARTHAGE, TEXAS 75633

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

TELEPHONE
(903) 693-8522

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

We have compiled the Chapter 59 Asset Forfeiture Report for the Panola County Criminal District Attorney's Office for the fiscal year ended August 31, 2005 included in the accompanying prescribed form.

Our compilation was limited to presenting in the form prescribed by the Office of the Attorney General - Special Crimes Division of the State of Texas information that is the representation of management. We have not audited or reviewed the Chapter 59 Asset Forfeiture Report referred to above and, accordingly, do not express an opinion or any other form of assurance on it.

The Chapter 59 Asset Forfeiture Report is presented in accordance with the requirements of the Office of the Attorney General - Special Crimes Division of the State of Texas, which differ from generally accepted accounting principles. Accordingly, the Chapter 59 Asset Forfeiture Report is not designed for those who are not informed about such differences.

Robinson & Williams

Robinson & Williams, P.L.L.C.
Certified Public Accountants

Carthage, Texas
September 25, 2005

**FY 2005 Chapter 59 Asset Forfeiture Report
by Attorney Representing the State**

Agency Name: Panola County District Attorney Reporting Period: 09/01/04 - 08/31/05
(example: 9/1/03 - 08/31/05)

Agency Mailing Address: Room 213 A Courthouse Annex
Carthage, Texas 75633

County: Panola (if multi-county district, list all counties within jurisdiction)

Phone Number: 903-693-0320

NOTE: Please round all dollar amounts to nearest whole dollar.

I. Beginning Balance

A) **Forfeited Funds** \$ 30,243
INSTRUCTIONS: Include total amount of funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency.

B) **Seized Funds** \$ 53,744
INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., a police department's account.

II. Seizures, Petitions for Forfeiture, and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) **Amount Seized by Employees of Your Agency**..... \$ 517,640
INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59 03 is sworn to by a peace officer employed by your agency.

2) **Forfeiture Petitions filed for all agencies you represent**..... \$ 517,640
INSTRUCTIONS: Enter the total amount of seized funds subject to a forfeiture petition filed during the reporting period. Do not include amounts seized if petition has not been filed.

3) **Amount Forfeited for all agencies you represent**..... \$ 432,618
INSTRUCTIONS: Enter the total amount forfeited by all forfeiture judgments, including amounts forfeited to other agencies. Do not include judgments that are not yet final due to appeal or motion for new trial. Include interest that was forfeited as part of the judgment.

4) **Amount Forfeited to and Received by Your Agency (Including Interest)**..... \$ 151,352
INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

5) **Amount Returned to Defendants**..... \$ 4,000
INSTRUCTIONS: Enter the total amount returned to Defendants

6) **Forfeitures Pending for all agencies you represent**..... \$ 136,540
INSTRUCTIONS: Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (this should be a currency amount for example \$1,000 etc.)

B) Other Property

INSTRUCTIONS: List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where petition was filed. List as "seized" only those seizures where the seizure affidavit required by Article 59 03 is sworn to by a peace officer employed by your agency. If property is sold list under "Proceeds Received by Your Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received. (These should be a number for example 1,2,3 etc., not a currency amount)

PLEASE NOTE: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions etc....	MOTOR VEHICLES (cars, motorcycles, tractor trailers etc.)	REAL PROPERTY (houses, land etc.)	COMPUTERS (include computer and attached system components, such as printers and monitors as one item.)	FIREARMS (include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER
Pending for all agencies at beginning of reporting period:	15	1	0	1	2
Seized by your agency during reporting period:	26	0	3	0	0
New petitions filed for all agencies during reporting period:	26	0	3	0	0
Forfeited to your agency during reporting period:	9	0	1	1	
Put into service by your agency during reporting period:	0	0	0	0	0
Pending for all agencies at end of reporting period:	30	1	2	0	2

C) Proceeds Received by Your Agency from Sale of Above-Listed Property \$ 1,820
INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

III. Forfeited Property and Proceeds Received from Another Agency
INSTRUCTIONS: Enter the total dollar amount (for proceeds) or total number of items (for property & other) received pursuant to a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency prior to it being transferred to your agency.

Proceeds-(should be a dollar amount)..... \$ 28,765
 Vehicles-(should be a number not dollar amount)..... 0
 Other-(should be a number not dollar amount)..... 0

IV. Interest Earned on Forfeited Funds During Reporting Period \$ 987
INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency.

V. Interest Earned on Seized Funds During Reporting Period \$ 1,720
INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VI.

Expenditures


INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for Chapter 59 expenditures-not for expenditures made pursuant to your general budget. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

Salaries	\$	13,381
Overtime	\$	0
Equipment (includes vehicles, computers, software, maintenance costs, etc.).....	\$	0
Supplies (includes cellular air time, miscellaneous commodities etc.).....	\$	4,439
Travel	\$	1,310
Training	\$	0
Paid to or shared with cooperating agency	\$	0
Confidential Informant Payments	\$	0
Prevention / Treatment Programs	\$	0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.).....	\$	0
Miscellaneous Fees (account service charge, insurance, audit fees, witness fees etc.)	\$	0
Other: (attach additional sheets if necessary)		
Description: _____ \$: _____	(Other total) \$	0
Description: _____ \$: _____		
Description: _____ \$: _____		
TOTAL EXPENDITURES	\$	19,130

Certification

Name of Agency Official: Danny Buck Davidson

Title: Panola County Criminal District Attorney

Signature: 

Date: 9/30/05

RETURN COMPLETED FORM TO: Office of the Attorney General
 Criminal Law Enforcement Division
 P.O. Box 12548
 Austin, Texas 78711-2548

Attn. Kent Richardson
 (512) 936-1348
 FAX (512)494-8283
 E-mail: kent.richardson@oag.state.tx.us



Federal Equitable Sharing Agreement

VALID THRU SEPTEMBER 30, 2008



Law Enforcement Agency: Paula County Constable's Office Check if New Participant
 Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other Constable

Contact Person: Constable Kevin Lake **E-mail Address:** _____

Mailing Address: 110 S. Sycamore Rm 102-A Corthage TX 75633
(Street) (City) (State) (Zip Code)

Telephone Number: (903) 693-0385 **Fax Number:** (903) 693-0342

Agency Fiscal Year Ends on: 12/31 **NCIC/ORI/Tracking No.:** TX 1830200
(Month/Day)

This Federal Equitable Sharing Agreement entered into among (1) the Federal Government, (2) the above-stated law enforcement agency, and (3) the governing body sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By their signatures, the parties agree that they will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program.

- Submission.** The Federal Equitable Sharing Agreement and the Federal Annual Certification Report must be submitted to both the Department of Justice and the Department of the Treasury with a copy provided to the U.S. Attorney in the district in which the recipient law enforcement agency is located, in accordance with the instructions received from the respective departments or as outlined in their equitable sharing guidelines.

Asset Forfeiture and Money Laundering Section
 U.S. Department of Justice
 10th and Constitution Avenue, NW
 Bond Building, 10th Floor
 Washington, DC 20530
 Fax: (202) 616-1344
 E-mail address: afmls.aca@usdoj.gov

Executive Office for Asset Forfeiture
 U.S. Department of the Treasury
 740 15th Street, NW
 Suite 700
 Washington, DC 20220
 Fax: (202) 622-9610
 E-mail address: treas.aca@teoaf.treas.gov

- Signatories.** This agreement must be signed by the head of the law enforcement agency and the head of the governing body. Examples of law enforcement agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. Receipt of the signed agreement is a prerequisite to receiving any equitably shared cash, property, or proceeds.
- Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern equitable sharing and as specified in the equitable sharing request (either a DAG-71 or a TDF 92-22.46) submitted by the requesting agency.
- Transfers.** Before the undersigned law enforcement agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must verify first that the receiving agency has a current and valid Federal Equitable Sharing Agreement on file with both the Department of Justice and the Department of the Treasury. If there is no agreement on file, the undersigned law enforcement agency must obtain one from the receiving agency and forward it to the Department of Justice and the Department of the Treasury as in item 1. A list of recipients and the amount transferred must be attached to the Federal Annual Certification Report.

April 2005

5. **Internal Controls.** The parties agree to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The recipient agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The parties agree that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the Department of Justice's *A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*. The accounting of shared funds must be reported on the Annual Certification Report.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds or property.

6. **Federal Annual Certification Report.** The recipient agency shall submit an Annual Certification Report to the Department of Justice and the Department of the Treasury (at the addresses shown in item 1) and a copy to the U.S. Attorney in the district in which the recipient agency is located. The certification must be submitted in accordance with the instructions received from the respective departments or as outlined in the *Justice or Treasury Guides*. Receipt of the certification report is a prerequisite to receiving any equitably shared cash, property, or proceeds.

7. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits.

8a. **During the past 3 years, has your agency been found in violation of, or entered into a settlement agreement pursuant to, any nondiscrimination law in federal or state court, or before an administrative agency?**

Yes No (If you answered yes, attach relevant information. See instructions.)

8b. **Are there pending in a federal or state court, or before any federal or state administrative agency, proceedings against your agency alleging discrimination?**

Yes No (If you answered yes, attach relevant information. See instructions.)

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

Under penalty of perjury, the undersigned officials certify that the recipient state or local law enforcement agency is in compliance with the provisions of the *Justice and/or Treasury Guides* and the National Code of Professional Conduct for Asset Forfeiture.

Name (Print or Type) Kevin Lake Date 9/27/05
Law Enforcement Agency Head

Name (Print or Type) David L. Anderson Date 10-10-05
Governing Body Head

Signature Kevin Lake

Signature David L. Anderson

Title Constable Act 1:4

Title County Judge

This form is subject to the Freedom of Information Act and may be released under 5 U.S.C. § 552
See www.usdoj.gov/criminal/afmls.html or www.treas.gov/offices/enforcement/tenaf for additional forms.





Federal Equitable Sharing Agreement

VALID THRU SEPTEMBER 30, 2008



Law Enforcement Agency: Panola County Constable pct. #13 Check if New Participant
 Police Department Sheriff's Office/Department Task Force (attach list of members) Prosecutor's Office Other Constable

Contact Person: Mitch Norton E-mail Address: _____

Mailing Address: 110 So. Sycamore Carthage Tx 75633
(Street) (City) (State) (Zip Code)

Telephone Number: (903) 693-0385 Fax Number: (903) 693-0342

Agency Fiscal Year Ends on: 12-31 NCIC/ORI/Tracking No.: 1830200
(Month/Day)

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- 1. Submission.** The Federal Equitable Sharing Agreement and the Federal Annual Certification Report must be submitted to both the Department of Justice and the Department of the Treasury with a copy provided to the U.S. Attorney in the district in which the recipient law enforcement agency is located, in accordance with the instructions received from the respective departments or as outlined in their equitable sharing guidelines.

Asset Forfeiture and Money Laundering Section
U.S. Department of Justice
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- 2. Signatories.** This agreement must be signed by the head of the law enforcement agency and the head of the governing body. Examples of law enforcement agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. Receipt of the signed agreement is a prerequisite to receiving any equitably shared cash, property, or proceeds.
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The parties agree that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the Department of Justice's *A Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*. The accounting of shared funds must be reported on the Annual Certification Report.

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Yes No (If you answered yes, attach relevant information. See instructions.)

8b. **Are there pending in a federal or state court, or before any federal or state administrative agency, proceedings against your agency alleging discrimination?**

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The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

Under penalty of perjury, the undersigned officials certify that the recipient state or local law enforcement agency is in compliance with the provisions of the *Justice and/or Treasury Guides* and the National Code of Professional Conduct for Asset Forfeiture.

Name (Print or Type) Mitch Norton Date 9/27/05
Law Enforcement Agency Head

Signature M. Norton

Title Constable

Name (Print or Type) David L. Anderson Date 10-10-05
Governing Body Head

Signature David L. Anderson

Title County Judge

This form is subject to the Freedom of Information Act and may be released under 5 U.S.C. § 552
See www.usdoj.gov/criminal/afmls.html or www.treas.gov/offices/enforcement/tevat for additional forms.



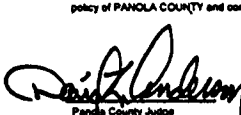
PANOLA COUNTY INVESTMENT REPORT
SEPTEMBER 30, 2005


INVESTMENTS AS OF JUNE 30 2005	24 800 000 00		
	Investments	Maturity Date	Interest Rate
Beginning Balance 06-30-05	24 800 000 00		
Maturing 7-08-05 (Purchased 4-8-05)	(8,200,000 00)		2.78%
Maturing 7-08-05 (Purchased 4-12-05)	(1,800,000 00)		2.69%
Purchase of CD No 48287 on 7-8-05	8,000,000 00	10/7/2005	3.07%
General Fund - 6 500 000 00			
Road & Bridge - 1 206 000 00			
Special Fees - 30 000 00			
Special Fees - 25 000 00			
FM & Lateral - 268 000 00			
Road Bond 1971 - 69 000 00			
Old Probation - 2 000 00			
Permanent Improvement - 58 000 00			
Panola County Airport - 70 000 00			
Health Fund - 200 000 00			
Taxes and Benefits - 552 000 00			
Maturing 7 12-05 (Purchased 2 8-05)	(3,400,000 00)		2.82%
Purchase of CD No 48300 on 7 12-05	3,400,000 00	11/1/2005	3.18%
General Fund - 2 000 000 00			
Road & Bridge - 900 000 00			
Special Fees - 5 000 00			
FM & Lateral Road - 65 000 00			
Road Bond 1971 - 10 000 00			
Permanent Improvement - 2 000 00			
Panola County Airport - 20 000 00			
Taxes & Benefits - 298 000 00			
Health Fund - 100 000 00			
Maturing 8-09-05 (Purchased 5-10-05)	(4,200 000 00)		2.84%
Purchase of CD No 48346 on 8-9-05	3,300,000 00	11/28/2005	3.44%
General Fund - 1 327 000 00			
Road & Bridge - 1 118 000 00			
Special Fees - 45 000 00			
Special Fees - 18 000 00			
FM & Lateral - 201 000 00			
Road Bond 1971 - 55 000 00			
Old Probation - 3 900 00			
Permanent Improvement - 44 000 00			
Panola County Airport - 10 000 00			
Taxes & Benefits - 400 100 00			
Health Fund - 80 000 00			
Maturing 9-08-05 (Purchased 6-7-05)	(7,400,000 00)		2.85%
Purchase of CD No 48382 on 9-8-05	7,200 000 00	1/3/2006	3.43%
General Fund - 3 000 000 00			
Road & Bridge - 807,000 00			
Special Fees - 50 000 00			
Special Fees - 10 000 00			
FM & Lateral - 200 000 00			
Road Bond 1971 - 105 000 00			
Old Probation - 5 400 00			
Permanent Improvement - 68,000 00			
Panola County Airport - 25 000 00			
Health Fund - 2 580 000 00			
Juvenile Probation - 30 000 00			
Juvenile Probation - 32 000 00			
Taxes & Benefits - 307 800 00			


INVESTMENTS AS OF SEPTEMBER 30, 2005 22,900,000 00

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

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


 Paul Anderson
 Panola County Judge
 10-10-05
 Date


 Sidie Buss
 Panola County Auditor
 10-10-05
 Date

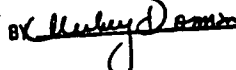

 Alicia Portman
 Panola County Treasurer
 10-10-05
 Date

FILED FOR RECORD
IN MY OFFICE

AT 2:30 O'CLOCK P M

OCT 10 2005

MICKEY DORMAN
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY  DEPUTY

PANOLA COUNTY
2005
BUDGET AMENDMENT #13

GENERAL FUND

Additional Revenues:

Cash Balance - Beginning of Year
Total

5,342

5,342

Additional & Revised Expenditures:

Criminal District Attorney

Professional Services
Conferences and Dues
Furniture & Equipment
Total Expenditures

600
(2,871)
2,271

0

Sheriff

STEP Overtime
Social Security
Retirement
Unemployment
Worker's Compensation
Total Expenditures

4,075
312
834
10
111

5,342

Airport

Office Supplies & Repairs
Repair & Maintenance Supplies
Professional Services
Communication Telephone
Conference, Dues, Lodging & Meals
Rentals & Leases
Total Expenditures

200
500
500
300
(1,000)
(500)

0

District Court

Miscellaneous
Office Supplies & Repairs
Professional Services
Conferences and Dues
Total Expenditures

(300)
300
(350)
350

0

GRAND TOTAL GENERAL FUND

5,342

123RD ADULT DRUG COURT PROGRAM FUND
For Fiscal Year Ending August 31, 2005

Revised Expenditures:		
Vehicle Maintenance Funds	(4,000)	
Office/Computer Supplies	3,750	
Long Distance/Cellular	<u>250</u>	
Total Expenditures		0
GRANT TOTAL 123RD ADULT DRUG COURT PROGRAM FUND		<u>0</u>

ROAD & BRIDGE FUND

Revised Expenditures:		
Bridge Construction	(25,000)	
Repair and Maintenance Supplies	<u>25,000</u>	
Total Road & Bridge Fund		0
GRAND TOTAL ROAD & BRIDGE FUND		<u>0</u>

PANOLA COUNTY
2005
BUDGET AMENDMENT #13

We hereby amend the Panola County Budget for the Fiscal Year 2005 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2005 Panola County Budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2005 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2005.

Signed on this 10 day of October, 2005.

Darick Anderson
County Judge

Ronnie LaGrone
Commissioner Precinct # 1

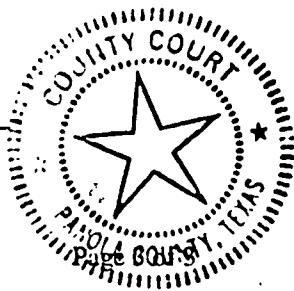
Herbert B. Reed
Commissioner Precinct # 3

D.M. Carter
Commissioner Precinct # 2

Dale S. Gannon
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 10th day of October, 2005 as the same appears on file in the office of the County Clerk of Panola County.

Leubey Danner
County Clerk





CONTINUATION
CERTIFICATE

VOL. 51 PAGE 433

AMERICAN STATES INSURANCE COMPANY

Indianapolis, Indiana, Surety upon

a certain Bond No. EX 885278

dated effective 10/14/1994
(MONTH-DAY-YEAR)

on behalf of JEFFREY DICKERSON C/O PANOLA COUNTY COURTHOUSE
(PRINCIPAL)

and in favor of SHERIFF OF PANOLA COUNTY
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 10/14/2005
(MONTH-DAY-YEAR)

and ending on 10/14/2006
(MONTH-DAY-YEAR)

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

Description of bond RESERVE DEPUTY

Premium: \$100.00

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 August 15, 2005

(MONTH-DAY-YEAR)

AMERICAN STATES INSURANCE COMPANY

PO Box 34526, Seattle, WA 98124-1526

1-888-844-2663

By *Mike McGavick*

Mike McGavick - President

Agent: THE PATTERSON AGENCY
PO BOX 430
CARTHAGE, TX 75633-0430

(903) 693-3831



PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
10-10-05
David L. Anderson
David L. Anderson,
County Judge

NAME: Mickey Dorman
POSITION: County Clerk
DEPARTMENT: County Clerk
DATE: 9-28-05

CONFERENCE: Area Meeting of County & District Clerks
LOCATION: Tyler, Tx
DATES: Oct 27, 2005 to Oct 27, 2005

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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? _____

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.)

Keep up to date on changes affecting the office.

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

APPROVED
10-10-05

David L. Anderson
David L. Anderson,
County Judge

VOL. 51 PAGE 435

NAME: *Kenna Roberts Ragster*
POSITION: *Court Administrator*
DEPARTMENT: *District Judge*
DATE: *9/26/05*

CONFERENCE: *TACA - 29th Annual Education Conference*
LOCATION: *Dallas*
DATES: *10/11/05 - 10/14/05* 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? *all of it*
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? *5*

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

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

To gain knowledge on effective leadership & tools to
improve Court Performance.

APPROVED
10-10-05
David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Ronnie Endsley

POSITION: Deputy

DEPARTMENT: Sheriff

DATE: 10-5-05

CONFERENCE: Police Emergency Driving

LOCATION: Kilgore, Tx

DATES: 10-11-05 to 10-12-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 16 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? 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.)

Driver training

APPROVED
10-10-05

David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

101
51 PAGE 457

NAME: John Hearnberger

POSITION: Deputy

DEPARTMENT: Sheriff

DATE: 10-5-05

CONFERENCE: Police Emergency Driving

LOCATION: Kilgore, Tx

DATES: 10-11-05 to 10-12-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 16 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? 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.)

Driver training

APPROVED
10-10-05
David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Jeff Ivy

POSITION: Deputy

DEPARTMENT: Sheriff

DATE: 10-5-05

CONFERENCE: Police Emergency Driving

LOCATION: Kilgore, Tx

DATES: 10-11-05 to 10-12-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 16 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? 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.)

Driver training

APPROVED
10-10-05

David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

VOI
PAGE 439

NAME: Brady Odom
POSITION: Deputy
DEPARTMENT: Sheriff
DATE: 10-5-05

CONFERENCE: Police Emergency Driving
LOCATION: Kilgore, Tx
DATES: 10-11-05 to 10-12-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 16 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? 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.)

Driver training

APPROVED
10-10-05
David L. Anderson
David L. Anderson,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Alan Smith

POSITION: Deputy

DEPARTMENT: Sheriff

DATE: 10-5-05

CONFERENCE: Police Emergency Driving

LOCATION: Kilgore, Tx

DATES: 10-11-05 to 10-12-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

If not, how much of your requirements will be met by this conference? 16 hrs

How much of your requirements have been met already, not counting this conference?
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How many days have you been away from your job this year for conferences, not counting this conference? 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.)

Driver training

APPROVED
10-10-05

David L. Anderson
David L. Anderson,
County Judge

FAXED
10-6-05

Y01
PAGE 441

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Tammy Mitchum
POSITION: SUPERVISION OFFICER
DEPARTMENT: 123rd Judicial District Drug Court
DATE: 10-6-05

CONFERENCE: SCS TRAINING

LOCATION: WACO

DATES: 10-24-05 to 10-28-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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? _____

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.)

Tammy Mitchum _____ *LaRay A. Bailey*
_____ 10/6/05

APPROVED
10-10-05

David L. Anderson
David L. Anderson,
County Judge

10-6-05

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Cynthia Davis
Tammy Mitchum
POSITION: SUPERVISION OFFICERS
DEPARTMENT: 123RD JUDICIAL DIST. DRUG COURT
DATE: _____

CONFERENCE: CSO CERTIFICATION
LOCATION: SAM HOUSTON STATE UNIV.
DATES: 7-17-05 to 7-23-05

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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? _____

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.)

Pat M...

ACTION

ITEMS

Panola County
07 Oct 2005

ACCOUNTS PAYABLE SYSTEM

05:12:43pm

THE SOFTWARE GROUP, INC.

Open Invoices thru 10/10/05

PAGE 1

	Gross Amount	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 605-ABC AUTO PARTS	\$27.98		\$0.00		\$ 27.98
* Due 1475-ACE HARDWARE OF EAST TEXA	\$14.12		\$0.00		\$ 14.12
* Due 1301-ADAMS OIL COMPANY	\$35745.08		\$0.00		\$ 35745.08
* Due 4026-ALCOHOL & DRUG ABUSE COUN	\$50.00		\$0.00		\$ 50.00
* Due 4025-ALERT INC.	\$375.00		\$0.00		\$ 375.00
* Due 4019-ALLEN HICKS	\$100.00		\$0.00		\$ 100.00
* Due 135-ALLTEL	\$35.84		\$0.00		\$ 35.84
* Due 3908-ALLTEL - CDA	\$306.69		\$0.00		\$ 306.69
* Due 3464-AMERICAN ELECTRIC POWER A	\$99.67		\$0.00		\$ 99.67
* Due 2764-AMERICAN JAIL ASSOCIATION	\$36.00		\$0.00		\$ 36.00
* Due 229-ANDERSON TRACTOR SALES	\$204.00		\$0.00		\$ 204.00
* Due 1762-ANDY FAVORS	\$450.00		\$0.00		\$ 450.00
* Due 2833-AUTO EXPRESS LUBE	\$381.42		\$0.00		\$ 381.42

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

PAGE 2

	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 423-B & B LOCKSMITH/GLASS	\$656.85	_____	\$0.00	_____	\$ 656.85
* Due 1599-BANK OF AMERICA PC	\$1884.80	_____	\$0.00	_____	\$ 1884.80
* Due 3885-BAXTER SALES - REG	\$238.72	_____	\$0.00	_____	\$ 238.72
* Due 562-BAXTER SALES CO INC.	\$1518.74	_____	\$0.00	_____	\$ 1518.74
* Due 4020-BRANDON EVERETT	\$206.00	_____	\$0.00	_____	\$ 206.00
* Due 319-BRYAN & BRYAN	\$10736.79	_____	\$0.00	_____	\$ 10736.79
* Due 38-C.C.I. INC	\$30.00	_____	\$0.00	_____	\$ 30.00
* Due 6-CAIN HARDWARE AND LUNBER CO	\$448.32	_____	\$0.00	_____	\$ 448.32
* Due 3005-CANON FINANCIAL SERVICES	\$184.00	_____	\$0.00	_____	\$ 184.00
* Due 3943-CAPITAL ONE F.S.B.	\$32.38	_____	\$0.00	_____	\$ 32.38
* Due 209-CAR-TEX TRAILER COMPAN, I	\$306.85	_____	\$0.00	_____	\$ 306.85
* Due 3402-CARLOS TREE SERVICE	\$1070.00	_____	\$0.00	_____	\$ 1070.00
* Due 2560-CARTHAGE DISCOUNT TIRE	\$428.38	_____	\$0.00	_____	\$ 428.38

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

PAGE 3

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 8-CARTHAGE MACHINE AND WELDING	\$66.25			\$0.00			\$ 66.25
* Due 95-CARTHAGE OFFICE SUPPLY, I	\$3258.30			\$0.00			\$ 3258.30
* Due 3434-CARTHAGE TRACTOR & EQUIP	\$44.77			\$0.00			\$ 44.77
* Due 1518-CATHERINE SMITH	\$7.25			\$0.00			\$ 7.25
* Due 3617-CDW GOVERNMENT, INC.	\$313.98			\$0.00			\$ 313.98
* Due 3904-CELLULAR ONE - CONST	\$35.17			\$0.00			\$ 35.17
* Due 3940-CELLULAR ONE - CSCD	\$1118.42			\$0.00			\$ 1118.42
* Due 3903-CELLULAR ONE - CTHS SECUR	\$17.85			\$0.00			\$ 17.85
* Due 63-CENTERPOINT ENERGY	\$130.15			\$0.00			\$ 130.15
* Due 1710-CENTRAL PUBLIC SAFETY E	\$2602.00	0		\$0.00			\$ 2602.00
* Due 2639-CHEM CHEK INC	\$175.00			\$0.00			\$ 175.00
* Due 42-CHEROKEE COUNTY	\$550.00			\$0.00			\$ 550.00
* Due 1932-CHIEF SUPPLY INC	\$3427.03			\$0.00			\$ 3427.03
* Due 3872-CINGULAR WIRELESS - JUV	\$123.49			\$0.00			\$ 123.49

Panola County
THE SOFTWARE GROUP, INC.A C C O U N T S P A Y A B L E S Y S T E M
Open Invoices thru 10/10/05

07 Oct 2005

PAGE 4

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 3873-CINGULAR WIRELESS-DPS	\$80.85			\$0.00			\$ 80.85
* Due 37-CITY OF CARTHAGE	\$24546.50			\$0.00			\$ 24546.50
* Due 3853-CLASSIC CHEVROLET BEAU	\$36159.74			\$0.00			\$ 36159.74
* Due 3661-COOK TIRE & SERVICE CENT	\$206.56			\$0.00			\$ 206.56
* Due 195-COREY BANKHEAD	\$250.00			\$0.00			\$ 250.00
* Due 4021-CORRECTIONAL COUNSELING	\$402.39			\$0.00			\$ 402.39
* Due 2769-COX COMMUNICATIONS INC	\$19.95			\$0.00			\$ 19.95
* Due 28-CRAIG MILAN ELECTRIC	\$440.00			\$0.00			\$ 440.00
* Due 1376-CRAWFORD DUANE PARKER II	\$500.00			\$0.00			\$ 500.00
* Due 4023-CUSTOM COMPUTER SPECIALIS	\$90.00			\$0.00			\$ 90.00
* Due 43-D & C CLEANING CONTRACTOR	\$3960.00			\$0.00			\$ 3960.00
* Due 452-DALLAS COUNTY TREASURER	\$1500.00			\$0.00			\$ 1500.00
* Due 775-DAVID BROOKS	\$100.00			\$0.00			\$ 100.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

PAGE 5

	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3999-DAVID CARTER	\$945.36			\$0.00			\$ 945.36
* Due 3240-DEBBIE'S BEST WATER STOR	\$120.00			\$0.00			\$ 120.00
* Due 1906-DECISIONONE CORPORATION	\$18.72			\$0.00			\$ 18.72
* Due 1470-DELL MARKETING L.P.	\$82.29			\$0.00			\$ 82.29
* Due 2910-DENISE GRAY	\$62.33			\$0.00			\$ 62.33
* Due 2975-ORL LABS	\$916.00			\$0.00			\$ 916.00
* Due 3748-EAST TEXAS SECURE SOLUT	\$2984.00			\$0.00			\$ 2984.00
* Due 3470-ED BRANDO	\$110.99			\$0.00			\$ 110.99
* Due 2066-ETNC CARTHAGE	\$2636.24			\$0.00			\$ 2636.24
* Due 3603-ETNC FIRST PHYSICIANS	\$160.00			\$0.00			\$ 160.00
* Due 3026-ETOX	\$37.26			\$0.00			\$ 37.26
* Due 93-EXCEL FORD LINCOLN MERCUR	\$2863.00			\$0.00			\$ 2863.00
* Due 127-EXXONMOBIL	\$557.55			\$0.00			\$ 557.55

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3555-FEDEX	\$19.02	_____	_____	\$0.00	_____	_____	\$ 19.02
* Due 14-FIRMIN'S OFFICE CITY	\$1004.92	_____	_____	\$0.00	_____	_____	\$ 1004.92
* Due 2911-FISH & STILL EQUIPMENT C	\$814.06	_____	_____	\$0.00	_____	_____	\$ 814.06
* Due 3899-FRESH COUNTRY FOOD SERV	\$2854.34	_____	_____	\$0.00	_____	_____	\$ 2854.34
* Due 3024-GRAYSON COUNTY DEPT OF	\$4982.00	E	E	\$0.00	_____	_____	\$ 4982.00
* Due 616-HARRISON COUNTY	\$1680.00	_____	_____	\$0.00	_____	_____	\$ 1680.00
* Due 187-HART INTERCIVIC	\$633.73	_____	_____	\$0.00	_____	_____	\$ 633.73
* Due 370-HIGH POINT COMMUNICATIONS	\$131.69	_____	_____	\$0.00	_____	_____	\$ 131.69
* Due 3255-HOLT CAT	\$1309.38	_____	_____	\$0.00	_____	_____	\$ 1309.38
* Due 1000-IKON OFFICE-SOLUTIONS	\$131.42	_____	_____	\$0.00	_____	_____	\$ 131.42
* Due 3183-INTERSTATE ALL BATTERY C	\$169.54	_____	_____	\$0.00	_____	_____	\$ 169.54
* Due 3740-INTERSTATE BRANDS CORP.	\$251.06	_____	_____	\$0.00	_____	_____	\$ 251.06
* Due 1055-JEFF SCARBOROUGH	\$184.82	_____	_____	\$0.00	_____	_____	\$ 184.82
* Due 3633-JIH YOUNG	\$219.40	_____	_____	\$0.00	_____	_____	\$ 219.40

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005
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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 516-KAREN S. CLARK CSR	\$1643.50			\$0.00			\$ 1643.50
* Due 3874-KEN TURNER-DPS	\$177.00			\$0.00			\$ 177.00
* Due 84-KIRBY RESTAURANT SUPPLY	\$248.10			\$0.00			\$ 248.10
* Due 181-LAGROME AIR CONDITIONING	\$140.00	C		\$0.00			\$ 140.00
* Due 4024-LASALLE CO. SHERIFFS OFFI	\$50.00			\$0.00			\$ 50.00
* Due 286-LAW ENFORCEMENT SYSTEMS,	\$403.00			\$0.00			\$ 403.00
* Due 3111-LEXISNEXIS MATTHEW BENDER	\$61.90			\$0.00			\$ 61.90
* Due 1313-LONGVIEW ASPHALT INC	\$16556.22			\$0.00			\$ 16556.22
* Due 3944-LYNDA RUSSELL	\$1222.90			\$0.00			\$ 1222.90
* Due 1240-W.G. CLEANERS	\$192.50			\$0.00			\$ 192.50
* Due 3708-WASON'S PLACE	\$25.95			\$0.00			\$ 25.95
* Due 2148-NORRISON SUPPLY COMPANY	\$873.00			\$0.00			\$ 873.00
* Due 3202-OLMSTED-KIRK PAPER COMPA	\$751.81			\$0.00			\$ 751.81

Panola County
THE SOFTWARE GROUP, INC.ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

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	Gross Amount.	Req.	Req.	Discount	Req.	Req.	Net Amt.....
* Due 3316-PANELA WORTHINGTON	\$250.00			\$0.00			\$ 250.00
* Due 1555-PANOLA COUNTY AUTO REGIST	\$54.35			\$0.00			\$ 54.35
* Due 512-PANOLA COUNTY GENERAL FU	\$1061.53			\$0.00			\$ 1061.53
* Due 771-PANOLA COUNTY ROAD & BRI	\$2117.00			\$0.00			\$ 2117.00
* Due 3823-PANOLA COUNTY TAX OFFICE	\$54.35			\$0.00			\$ 54.35
* Due 103-PEGUES-HURST MOTOR CO.	\$1124.93			\$0.00			\$ 1124.93
* Due 2969-PIERCE CONSTRUCTION INC	\$3470.50			\$0.00			\$ 3470.50
* Due 243-PIPPEN MOTOR COMPANY	\$16.70			\$0.00			\$ 16.70
* Due 1405-PITNEY BOWES CREDIT COR	\$1575.00			\$0.00			\$ 1575.00
* Due 233-PRITCHARD & ABBOTT, INC	\$24765.00			\$0.00			\$ 24765.00
* Due 252-PRO-MED SYSTEMS	\$80.70			\$0.00			\$ 80.70
* Due 373-PROSIGNS	\$37.50			\$0.00			\$ 37.50
* Due 1025-PURCHASE POWER	\$14996.32			\$0.00			\$ 14996.32

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

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	Gross Amount.	Req. Req.	Discount Req. Req.	Net Amt.....
* Due 412-QUILL CORPORATION	\$923.34	_____	\$0.00 _____	\$ 923.34
* Due 60-R & J'S CUSTOM EXHAUST & MU	\$25.00	0 _____	\$0.00 _____	\$ 25.00
* Due 129-RANCLAND	\$50.90	_____	\$0.00 _____	\$ 50.90
* Due 20-RED MAN SUPPLY	\$7.69	_____	\$0.00 _____	\$ 7.69
* Due 2767-ROBERT G. CALLAHAN, W.D.	\$820.00	_____	\$0.00 _____	\$ 820.00
* Due 3094-ROBINSON TEXTILES	\$249.07	_____	\$0.00 _____	\$ 249.07
* Due 86-RUSK COUNTY ELECTRIC COOP.	\$634.36	_____	\$0.00 _____	\$ 634.36
* Due 3807-SAFECO INSURANCE COMPANI	\$125.00	_____	\$0.00 _____	\$ 125.00
* Due 3757-SAN HOUSTON STATE UNIVER	\$200.00	_____	\$0.00 _____	\$ 200.00
* Due 31-SCOTT-HERRIMAN, INC.	\$2030.84	_____	\$0.00 _____	\$ 2030.84
* Due 3363-SHELBY COUNTY TREASURER	\$1411.14	_____	\$0.00 _____	\$ 1411.14
* Due 4009-ST PAUL TRAVELERS	\$166.00	_____	\$0.00 _____	\$ 166.00
* Due 3551-TDCAA	\$208.00	_____	\$0.00 _____	\$ 208.00
* Due 4022-TDCJ-CJAD	\$60.00	_____	\$0.00 _____	\$ 60.00

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005

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

	Gross Amount	Req.	Req.	Discount	Req.	Req.	Net Amt
* Due 29-YEO'S SAW SHOP	\$632.12			\$0.00			\$ 632.12
* Due 3360-TEXAS COMMISSION ON ENVIR	\$50.00	1		\$0.00			\$ 50.00
* Due 3601-TEXAS DEPARTMENT OF AGRIC	\$19.50			\$0.00			\$ 19.50
* Due 3009-TEXAS PARKS & WILDLIFE	\$79.05			\$0.00			\$ 79.05
* Due 3583-TEXAS STATE UNIVERSITY/SA	\$50.00			\$0.00			\$ 50.00
* Due 3399-TEXAS TRAUMA & EMERGENCY	\$860.00			\$0.00			\$ 860.00
* Due 161-THE SOFTWARE GROUP	\$5046.00			\$0.00			\$ 5046.00
* Due 33-THYSSENKRUPP ELEVATOR	\$802.50			\$0.00			\$ 802.50
* Due 1-TOLEDO AUTOMOTIVE	\$3030.76			\$0.00			\$ 3030.76
* Due 668-TOM H. JONES, DDS	\$743.00			\$0.00			\$ 743.00
* Due 1990-TRI-STATE FASTENERS & SUP	\$56.81			\$0.00			\$ 56.81
* Due 2874-TX. ASSOC. OF COUNTIES	\$30301.52	1		\$0.00			\$ 30301.52
* Due 973-TYLER UNIFORM	\$67.03			\$0.00			\$ 67.03

Panola County
THE SOFTWARE GROUP, INC.

ACCOUNTS PAYABLE SYSTEM
Open Invoices thru 10/10/05

07 Oct 2005
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	Gross Amount.	Req. Req.	Discount Req.	Req. Req.	Net Amt.....
* Due 462-U.S. POSTMASTER	\$150.00		\$0.00		\$ 150.00
* Due 1896-UNIFIRST	\$945.34		\$0.00		\$ 945.34
* Due 253-UNIVERSAL TIME EQUIPMENT	\$403.88		\$0.00		\$ 403.88
* Due 1650-USPS DISBURSING OFFICER	\$235.00		\$0.00		\$ 235.00
* Due 3478-VARIAN INC	\$1800.00		\$0.00		\$ 1800.00
* Due 91-VIKING OFFICE PRODUCTS	\$1435.96		\$0.00		\$ 1435.96
* Due 3989-VIP TECHNOLOGIES INC	\$113.75		\$0.00		\$ 113.75
* Due 3419-WALMART COMM MAINT	\$58.70		\$0.00		\$ 58.70
* Due 2971-WALMART COMMUNITY SO	\$138.54		\$0.00		\$ 138.54
* Due 2533-WEST GROUP	\$1097.24		\$0.00		\$ 1097.24
* Due 64-XEROX CORPORATION	\$1568.44		\$0.00		\$ 1568.44
Totals	\$290121.24		\$0.00		\$ 290121.24

376 records listed.

RESOLUTION #2005-12

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

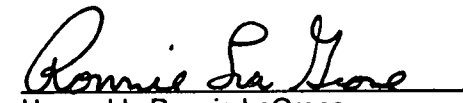
WHEREAS, Panola County Commissioners' Court has agreed that in the event of loss or misuse of the funds, Panola County Commissioners' Court assures that the funds will be returned in full to the Task Force on Indigent Defense;

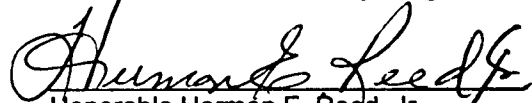
NOW, THEREFORE, BE IT RESOLVED, and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Discretionary Grant Program and all other necessary documents to accept said grant; and

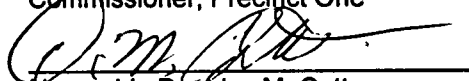
BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and Contact Person for this grant and the County Auditor is designated as the Financial Officer for this grant.

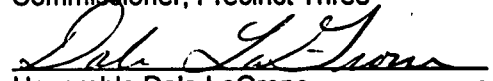
APPROVED AND PASSED this 10th day of October, 2005.


David L. Anderson, County Judge


Honorable Ronnie LaGrone
Commissioner, Precinct One

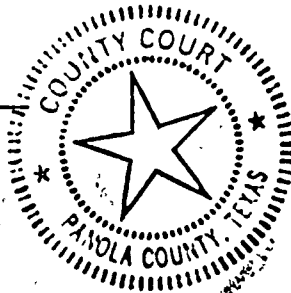

Honorable Hermon E. Reed, Jr.
Commissioner, Precinct Three


Honorable Douglas M. Cotton
Commissioner, Precinct Two


Honorable Dale LaGrone
Commissioner, Precinct Four

ATTEST:


Mickey Dorman, County Clerk





County of Panola

CARTHAGE, TEXAS 75633

Betty Atkerson
Election Administrator
Panola County Courthouse
Room 110

Phone: (903) 893-0370

Fax: (903) 893-7283

October 5, 2005

Panola County Commissioner's Court
Panola County Courthouse
Carthage, Texas 75633

RE: Surplus Property

Dear Sirs:

I am requesting the following voting equipment be declared surplus. This equipment (AIS 115 counter) will be traded to ES&S toward the purchase of a new 650 model central counting machine.

Thank You,

A handwritten signature in cursive script that reads "Betty Atkerson".

Betty Atkerson
Elections Administrator

cc: Sidney Burns

**NON-AUTOMATED CONTRACT
PURCHASE ORDER**

71626
VENDOR#

Texas Building and Procurement Commission
PO BOX 13047, AUSTIN, TX 78711-3047

ON ALL PAPERS
AND PACKAGES
SHOW THIS NO.



ELECTION SYSTEMS & SOFTWARE INC.
Contractor & Shipper
11208 John Galt Boulevard
Address
Omaha, NE 68137
City
FAX No.: (402)970-1291

REQUISITION NO. C1830-6-02

DATE:10-10-05

All items must meet all applicable OSHA standards & regulations, and bear the appropriate listing from UL, FMRC or NEMA.

STATE SALES TAX EXEMPTION CERTIFICATE:
The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

David L. Anderson
Authorized Signature

Agency Invoice Address
PANOLA COUNTY
c/o Voter Registration
Rm: 110
110 S. SYCAMORE
CARTHAGE, TX 75633

Agency Destination Address
PANOLA COUNTY
c/o Voter Registration
Rm: 110
110 S. SYCAMORE
CARTHAGE, TX 75633

Agency Accounting Information

ITEM	ZONE	QUANTITY	CATALOG UNIT PRICE	EXTENSION
01	4	36	5400.00	194,400.00
01		1	64500.00	64500.00
				(26,000.00)
				38,500.00
		10 DAYS	1300.00	13000.00
		36	105.00	3780.00
		1	1	750.00
		36	145.00	5220.00
				(1512.00)
				3708.00
		1	2812.00	2812.00
		36	30.00	1080.00
		1	295.00	295.00
				258,325.00

ELECTION SYSTEMS & SOFTWARE, INC.
VOTER TABULATION SYSTEM AND SERVICES AGREEMENT

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: Election Systems & Software, Inc., a Delaware corporation ("ES&S");

AND: Panola County, Texas ("Customer").

IF THE FOLLOWING TERMS AND CONDITIONS CONFLICT WITH THE TEXAS BUILDING AND PROCUREMENT COMMISSION'S TERMS AND CONDITIONS, THE TBPC'S TERMS AND CONDITIONS WILL TAKE PRECEDENCE

RECITALS:

- A. Customer has agreed to purchase/license voter tabulation equipment and related software and services from ES&S for use in Panola County, Texas (the "Jurisdiction"). The terms and conditions under which such equipment, software and services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
 - Exhibit A (Pricing Summary)
 - Exhibit B (ES&S Equipment Description and Pricing)
 - Exhibit C (ES&S Software Description and Pricing)
 - Exhibit D (Election Support Services)
 - Exhibit E (Hardware and Software Maintenance and Support Services (Post-Warranty Period))

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit attached hereto and incorporated herein.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to conflicts of law principles that would require the application of the laws of any other state.
- Represents and warrants to the other party that as of the date of its signature below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, INC.
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

Signature

Thomas F O'Brien

Name (Printed or Typed)

O'Brien

Title

10/14/05

Date

PANOLA COUNTY, TEXAS
Panola County Courthouse - Room 110
Carthage, TX 75633
Fax No.: (903) 693-7283

Signature

David L. Anderson

Name (Printed or Typed)

David L. Anderson

Title

County Judge

Date

October 10, 2005

**GENERAL TERMS
ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in these General Terms or in an Exhibit shall have the following meanings:

- a. "Documentation" means the operating instructions, user manuals or training materials for the Equipment and Software.
- b. "Equipment" means ES&S Equipment.
- c. "ES&S Equipment" means ES&S' proprietary hardware or other equipment.
- d. "ES&S Hardware Maintenance Services" and "ES&S Software Maintenance and Support" means those services described on Exhibit E.
- e. "ES&S Software" means ES&S' proprietary election software (including the ES&S Firmware), all Updates and items delivered to Customer under this Agreement, unless licensed pursuant to a separate written agreement.
- f. "Software" means ES&S Software.

**ARTICLE 2
SALE OF ES&S EQUIPMENT AND LICENSE OF ES&S SOFTWARE**

2.1 **Purchase Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Equipment described on Exhibit B. The payment terms for the ES&S Equipment are set forth on Exhibit A. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on Exhibit A for the ES&S Equipment, ES&S Software.

2.2 a. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses to use the ES&S Software, described on Exhibit C, and ES&S' firmware, which is delivered as part of the ES&S Equipment ("ES&S Firmware"), and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment. The licenses allow Customer to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section 2.2 do not permit Customer to use the source code for the ES&S Software or ES&S Firmware.

b. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

iii. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

iv. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any registered or common law proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballot shells or ballot code stock.

2.3 License Fees. In consideration for ES&S' grant of the license for the ES&S Software described in Section 2.2(a), Customer shall pay ES&S the ES&S Software License Fees set forth on Exhibit A. The consideration for ES&S' grant of the license for the ES&S Firmware is included in the cost of the ES&S Equipment.

2.4 Term of Licenses. The licenses granted in Section 2.2(a) shall commence upon the delivery of the ES&S Software described in Section 2.2(a). The licenses shall survive the termination of all other obligations of the parties under this Agreement and the termination of all Exhibits; provided, however, that ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2.2(b), 2.3, or 3.6 with respect to, such license. Upon the termination of either of the licenses granted in Section 2.2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

2.5 Updates. During the Warranty Period (as defined in Section 3.2(a) below), ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Upon termination of the Warranty Period, Customer shall be entitled to receive the Software Maintenance and Support described on Exhibit E if it has so elected in Section B of the signature page to this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 Delivery; Risk of Loss. ES&S anticipates shipping the Equipment and Software identified on Exhibits B-C to Customer on or before the "Estimated Delivery Dates" listed on Exhibit A. The Estimated Delivery Dates are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer, delays in

certification, and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

3.2 Warranties.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a 3-year period with respect to the ES&S Equipment, and for a 1-year period with respect to the ES&S Software (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including printer ribbons, paper rolls, batteries, removable memory packs, PCMCIA cards, cancellation stamps, ink pads or red stripe pens. The Warranty Period will commence upon delivery. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent Update, or the second most recent Update, provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **Exclusive Remedies.** IN THE EVENT OF A BREACH OF SUBSECTIONS 3.2(a) or 3.2(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.3 **Maintenance For ES&S Equipment During Warranty Period.** During the Warranty Period, subject to Customer's payment of the fees set forth on Schedule E-1, Customer is entitled to the Maintenance Services in accordance with Article II, Subsection 1(b)

of Exhibit E. Upon the termination of the Warranty Period, Customer shall be entitled to receive the Hardware Maintenance Services described on Exhibit E.

3.4 Limitation Of Liability. Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software Maintenance and Support.

3.5 Taxes; Interest. Customer shall provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement; provided, however, Customer shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3.5, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

3.6 Proprietary Rights. Customer acknowledges and agrees as follows:

a. ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information (except for Customer supplied information such as election information) associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S.

b. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Equipment or ES&S Software.

c. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright,

trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

3.7 **Indemnification.** Customer shall to the extent allowed by law indemnify and hold harmless ES&S from and against any and all Adverse Consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 3.7, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

3.8 **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

3.9 **Term; Termination.** This Agreement shall be effective on the Effective Date. The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

*****All blanket purchase orders are contingent upon the continued availability of appropriations. Further, Panola County reserves unto itself the right to withdraw from this contract at the end of any budget year without reason and without recourse by Election Systems & Software, Inc.*****

3.10 Assignment. Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

3.11 Notice. Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

3.12 Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than thirty (30) days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than sixty (60) days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the ES&S Equipment is located and remove them.

3.13 Other. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article 2 and Sections 3.2(b), 3.4-3.9, 3.11 and 3.12(b) of these General Terms shall survive the termination of this Agreement, to the extent applicable.

[END OF GENERAL TERMS]

**EXHIBIT A
PRICING SUMMARY**

Sale Summary:		
Description	Refer to	Amount
ES&S Equipment	Exhibit B	\$258,900
ES&S Software License Fees	Exhibit C	N/A
Election Support Services	Exhibit D	\$17,530
Shipping and Handling	Note 1	Included
Customer Loyalty Discount and Trade-In		(\$26,000)
Total Net Sale		\$250,430
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer. See Section 3.5. The cost of Shipping and Handling is included. Premium or rush transportation services incurred in connection with deliverables included in the Total Net Sale are additive and will be billed as incurred.		
Note 2: Payment terms are as follows: 75% of Total Net Sale Due Thirty (30) Calendar Days after Equipment Delivery 25% of Total Net Sale Due on the earlier of (a) Sixty (60) Calendar Days after Equipment Delivery, or (b) Customer's receipt of HAVA Funds		
Note 3: Services in excess of those set forth in Exhibit D shall be charged at the then current rates per day, including expenses.		
Note 4: ES&S anticipates delivering the Equipment and Software in accordance with Section 3.1 as follows:		
<u>Equipment/Software</u>	<u>Estimated Delivery Date</u>	
ES&S Equipment	September 2005	
Warranty:		
ES&S Equipment – Warranty Period: October 2005 – September 2008 See Section 3.2 for Warranty terms and conditions	3 years	
Ongoing Services:		
Description	Refer to	Annual Fee
Maintenance Services during Warranty Period; Payment is due 30 days after invoice.	Section 3.3	See Schedule E-1 for Fees
Post Warranty Remedial "Break/Fix" Hardware Maintenance Services for the ES&S AutoMARK Voter Assist Terminal.	Exhibit E	\$3,708
Post Warranty Hardware Maintenance Services for the Model 650 Scanner.	Exhibit E	\$2,812
Services commence in 2008. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		
Post Warranty Software Maintenance & Support Services		
- ES&S Firmware	Exhibit E	\$1,375
- All Other ES&S Software	Exhibit E	N/A
Services commence in 2006. Fees reflect a one-year term. Payment is due at the start of the maintenance period.		

**EXHIBIT B
ES&S EQUIPMENT DESCRIPTION AND PRICING**

QUANTITY	DESCRIPTION	TOTAL PRICE
36	ES&S AutoMARK Voter Assist Terminal (Version 1.0.121) with Table, Ink Cartridge, 256mb Flashcard, Privacy Sleeve (2), and Headset	\$194,400
1	Model 650 Scanner with (Version 1.2.0.0) Table, Start-up Kit, Dust Cover, and Operators Manual	\$64,500
	TOTAL	\$258,900

**EXHIBIT C
ES&S SOFTWARE DESCRIPTION AND PRICING**

DESCRIPTION	NUMBER OF LICENSES
Unity Election System licensed pursuant to Section 2.2(a) of the General Terms:	
Data Manager (Version 7.2.1.0)	N/A
Ballot Image Manager (Version 7.2.0.0)	N/A
iVotronic Image Manager (Version 1.2.3.0)	N/A
Ballot on Demand with Okidata 9300DXN Ballot on Demand Printer	N/A
Hardware Programming Manager (Version 5.0.3.0)	N/A
Data Acquisition Manager (Version 5.0.3.1)	N/A
Reporting Manager (Version 6.4.3.0)	N/A
ES&S Firmware (see Notes 1 and 2 below)	1
Total License Fees (including all applicable Documentation)	N/A

Note 1: ES&S Firmware versions may change between execution of the Agreement and first election usage due to ongoing certification of Updates.

Note 2: ES&S Firmware license fee included in the total cost of the ES&S Equipment.

**EXHIBIT D
ELECTION SUPPORT SERVICES**

1. **Term.** The services described herein shall be provided for the following elections (the "Elections"):

March 2006

2. **Services.** The election support services to be provided by ES&S, a description of such services and total fees are described below. Customer acknowledges that ES&S' fees for election support services are based on the descriptions listed in the table below, and that a change in the descriptions may require ES&S to change the fees charged to Customer. For purposes of ES&S' provision of Election Support Services under this Agreement, a "Service Day" shall mean the performance of any agreed upon Election Support Services on or off of Customer's facilities, as applicable, by one (1) ES&S employee, contractor or agent on any one (1) calendar day or portion thereof. By way of example, "ten Service Days" could be used by Customer through the provision of Election Support Services by one (1) ES&S employee, contractor or agent on each of ten (10) different calendar days, two (2) ES&S employees, contractors or agents on each of five (5) different calendar days, or ten (10) ES&S employees, contractors or agents on one (1) calendar day.

Role/Function	Area of Work or Description	Primary Responsibility
Shipping Material	Dispose of shipping materials (boxes, packaging, etc.)	Customer
Training - ES&S AutoMARK Voter Assist Terminal	ES&S will provide classroom-style training with hands-on practice with the AutoMARK Voter Assist Terminal. General operations and general maintenance procedures will be covered. Course participant manuals are included. Class size limited to 20.	ES&S
Training - Model 650 Scanner	ES&S will provide classroom-style training with hands-on practice using the Model 650 Scanner. General operations, tabulation procedures, backups and general maintenance procedures are covered. Class size is limited to 20.	ES&S
Training - Poll Worker Train - The-Trainer	ES&S agrees to conduct Poll Worker "Train the Trainer" classes. Class size is limited to 20. Manuals are provided (up to 20), and a master template for duplication for Poll Workers is included.	ES&S
Project Management	A project manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S Services. This person shall be the liaison for Customer with ES&S as it pertains to all products, services and obligations set forth in the contract.	ES&S
Election Day Support	ES&S will provide software accumulation assistance on Election Day/Night of each contracted election	ES&S
	Total Election Support Service Days: 10	
	Total Fees: \$13,000	

Role/Function	Area of Work or Description	Primary Responsibility
Installation - ES&S AutoMARK Voter Assist Terminal	ES&S will inspect the AutoMARK Voter Assist Terminal at the customer's delivery location to make sure it is operating properly and is within specifications for tabulating election day ballots.	ES&S
Installation - Model 650 Scanner	ES&S will inspect the Model 650 Scanner at the customer's delivery location to make sure it is operating properly and is within specifications for tabulating election day ballots.	ES&S
Total Installation Fees: \$4,530		

[END OF EXHIBIT D]

**EXHIBIT E
MAINTENANCE SERVICES
(POST-WARRANTY PERIOD)**

**ARTICLE I
GENERAL**

1. **Term; Termination.** This Exhibit E shall be in effect from the date on which the Warranty Period expires until the first anniversary thereof (the "Hardware Maintenance Term"). The Hardware Maintenance Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit E is terminated by the first to occur of (a) Customer's election to terminate it at any time, notice of which election shall be given to ES&S at least sixty (60) days prior to the termination date, (b) the date that is thirty (30) days after either party notifies the other that the other has materially breached this Exhibit E, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is thirty (30) days after Customer fails to pay any amount due ES&S under this Exhibit E. The termination of this Exhibit E shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software Maintenance and Support under this Exhibit E, Customer shall pay to ES&S the Hardware Maintenance and Software Maintenance Fees set forth on Schedule E1 for the initial Term and each renewal period. The Hardware Maintenance and Software Maintenance Fees for the initial Term are due on the date of the expiration of the Warranty Period. ES&S may increase the Hardware Maintenance and Software Maintenance Fees for a renewal period by not more than 5% of the amount of the most recent Fees paid by Customer. The Hardware Maintenance and Software Maintenance Fees for any renewal period shall be due and payable no later than thirty (30) days prior to the beginning of such renewal period. The Software Maintenance Fee shall be comprised of (i) a fee for the Software Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit E or the Agreement. If Customer elects to receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental Software Maintenance Fee for such services.

**ARTICLE II
HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Exhibit E for the ES&S Equipment listed on Schedule E1 (the "Products") shall be subject to the following terms and conditions:

a. **Inspection.** If Customer has elected not to receive Hardware Maintenance Services under this Exhibit E for a period of twelve (12) months or more, ES&S may require Customer to allow it to inspect the Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are fit for the ordinary purposes for which they are to be used, normal wear and tear excepted ("Normal Working Condition"). The cost of such inspection will be at the current published ES&S rate plus ES&S' Out-of-Pocket Expenses, and shall be due from Customer within thirty (30) days of its receipt of ES&S'

invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as ES&S deems reasonable and necessary to restore such Product(s) to Normal Working Condition, at Customer's expense with respect to the cost of any parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s). For purposes of this Exhibit E, "Out-Of-Pocket Expenses" shall mean all travel, meal and lodging expenses incurred by ES&S employees or authorized representatives ("ES&S Representatives") who are required to travel to Customer's Designated Location to provide services. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services. Customer's Designated Location is specified on Schedule E1.

b. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each twelve (12) months during the Hardware Maintenance Term or any renewal thereof. Customer may request that Routine Maintenance Services be performed more than once during any such 12-month period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule E1 and shall be due within thirty (30) days after invoice. Routine Maintenance Services shall include cleaning, lubrication and calibration services. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to one or more Products. The Routine Maintenance Services will be provided either at Customer's Designated Location or at an ES&S-designated depot facility ("Depot"), as elected by Customer on Schedule E1. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

c. **Remedial Maintenance Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(c)(i) are referred to herein as "Remedial Maintenance Services". ES&S shall provide the Remedial Maintenance Services at its Depot; provided, however, that if Remedial Maintenance Services are required for ten (10) or more Products at any given time, Customer may elect to have them provided at its Designated Location; provided, further, that all Remedial Maintenance Services provided for central count equipment shall be provided at Customer's Designated Location. Customer acknowledges that Product(s) identified on Schedule E1 as "depot repair only" may only be repaired at a Depot. Customer shall pay all costs associated with shipping Product(s) to a Depot, including insurance.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control

of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, or if Customer does not notify ES&S within 24 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Remedial Maintenance Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Remedial Maintenance Services.

iii. **Timing.** The date(s) on which any Remedial Maintenance Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Remedial Maintenance Services (which shall be defined as Remedial Maintenance Services that are provided within 48 hours after Customer notifies ES&S of the need therefor), and such emergency Remedial Maintenance Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule E1.

iv. **Loaner Unit.** At Customer's request, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Remedial Maintenance Services are being performed (a "Loaner Unit"). If the Remedial Maintenance Services are being performed pursuant to Subsection 1(c)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

d. **Exclusions.** ES&S has no obligation under this Exhibit E to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including printer ribbons, paper rolls, batteries, removable memory packs, cancellation stamps, ink pads or red stripe pens, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the Hardware Maintenance Term or renewal period for which such fee was paid and the denominator of which is the total number of days in such Hardware Maintenance Term.

e. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as a Hardware Maintenance Term is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

f. **Storage.** When not in use, Customer shall properly store the Products in accordance with the storage requirements established in the Documentation.

ARTICLE III SOFTWARE

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of Software Maintenance and Support.** If the Software Maintenance Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees which would have been due to ES&S had the Software Maintenance Term not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

4. **Conditions.** ES&S shall not provide Software Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit E, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit E. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

**Schedule E1
DESCRIPTION OF PRODUCTS**

HARDWARE

Year	Qty	Description (Note: *** Indicates Depot Repair Only Products)	Remedial "Break/Fix" Maintenance Fee in Total	Optional Preventative Maintenance Fee in Total
Warranty Period - Yr 1	36	ES&S AutoMARK Voter Assist Terminal	Included	\$10,080
	1	Model 650 Scanner	N/A	\$2,600
Warranty Period - Yr 2	36	ES&S AutoMARK Voter Assist Terminal	Included	\$10,080
	1	Model 650 Scanner	N/A	\$2,600
Warranty Period - Yr 3	36	ES&S AutoMARK Voter Assist Terminal	Included	\$10,476
	1	Model 650 Scanner	N/A	\$2,704
Post-Warranty Maintenance				
First Post-Warranty Year	36	ES&S AutoMARK Voter Assist Terminal	\$3,708	\$10,908
	1	Model 650 Scanner	N/A	\$2,812
Second Post-Warranty Year	36	ES&S AutoMARK Voter Assist Terminal	\$3,852	\$11,340
	1	Model 650 Scanner	N/A	\$2,924

Note 1: The Per Unit Fees for more than one Maintenance event in a 12-month period, shall be 90% of the then current maintenance fee per unit.

Note 2: The surcharge for Emergency Remedial Maintenance Services shall be 150% of the then current maintenance fee per unit.

Note 3: Location of Services

- Customer's Designated Location (for Preventative Maintenance)
- Depot (For Warranty Period Remedial Maintenance)

SOFTWARE

Year	First Month Applicable	Fee - ES&S Firmware	Fee- All Other ES&S Software
2006	October	\$1,375	N/A
2007	October	\$1,423	N/A
2008	October	\$1,471	N/A
2009	October	\$1,520	N/A

ORDER 2005-12
PANOLA COUNTY COMMISSIONERS' COURT'S
ORDER REGARDING RETIREEE DRUG SUBSIDY FUNDS

WHEREAS, The Centers for Medicare and Medicaid Services ("CMS") have adopted regulations regarding the Medicare Prescription Drug Benefit ("Part D"), which regulations allow for a retiree drug subsidy payment ("subsidy") from CMS; and

WHEREAS, Panola County has informed Texas Association of Counties Health And Employee Benefits Pool (TAC HEBP) that Panola County intends to apply for the subsidy payments specified in the regulations for its prescription drug coverage for eligible retirees; and

WHEREAS, Panola County desires to have TAC HEBP assist with applying for such subsidy payments and to assist Panola County with complying with CMS requirements for obtaining and maintaining such subsidy payments.

IT IS THEREFORE ORDERED that Panola County Commissioners' Court designates Jennifer Hall as its Account Manager for the Retiree Drug Subsidy ("RDS") application process; and

IT IS FURTHER ORDERED that Panola County Commissioners' Court designates David Anderson as the Authorized Representative of Panola County for the Retiree Drug Subsidy application process; and

IT IS FINALLY ORDERED that Panola County will assist and provide TAC HEBP with the information necessary to complete the RDS application no later than October 31, 2005.

ADOPTED IN OPEN COURT this 10th day of October, 2005.

David L. Anderson
David L. Anderson, County Judge

Ronnie LaGrone
Ronnie LaGrone
Commissioner, Precinct 1

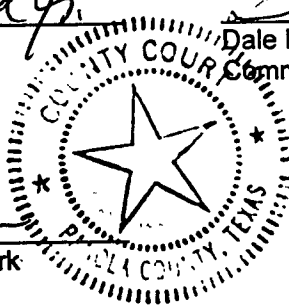
D. M. Cotton
Doug Cotton
Commissioner, Precinct 2

Hermon E. Reed, Jr.
Hermon E. Reed, Jr.
Commissioner, Precinct 3

Dale LaGrone
Dale LaGrone
Commissioner, Precinct 4

ATTEST:

Mickey Dorman
Mickey Dorman, County Clerk



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

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

Mickey Dorman