

PANOLA COUNTY SHERIFF'S OFFICE

Office: 903-693-0333
Fax: 903-693-9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Cutter Clinton

January 28, 2026

The Honorable Rodger McLane
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge McLane,

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

Please record the employment of Windy Lagrone as a Detention Officer with the Panola County Sheriff's Office effective January 31st, 2026, at the rate of \$17.82 per hour plus uniform allowance.

Sincerely,

A handwritten signature in black ink that reads "Cutter Clinton". The signature is stylized, with a large, sweeping initial "C" and "linton" written in a cursive-like font.

Cutter Clinton
Sheriff

CC/vb
CC: Jennifer Stacy
Abby Booker

Honesty, Integrity, Service

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES

TO: THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE TEXAS

Formal notice is hereby given that:

Deadwood Water Supply Corporation proposes to place a
(COMPANY NAME)

2" casing with a 3/4" service line within the Right -of-Way
(PIPE SIZE)

Of County Road 446 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 40 line in Panola County.

The location and description of the proposed line and appurtenances is more fully shown
By the copies of the drawings attached to this notice. The line will be constructed and
Maintained on the County Right-of-Way as directed by the County Commissioners in
Accordance with current Panola County Specifications.

Construction of this line will begin on or after the 03 day of
February, 2026.

FRIM: Rural Water Service, LLC

BY: Debbie Allums

TITLE: Owner

ADDRESS: 227 County Road 212
Beckville, Texas 75631

PHONE: 903-678-9073

APPROVAL

February 10, 2026

TO: Deadwood Water Supply Corporation
Attn: Rural Water Service, LLC - Debbie Allums
227 County Road 212
Beckville, Tx. 75631

RE: **County Road #446**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" casing with a 3/4" service line** within the right-of-way of Panola County Road **#446**.

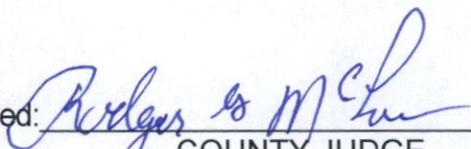
It is expressly understood that the County Commissioners' Court does not purpose hereby, to grant any right, claim, title or easement in or upon this county road. It is further understood that in the future should for any reason the county need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, any required relocation of said lines shall be at the sole expense of owner.

All work on the county right-of-way shall be performed in accordance with the county instructions. The installations shall not damage any part of the road and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Special specifications for placing this line are as follows:

1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.
3. Lines crossing under surfaced roads and under surfacing cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity from sewer lines under roadways shall be cast iron pipe.
4. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

5. Parallel line will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.
6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.
8. Unless other arrangements are made with the designated Commissioner, no work will be performed on Saturday, Sunday, Holidays or hours other than standard working hours. (Monday - Friday)
9. Operations shall not be carried on when soil conditions are such that construction will cause rutting.

Approved: _____


COUNTY JUDGE

COMMISSIONERS:

Precinct #1 Billy Alexander
Precinct #2 David A. Cole
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone

FM 31

450'



CR 446

Bore with 2" Casing and 3/4" service

Deadwood W.C.S

220 County Road 212
Beckville, Texas 75631

Date:

Panola County

Drafted by:

CR 446

Checked by:

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

Billy Alexander
Panola County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Kirk Frye, President
County Judges and Commissioners Association of Texas

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

David A. Cole
Panola County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Kirk Frye, President
County Judges and Commissioners Association of Texas

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

Craig M. Lawless
Panola County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025

Debbie Gonzales Ingalsbe

Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee

Kirk Frye

Kirk Frye, President
County Judges and Commissioners Association of Texas

**COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS**

**COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION**

This is to certify that

**Glen Dale LaGrone
Panola County Commissioner**

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2025



Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee



Kirk Frye, President
County Judges and Commissioners Association of Texas

JENNIFER STACY
AUDITOR



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

To: Federal Reserve Bank of Boston
600 Atlantic Avenue
Boston, MA 02210
Attn: Wholesale Operations/Joint Custody

And

First State Bank & Trust Company (ABA #111904150)
Carthage, TX 75633

RELEASE OF PLEDGED SECURITIES

The following described securities, pledged to secure deposits of Panola County, Texas (designated K2MJ), are hereby released from such pledges:

Description: FHLMC G #14045
CUSIP: 3128MCWE1
Original Face: \$4,500,000.00
Maturity Date: 02/01/2026

Description: FNMA #AH5620
CUSIP: 3138A7G69
Original Face: \$4,500,000.00
Maturity Date: 02/01/2026

PANOLA COUNTY, TEXAS

BY: Jennifer Stacy
Jennifer Stacy, County Auditor

FIRST STATE BANK & TRUST CO.

BY: Jameson Ritter
Jameson Ritter, Controller

ATTEST: Janet Barnett

ATTEST: Janet Endsley
Janet Endsley, Banking Officer

DATE: 1/22/26

DATE: 01/22/2026

Racial Profiling Report | Full

Agency Name: PANOLA CO. CONST. PCT. 1
Reporting Date: 02/02/2026
TCOLE Agency Number: 365101

Chief Administrator: JEFFERY R IVY

Agency Contact Information:
Phone: (903) 693-0300
Email: jeff.ivy@co.panola.tx.us

Mailing Address:
314 W. Wellington St., CARTHAGE, TX, 75633

This Agency filed a full report

PANOLA CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PANOLA CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PANOLA CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the PANOLA CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PANOLA CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the PANOLA CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PANOLA CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133 (c), Code of Criminal Procedure during the reporting period.

Executed by: Jeff Ivy
Constable

Date: 02/02/2026

Total stops: 32

Street address or approximate location of the stop

City street	0
US highway	1
County road	9
State highway	22
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	8
No	24

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	27
Hispanic / Latino	0

Gender

Female	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	0
Male	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	22
Hispanic / Latino	0

Reason for stop?

Violation of law	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	12

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	14
Hispanic / Latino	0
Vehicle traffic violation	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Was a search conducted?	
Yes	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	0
No	26
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	22
Hispanic / Latino	0
Reason for Search?	
Consent	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3

Hispanic / Latino	0
Contraband	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Inventory	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was Contraband discovered?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	0

Did the finding result in arrest?
(total should equal previous column)

Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0
Yes	0	No	0

Description of contraband

Drugs 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Weapons 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Currency 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Alcohol 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Stolen property 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Other 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Result of the stop

Verbal warning 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	26
Hispanic / Latino	0
Citation	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

PANOLA CO. CONST. PCT. 1

01. Total Traffic Stops:	32	
02. Location of Stop:		
a. City Street	0	0.00%
b. US Highway	1	3.13%
c. County Road	9	28.13%
d. State Highway	22	68.75%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	24	75.00%
b. YES	8	25.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	0	0.00%
c. Black	5	15.63%
d. White	27	84.38%
e. Hispanic/ Latino	0	0.00%
05. Gender:		
a. Female	7	21.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	6.25%
iv. White	5	15.63%
v. Hispanic/ Latino	0	0.00%
b. Male	25	78.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	9.38%
iv. White	22	68.75%
v. Hispanic/ Latino	0	0.00%
06. Reason for Stop:		
a. Violation of Law	13	40.63%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	1	7.69%
iv. White	12	92.31%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	18	56.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	22.22%
iv. White	14	77.78%
v. Hispanic/ Latino	0	0.00%
d. Vehicle Traffic Violation	1	3.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
07. Was a Search Conducted:		
a. NO	26	81.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	15.38%
iv. White	22	84.62%
v. Hispanic/ Latino	0	0.00%
b. YES	6	18.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	5	83.33%
v. Hispanic/ Latino	0	0.00%
08. Reason for Search:		
a. Consent	4	12.50%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	25.00%
iv. White	3	75.00%
v. Hispanic/ Latino	0	0.00%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	1	3.13%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	3.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	6	18.75%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	16.67%
iv. White	5	83.33%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	31	96.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	16.13%
iv. White	26	83.87%
v. Hispanic/ Latino	0	0.00%
c. Citation	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	1	3.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	3.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	32	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 02/02/2026



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2025	Agency Name: <u>Panola County</u> <u>Constable Precinct</u> <u>1 and 4</u>
Agency Mailing Street: 110 S. Sycamore Room 102-A	City: Carthage
ZIP: 75633	State: TX
County: Panola	Phone Number: (903) 693-0385
Agency Fiscal Beginning Month: January	Agency Fiscal Ending Month: December

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

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 (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$215.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$5.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$220.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by
Governing Body: \$0.00
- 2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r)) - This field will be auto-calculated when you SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Robyn Klysen

Title: First Assistant
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2025

Typed Name of Head of Agency: Jeff Ivy

Title: Constable

Date: 2/22/2026

Comments:



County of Panola



Jeff Ivy
Constable Precincts 1 & 4
314 W Wellington Street
Carthage, Texas 75633

January 20, 2026

Jennifer Stacy

County Auditor

110 South Sycamore Street Room 213A

Carthage, Texas 75633

Please let this letter serve as notice of seized property in the custody of the Panola County Constable's Office Precincts 1&4 for the year of **2025**. There are no listed items that are currently stored at the Panola County Constable's Office Precincts 1&4 under Chapter 59 of the Code of Criminal Procedure.

Any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure is required to file an asset forfeiture reporting form with the Office of the Attorney General. The statutory definition of law enforcement agency includes any agency that has the authority to hire peace officers or receive property. This report must be filed no later than the 60th day after the end of your local fiscal year. The law setting out these requirements may be found in Article 59.06(g) of the code.

Sincerely,

Jeff Ivy
Panola County Constable 1&4
110 South Sycamore Street
Carthage, Texas 75633

JENNIFER STACY
AUDITOR



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

Dear Constable Ivy,

I am writing to formally request information related to your office's Chapter 59 asset seizure and forfeiture reporting.

Specifically, I am requesting a complete list of all assets that have been seized and/or forfeited by the Panola County Constable's Office (Precincts 1 & 4) during Fiscal Year 2025. This request includes, but is not limited to, currency, vehicles, real property, weapons, and any other items subject to seizure or forfeiture under Chapter 59 of the Texas Code of Criminal Procedure.

For each item, I respectfully request any available identifying information, including the type of asset, date of seizure, current status (seized, forfeited, pending disposition), and final disposition if applicable.

I appreciate your time and cooperation and look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Robyn Klysen".

Robyn Klysen

First Assistant Auditor



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year:	2025	Agency Name:	<u>Panola County</u> <u>Constable Precinct</u> <u>2 and 3</u>
Agency Mailing Street:		City:	Carthage
110 S. Sycamore, #102A		State:	TX
ZIP:	75633	Phone Number:	(903) 693-0342
County:	Panola	Agency Fiscal Ending Month:	December
Agency Fiscal Beginning Month:	January		

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$0.00

B) Seizures During Reporting Period

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 (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$1,153.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$25.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$1,178.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

- 1) Increase of Salary, Expense
or Allowance for Employees
(Salary Supplements): \$0.00
- 2) Salary Budgeted Solely
From Forfeited Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL SALARIES PAID
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Salaries from Mailed
Form:

B) Overtime

- 1) For Employees Budgeted by
Governing Body: \$0.00
- 2) For Employees Budgeted
Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid
Using Forfeiture Funds: 0

- 4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Overtime from Mailed
Form:

C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),

(r) - This field will be auto-calculated when you SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement
pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury
due to participating in task
force not established in
accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C)
(Texas Department of Public
Safety only): \$0.00

4) Total forfeiture funds
transferred to the Health and
Human Services Commission
pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT: \$0.00

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

Description:

N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : Yes

Typed Name of
Auditor/Treasurer/Accounting
Professional/Preparer:: Robyn Klysen

Title: First Assistant
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2025

Typed Name of Head of Agency: Brack LaGrone

Title: Constable

Date: 2/2/2026

Comments:

JENNIFER STACY
AUDITOR



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

Dear Constable LaGrone,

I am writing to formally request information related to your office's Chapter 59 asset seizure and forfeiture reporting.

Specifically, I am requesting a complete list of all assets that have been seized and/or forfeited by the Panola County Constable's Office (Precincts 2 & 3) during Fiscal Year 2025. This request includes, but is not limited to, currency, vehicles, real property, weapons, and any other items subject to seizure or forfeiture under Chapter 59 of the Texas Code of Criminal Procedure.

For each item, I respectfully request any available identifying information, including the type of asset, date of seizure, current status (seized, forfeited, pending disposition), and final disposition if applicable.

I appreciate your time and cooperation and look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Robyn Klysen". The signature is written in a cursive style with a large, looped "R" and "K".

Robyn Klysen

First Assistant Auditor



County of Panola

OFFICE 903-693-0385/CELL 903-263-3067

FAX 903-693-4708

EMAIL: BRACK.LAGRONE@CO.PANOLA.TX.US

BRACK LAGRONE

CONSTABLE

PRECINCTS 2 & 3

110 S. SYCAMORE RM 102A

CARTHAGE, TEXAS 75633

January 16, 2026
Jennifer Stacy
110 S Sycamore Rm 213A
Carthage, Tx 75633

To whom it may concern,

As per Chapter 59, CRIMINAL ASSET FORFEITURE, I have not seized assets in my possession as of Fiscal Year ending December 31, 2025.

Sincerely,

Brack Lagrone
Constable, Precincts 2 & 3

"PROTECT & SERVE"



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT23348 - VIT SUPPLEMENT

Adjustment Number	Budget Code	Description	Adjustment Date
BA0002493	2026 PROPOSED BUDGET	VIT SUPPLEMENT	1/29/2026

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>190-499-51040</u>	DEPUTIES	VIT SUPPLEMENT	710.00	2,190.00	2,900.00
January:	2,190.00				
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	VIT SUPPLEMENT	56.00	166.00	222.00
January:	166.00				
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFI	VIT SUPPLEMENT	80.00	226.00	306.00
January:	226.00				
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BE	VIT SUPPLEMENT	72.00	201.00	273.00
January:	201.00				

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2026	2026 PROPOSED BUDGET	<u>190-499-51040</u>	DEPUTIES	710.00	2,190.00	2,900.00
		<u>190-499-52010</u>	SOCIAL SECURITY TAXES	56.00	166.00	222.00
		<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	80.00	226.00	306.00
		<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENE	72.00	201.00	273.00
			2026 Total:	918.00	2,783.00	3,701.00
			Grand Total:	918.00	2,783.00	3,701.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2026 - 2026 PROPOSED BUDGET Fiscal: 2026			
190	918.00	2,783.00	3,701.00
Budget Code 2026 Total:	918.00	2,783.00	3,701.00
Grand Total:	918.00	2,783.00	3,701.00

**County Treasurers' Association of Texas
2025 Certificate of Compliance
Continuing Education**



**This Certifies That
Hon. Abby Booker
Treasurer
Panola County**

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

A handwritten signature in black ink that reads "Pauline Medrano".

Honorable Pauline Medrano, President
County Treasurers' Association of Texas

A handwritten signature in black ink that reads "Dianna M Spicker".

Honorable Dianna Spicker, Chair
County Treasurers' Association of Texas

Grant Agreement
Rural Sheriff's Office Salary Assistance Program
Award # IA-0000003164

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Panola County ("Grantee") located at 110 S. Sycamore St., Room 216, Carthage, TX 75633. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Recitals

Whereas, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.911 of the Local Government Code;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.911 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 350000.00 to be disbursed to Grantee for the purposes of funding a Rural Sheriff's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement (Authorized Uses of Grant Funds; Limitations);
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.911 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;

4. Grantee may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this Agreement; and
5. Grant funds may only be used for the state purpose of ensuring professional law enforcement throughout the state.

IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31 2026, unless terminated earlier in accordance with other provisions of this Agreement.

V. Authorized Uses of Grant Funds; Limitations

- A. Authorized Uses.** Grant funds may only be used to provide a minimum annual salary of at least:
1. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(2));
 2. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(3)) who performs motor vehicle stops in the routine performance of their duties; and
 3. \$40,000 for each jailer (as defined by 34 TAC §16.300(9)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county.
- B. Additional Authorized Uses.** So long as each county sheriff that meets the definition in 34 TAC §16.300(2), each deputy sheriff that meets the definition in 34 TAC §16.300(3), and each county jailer that meets the definition in 34 TAC §16.300(9), regardless of hiring date, receives the respective minimum salary described by Section V.A. of this Agreement, grant funds may also be used:
1. to increase the salary of a person described by Section V.A of this Agreement;
 2. to hire additional deputies or staff for the sheriff's office; or
 3. to purchase vehicles (as defined by 34 TAC §§16.300(16)), firearms, and safety equipment (as defined by 34 TAC §16.300(14)) for the sheriff's office.
 - a. Vehicle leases are allowable under this Agreement only if Grantee:
 - i. has the right to purchase the vehicle upon performing conditions stated in the lease agreement; and
 - ii. has an immediate right to possess the vehicle.
- C. Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by Section V.A of this Agreement, Grantee may use grant funds to increase the salaries of the persons described in Section V.A on a pro-rata basis.
- D. Allowable Costs for Salary Increases.** For salary increases required to bring a salary to a minimum annual salary described in Section V.A of this Agreement, and salary increases described in Section V.B.1:
1. The cost of providing a salary increase includes:
 - a. the amount by which the salary increases;
 - b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
 - i. the increase in the employer's share of payroll taxes; and

- ii. if applicable, any increase in the employer's share of retirement contributions.
- 2. The cost of providing a salary increase does not include:
 - a. overtime pay;
 - b. compensatory time pay that is paid out;
 - c. longevity pay; or
 - d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.
- 3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
- 4. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if the Grantee provides the minimum annual salary required by Section V.A of this Agreement, if applicable. Grantee may not reduce a salary below a minimum salary required by Section V.A in order to use grant funds for legally required nonmonetary benefits and taxes for that salary.

E. Allowable Costs for New Employees. For additional employees hired under Section V.B.2 of this Agreement:

- 1. The cost of hiring the additional employees includes:
 - a. the salary, which, if applicable, must meet the minimum annual salary required by Section V.A of this Agreement; and
 - b. the legally required nonmonetary benefits and taxes for that employee, including:
 - i. the employer's share of payroll taxes;
 - ii. if applicable, the employer's share of retirement contributions; and
 - iii. if applicable, the employer's share of health insurance premiums.
- 2. The cost of hiring the additional employees does not include:
 - a. overtime pay;
 - b. compensatory time pay that is paid out; or
 - c. longevity pay.
- 3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
- 4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.B.1 of the Agreement.

F. Minimum Hourly Wage Calculation. If a person described in Section V.A of this Agreement is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in Section V.A and another position, the minimum annual salary required by Section V.A. may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in Section V.A as follows:

- 1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:

- a. the minimum annual salary Section V.A; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by the Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
- a. the minimum annual salary described in Section V.A; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- G. **Salary Increase on Hourly-Wage Basis.** A person whose salary increase may be paid with grant funds under Section V.B.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- H. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.
- I. **Administrative Costs.** Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.
- J. **Expenditure of Grant Funds.** Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

VI. Payment

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.
- E. **Return of Unspent Funds.** Grantee agrees to return to Comptroller any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with Comptroller instructions.

VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III, Sections 1 through 4, Comptroller may:
 - 1. require Grantee to cure the failure to comply to the satisfaction of Comptroller;
 - 2. require Grantee to return the grant funds or a portion of the grant funds;
 - 3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
 - 4. disallow all or part of the cost of the activity or action that is not in compliance;
 - 5. terminate the Agreement in whole or in part;
 - 6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
 - 7. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

VIII. Equipment

Equipment purchased with grant funds is subject to the use, management, and disposition requirements of Texas Grant Management Standards. See Texas Grant Management Standards, Equipment, for applicable requirements. Grantee must obtain written disposition instructions from Comptroller when equipment acquired under the award is no longer needed, unless the per unit fair market value of the equipment is less than \$10,000. Firearms, whether equipment or supplies, are Controlled Assets, as defined by TxGMS, and must be tracked and secured by Grantee.

IX. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

X. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Grantee understands that Comptroller will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- D. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information

the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- G. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- H. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- J. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- K. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- L. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- M. **Governing Law and Venue.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.
- N. **Termination for Convenience.** Comptroller may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Comptroller's termination for convenience under this section may be for any reason or no reason at all.

XI. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.
- B. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by Comptroller and the State of Texas with respect to the use of Grant funds.
- C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of Comptroller, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of Comptroller, or (3) a person who employs a current or former executive head of Comptroller.
- F. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to Comptroller.
- G. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- H. **Legal Authority.** Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

- I. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- K. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- L. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- M. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.
- N. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

XII. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Panola County
110 S. Sycamore St., Room 216
Carthage Texas 75633

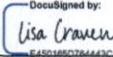
Contact Person: Rodger G McLane
County Judge
110 S. Sycamore St., Room 216
Carthage Texas 75633
rodger.mclane@co.panola.tx.us
9036930391

XIII. Signatories

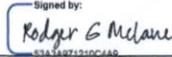
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

Grantee

By: 

Lisa Craven
Deputy Comptroller

By: 

Rodger G McLane
County Judge

Date: 2/2/2026 | 3:37 PM CST

Date: 2/2/2026 | 8:51 AM PST

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (f/k/a a Principal Procurement Agency Certificate) (such agencies "**Lead Public Agencies**" and f/k/a Principal Procurement Agencies) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Lead Public Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. Each party acknowledges and agrees that OMNIA Partners, in its capacity as the cooperative administrator, has the right to receive Master Agreement sales information for Participating Public Agencies to

try to ensure suppliers provide accurate and transparent contract pricing and sales reporting and OMNIA Partners reserves the right to conduct Master Agreement price verifications with suppliers and supplier audits using Lead Public Agencies and Participating Public Agencies sales information for purchases under Master Agreements. Participating Public Agency agrees to provide OMNIA Partners reasonable information related to purchases under Master Agreements upon request from OMNIA Partners in connection with such price verifications and/or audits of suppliers. Nothing herein shall require OMNIA Partners to conduct such price verifications or audits or be responsible for any supplier's accuracy in pricing or reporting.

4. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

5. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

6. The Lead Public Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

7. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

8. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier. The Participating Public Agency acknowledges and agrees that the OMNIA Partners Parties may market all Master Agreements available through Lead Public Agencies to such Participating Public Agency and its employees and representatives.

9. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

10. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

11. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

12. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

13. This Agreement shall take effect upon (i) execution of the Lead Public Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

14. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

OPUS TERMS OF USE

Last updated and effective: September 23, 2024

These OPUS Terms of Use (these “Terms”) are a binding agreement between OMNIA Partners Opus, LLC and/or one of its affiliates (“OMNIA Partners”, “we,” “us,” or “our”) and the public or private sector member participating in OMNIA Partner’s group purchasing services through either (i) with respect to the public sector, a Master Intergovernmental Cooperative Purchasing Agreement or (ii) with respect to the private sector, a Membership and Confidentiality Agreement, in each event between such member (“you,” “your,” or “Member”) and OMNIA Partners and any other party thereto. These Terms govern Member’s use of OMNIA Partners’ ordering platform offering (“OPUS”). Your use of the payment processing features of OPUS is subject to the [Balance End-User Agreement](#), which is hereby incorporated by reference and form a part of these Terms. You accept these Terms by **[clicking a box indicating your acceptance.]** Please read these Terms carefully before using OPUS.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS HAVE THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY YOU AND OMNIA PARTNERS. BY CLICKING THE “AGREE” BUTTON OR ACCESSING OR USING OPUS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE MORE THAN EIGHTEEN (18) YEARS OF AGE AND POSSESS THE LEGAL RIGHT TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND IF YOU ARE A PUBLIC SECTOR MEMBER CHOICE OF LAW SHALL BE DETERMINED IN THE SAME MANNER AS DETERMINED BY THE APPLICABLE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT OR IF YOU ARE A PRIVATE SECTOR MEMBER CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO, AND SHALL NOT, ACCESS OR USE OPUS.

We may modify these Terms from time to time. We will announce any material changes to these Terms by posting the amended version on our website and providing a notification upon login to OPUS. By accessing OPUS, you accept and agree to these Terms and the use of your data and personal information as described in these Terms. If you do not agree to be bound by these Terms or any subsequent modifications, you should not access or use OPUS.

1. INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

- (a) We and our third-party licensors retain all of our and their respective rights, title, and interests to OPUS, and as between you and OMNIA Partners, OMNIA Partners is the sole and exclusive owner of OPUS, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein or related thereto. You do not acquire any ownership interest in OPUS under these Terms, and you do not acquire any other rights thereto, except for the non-exclusive, non-transferable, limited right to use OPUS for Member’s internal business purposes in order to search and purchase Products (as defined in Section 3(a) below), subject to the terms and conditions of these Terms. Any rights not expressly granted herein are reserved by OMNIA Partners.
- (b) If you propose or provide any ideas, suggestions, recommendations, enhancements, improvements, or other feedback to OMNIA Partners related to OPUS (“Feedback”), you hereby assign all right, title, and interest, including all intellectual property rights therein, to such Feedback to OMNIA Partners.

2. MEMBER DATA

"Member Data" means the data and information submitted or provided to OPUS by or on behalf of Member or otherwise generated from or processed through OPUS in connection with any order or transaction made through OPUS. You acknowledge and agree that OMNIA Partners may:

- (a) Provide Member Data to Suppliers, third-party payment processors and other third-party suppliers solely for purposes of fulfilling purchases and transactions through OPUS and as necessary to make OPUS available to you;
- (b) Collect, use, access, modify, audit, reproduce, delete or remove any Member Data as necessary to provide OPUS and facilitate transactions thereunder, including as necessary to exercise or enforce its rights or obligations under these terms, provide, protect or improve OMNIA Partners' or any third party service provider's products and services, protect the integrity of OPUS and any product, service, or data of OMNIA Partners, or to ensure your compliance with these Terms and any applicable laws or regulations; and
- (c) Use cookies, pixels and web beacons in connection with Member Data as necessary to facilitate the provision of OPUS and as set forth in our [Privacy Notice](#).

OMNIA Partners, itself or through its third-party partner powering OPUS, shall have the right to collect, process and create data based on the performance of OPUS or your use of OPUS (the "Usage Data") and to de-identify and aggregate any Member Data ("De-identified Data") and use and disclose during and after the term of these Terms such Usage Data and De-identified Data for any lawful purpose, including without limitation to improve OMNIA Partners or the applicable third-party partner's products and services.

3. SUPPLIER PRODUCT DATA; PAYMENT PROCESSOR

- (a) Supplier Products. Through OPUS, third-party suppliers ("Suppliers") may make certain goods and services available for purchase (the "Products") and may also make available data and information (including product descriptions, catalog numbers, availability information, text documents, graphical images and trademarks, and pricing) and the catalog listing of detailed product information, manufacturer part numbers and services descriptions relating to Suppliers' Products offered (the "Supplier Product Data"). You acknowledge and agree that Supplier Product Data is provided "AS IS". OMNIA Partners disclaims any and all liability or responsibility with respect to, and Supplier is solely responsible for: (i) Supplier Product Data, including the accuracy and content therein; and (ii) the processing and fulfilling of Product orders placed by you through OPUS or information that you provide to Supplier, including all any and all actions taken by Supplier with respect to OPUS and any Product orders placed through OPUS, including but not limited to Suppliers' customer service or return-related obligations. The pricing and availability of the Products is subject to change at any time as updated by a Supplier, subject to your agreement with such Supplier.
- (b) Payment Processor. OPUS may enable you to pay for purchases of Products through our third party service provider, Balance Payments, Inc. ("Balance"). Your submission of credit card data or other payment information through OPUS shall be subject to the Balance End User Agreement and any terms set forth in the Balance End User Agreement. OMNIA Partners is not liable for the payment processing services provided by Balance or any errors, incomplete payment processing, or any and all other damages resulting from your use of the Balance payment services. You hereby authorize Balance to notify OMNIA Partners in the event of any suspension or termination of your account with Balance. To the extent you experience any error or issue with respect to the payment processing services, please contact us at info@omniapartners.com.

4. USER CONDUCT

You shall: (a) be solely responsible for your use of OPUS and compliance with these Terms, (b) be solely responsible for the Member Data you provide on OPUS, including the accuracy, quality, and legality of the

Member Data, (c) provide or obtain all consents, permissions, and authorizations required under applicable law, including from other individual end users, if applicable, as necessary to input, provide, transfer, and make available data to OMNIA Partners for the purposes of providing OPUS, including without limitation all personal data, personally identifiable data, and sensitive data, (d) use commercially reasonable efforts to prevent unauthorized access to or use of OPUS, and notify OMNIA Partners promptly of any such unauthorized access or use of OPUS of which you become aware, (e) use OPUS only as expressly permitted by these Terms, the applicable documentation (if any), and in accordance with applicable laws, rules and government regulations, and (f) be solely responsible for your systems through which OPUS is accessed. You shall not post or upload any content or data which is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening or that would violate the personal or proprietary rights of OMNIA Partners or others. In the event you discover any Member Data you provided is unlawful, contains errors, or otherwise violates the provisions of these Terms, you shall promptly remove or correct such Member Data. Users are solely responsible for ensuring that they do not act in any manner that constitutes, or forms a part of a course of conduct amounting to, a violation of any state, federal or other applicable law.

You acknowledge and agree that OMNIA Partners has no obligation to monitor your access to or use of OPUS or of the content of your communications or data transmitted through OPUS, but OMNIA Partners has the right to do so for the purpose of operating OPUS, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. OMNIA Partners may suspend access to OPUS, at any time with or without notice, in the event of a threat to the security or technical integrity of OPUS, or if OMNIA Partners suspects you have breached these Terms.

You shall not, and you shall not permit others to: (a) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or lease OPUS or any portion thereof, including the documentation; (b) interfere with or disrupt the integrity or performance of OPUS or data contained thereon; (c) copy, adapt, modify, prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit OPUS, including any function or feature thereof; (d) access OPUS in order to build a competitive product or service; (e) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of OPUS or any part thereof; (f) attempt to probe, scan, or test the vulnerability of OPUS, any OMNIA Partners system or network or breach any security or authentication measures, or otherwise attempt to benchmark OPUS or OMNIA Partners' performance of services; (g) store or transmit code, files, agents, or programs that could harm OPUS, including viruses, worms, time bombs, and Trojan horses; (h) use data mining, scraping, robots, or similar data gathering and extraction methods to remove, copy, or use data or content except as expressly permitted by these Terms; or (i) remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices from OPUS, including any copy thereof.

5. CREDENTIALS; SECURITY

Your users are required to provide a valid, working email address, password, phone number, and user or organization name to access and use OPUS (collectively, your "Credentials"). You shall (1) maintain the strict confidentiality of your Credentials, (2) not allow an unauthorized person to use your Credentials to access OPUS, and (3) be responsible for any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify OMNIA Partners in writing by email to info@omniapartners.com of any unauthorized use of your Credentials or any other breach of security. OMNIA Partners is not and shall not be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

6. SERVICES LIMITED TO USE BY UNITED STATES RESIDENTS

OPUS is intended for use by residents of the United States of America only and any individual that submits personal information or registers through OPUS represents and warrants that such person is a resident of the United States of America. The content of OPUS is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. OPUS is provided from the United States of America, and all servers that make it available reside in the United States.

7. UPDATES

OMNIA Partners may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that OMNIA Partners has no obligation to provide any Updates to or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of OPUS and be subject to all terms and conditions of these Terms.

8. LINKED SITES

OPUS may include links to websites or other content of third parties, including our affiliates, Suppliers, strategic partners, and other entities ("Linked Sites"). You acknowledge and agree that we are not responsible for Linked Sites, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume, warrant, or support and will not have any liability or responsibility to you or any other person or entity for any Linked Sites. Your access and use of Linked Sites is entirely at your own risk and subject to such third parties' terms and conditions. You should review any terms of use and privacy policies of any Linked Sites prior to utilizing them. We cannot guarantee the continued availability of Linked Sites, and may cease providing them without entitling you to any refund, credit, or notice.

9. TERM; TERMINATION

The term of these Terms and the limited use rights granted hereunder will commence on the date you indicate your acceptance of these Terms (including by using OPUS) and will continue until either you stop using OPUS or your rights to use OPUS are terminated by OMNIA Partners as described below.

You may stop using OPUS at any time without notice and OMNIA can terminate your access to OPUS at anytime without notice, provided that OMNIA shall work with you to transition any pending sale transactions that predate such termination with an OMNIA Supplier to you outside of OPUS. In addition, any rights or licenses to you under these Terms will terminate immediately and automatically without any notice upon expiration or termination of your separate membership agreement between you and OMNIA Partners or if you violate any of the terms and conditions of these Terms. Upon termination, all rights granted to you under these Terms will also terminate, and you must cease all use of OPUS. Notwithstanding any provision hereof to the contrary, Sections 1, 2, 4, and 10 – 13 (but expressly excluding the use rights granted to you) shall survive the termination of these Terms. Termination will not limit any of OMNIA Partner's rights or remedies at law or in equity.

10. DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OPUS AND ALL SUPPLIER PRODUCT DATA AND OTHER INFORMATION OR DATA PROVIDED ON OR THROUGH OPUS, ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR

COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON OPUS AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, SERVICES, SUPPLIER PRODUCT DATA, AND APPLICATIONS PROVIDED ON OR THROUGH OPUS. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) OPUS WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT OR SUPPLIER PRODUCT DATA WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF OPUS; (D) THE QUALITY OF ANY CONTENT, SUPPLIER PRODUCT DATA, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OPUS WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OPUS WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING SUPPLIER PRODUCT DATA.

Nothing on OPUS constitutes legal advice or recommendations or endorsements for any Products, services, companies, Suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of OPUS.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR RELIANCE DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE OPUS OR ANY CONTENT, INTELLECTUAL PROPERTY, SUPPLIER PRODUCT DATA, APPLICATIONS, TOOLS, PRODUCTS, OR INFORMATION PROVIDED IN CONNECTION WITH OPUS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

12. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless OMNIA Partners and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, reasonable attorneys' fees) arising from or relating to Member Data provided to OPUS, your use or misuse of OPUS, your breach of these Terms, or any negligence or willful misconduct by or on behalf of you or your employees or agents, or otherwise related to your use of OPUS. This Section 12 shall not apply to Members subject to a Master Intergovernmental Cooperative Purchasing Agreement and such Members agree that all purchases through OPUS are subject to the provisions set forth in such Master Intergovernmental Cooperative Purchasing Agreement.

13. MISCELLANEOUS

- (a) Severability. If any provision of these Terms is held illegal or unenforceable by a court of competent jurisdiction, the remainder of the provision will be deemed to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

- (b) Third-Party Beneficiary. There shall be no third-party beneficiaries to these Terms.
- (c) Governing Law. If you are a private sector Member subject to a Membership and Confidentiality Agreement, these Terms are governed by and construed in accordance with the internal laws of the State of Tennessee, United States without giving effect to any rules governing conflict of laws provisions. This Section 13(c) shall not apply to Members subject to a Master Intergovernmental Cooperative Purchasing Agreement.
- (d) Dispute Resolution. **YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR OPUS AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THESE TERMS, OPUS, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.**

In the event Member is subject to a Membership and Confidentiality Agreement, each party hereby consents (i) to the sole and exclusive jurisdiction of the state or federal courts located in Williamson County, Tennessee, U.S.A. and each party hereby irrevocably consents to the exclusive jurisdiction of such courts, (ii) to service of process in any action by registered mail or any other means provided by law, and (iii) to waive all defenses of lack of personal jurisdiction and *forum non conveniens* related thereto.

- (e) Limitation on Actions. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR OPUS MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- (f) Assignment. You may not assign, transfer, or delegate your obligations under these Terms, without the prior written consent of OMNIA Partners. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- (g) Entire Agreement. These Terms represent the entire understanding and complete agreement by and between you and OMNIA Partners. Neither party has relied upon any statement or representation other than those expressly set forth in these Terms. Unless otherwise agreed by the parties, to the extent there is a conflict between these Terms, our Privacy Notice, your Master Intergovernmental Cooperative Purchasing Agreement or Membership and Confidentiality Agreement (as applicable), and the Balance End-User Agreement, the order of precedence shall be as follows: (i) our Privacy Notice; (ii) Master Intergovernmental Cooperative Purchasing Agreement or Membership and Confidentiality Agreement (as applicable); (iii) these Terms; and (iv) Balance End-User Agreement.
- (h) Waiver. No failure or delay by OMNIA Partners in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
- (i) Contact Information. If you have any questions about these Terms, our practices, or your dealings with OPUS, please contact us at info@omniapartners.com.

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood



P.O. Box 12985
Austin, Texas 78711
Voice: (512) 463-5505
Fax: (512) 463-3185
Agency Website: <http://www.tcjs.state.tx.us>
E-mail Address: info@tcjs.state.tx.us

January 21, 2026

Sheriff Cutter Clinton
Panola County Sheriff's Office
314 W. Wellington
Carthage, TX 75633

Dear Sheriff Clinton,

The Texas Commission on Jail Standards recently conducted an administrative re-inspection of your facility after being found in non-compliance on November 18, 2025.

All deficiencies have been corrected and your jail facility is now in compliance with minimum jail standards.

Enclosed you will find Certificate of Compliance for the Panola County Jail.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brandon S. Wood".

Brandon S. Wood
Executive Director

BW/gw

cc: Judge Rodger McLane, Panola County

Sheriff Kelly Rowe, Chair
Dr. Esmail Porsa, M.D., Vice-Chair
Judge Joseph "Joe" Fauth, III, Plantersville

Sheriff Richard Kirkpatrick, Kingsville
Ross Reyes, Melissa
Patricia M. Anthony, Garland

Commissioner Ben Perry, Waco
Duane Lock, Southlake
Monica McBride, Alpine

"The Commission on Jail Standards welcomes all suggestions and will promptly respond to all complaints directed against the agency or any facilities under its purview".
To empower local government to provide safe, secure and suitable local jail facilities through proper rules and procedures while promoting innovative programs and ideas



Texas Commission on Jail Standards

Panola County Jail

Carthage, TX

January 16, 2026
Date(s) of Inspection

SUBJECT: Administrative Re-inspection Report

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

- The facility was inspected on the date(s) indicated above, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.

Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).

- This facility was inspected on the date(s) indicated above. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Inter-Office Use Only


Michael Gravitt, TCJS Inspector

	1/19/2026
Received by:	Date
	1/16/2026
Reviewed by:	Date

cc: Judge
Sheriff

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: P.O. Box 12985 Austin, Texas 78711 (512) 463-5505 Fax (512) 463-3185 or at our agency website at www.tcjs.state.tx.us.

RECEIVED
By Gary Wigal at 7:07 am, Jan 19, 2026

TEXAS COMMISSION ON JAIL STANDARDS REINSPECTION REQUIREMENTS REVIEW



Michael Gravitt, TCJS Inspector

Facility Name: Panola County Jail

Date:

January 16, 2026

Chapter	Title	Comments
259	New Construction	Not applicable.
261	Existing Construction	Not applicable.
263	Life Safety	Not applicable.
265	Admission	Not applicable.
267	Release	Not applicable.
269	Records/Procedures	Not applicable.
271	Classification	Not applicable.
273	Health Services	Panola Co has conducted training with staff on the use of the Emergency Restraint Chair and the 15 min observation requirement. Documentation received and reviewed shows that observation checks of inmates restrained in the ERC are now being conducted within the required 15 min time period. <u>Deficiencies noted in the November 18, 2025, Comprehensive Inspection Report have been corrected.</u>
275	Supervision	Not applicable.
277	Personal Hygiene	Not applicable.
279	Sanitation	Not applicable.
281	Food Service	Not applicable.
283.1	Discipline	Panola Co has conducted training with staff on inmate disciplinary procedures. Documentation received and reviewed shows that inmates are being provided with at least 24 hrs notice of intened disciplinary infractions before a waiver is offered or a hearing is held. <u>Deficiencies noted in the November 18, 2025, Comprehensive Inspection Report have been corrected.</u>
283.3	Grievance	Not applicable.
285	Exercise	Documentation received and reviewed shows that inmates are now being provided/offered recreation for at least one hour, three times a week. <u>Deficiencies noted in the November 18, 2025, Comprehensive Inspection Report have been corrected.</u>
287	Education/Library	Not applicable.
289	Work Assignments	Not applicable.
291.1	Telephone	Not applicable.
291.2	Correspondence	Not applicable.
291.3	Commissary	Not applicable.
291.4	Visitation	Not applicable.
291.5	Religious Practices	Not applicable.
xxx	Variances	Not applicable.
xxx	Remedial Orders	Not applicable.
xxx	Complaints	Not applicable.
xxx	CCQ	Not applicable.

RECEIVED

By Gary Wigal at 7:07 am, Jan 19, 2026

Rodger G. McLane

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

NAME: Chris Adams
POSITION: Deputy
DEPARTMENT: P.C.S.O.
DATE: 1-21-26

CONFERENCE: SPECIALIZED CMV TRAINING
LOCATION: NACOGDOCHES, TX
DATES: 1-26-26 to 1-27-26

NUMBER OF DAYS OUT OF THE 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.)

To improve my skills with my current CMV position.

APPROVED 02-10-2026

Rodger G. McLane
County Judge

Rodger G. McLane

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

NAME: Denise Gray

POSITION: Judge

DEPARTMENT: Justice of the Peace, Pct. 1 & 4

DATE: January 30, 2026

CONFERENCE: Inquest Topics Workshop

LOCATION: Fredericksburg, Texas

DATE: June 14 – 16, 2026

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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

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

How much of your requirements have been met already, not counting this conference? 1/2

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

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

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

This workshop will help in my job of conducting inquest.

Rodger G. McLane

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

NAME: CHRISTINA LYLES
POSITION: COMMUNICATIONS OFFICER
DEPARTMENT: COMMUNICATIONS DEPARTMENT
DATE: 2-17-2026

CONFERENCE: TCIC/TLETS FULL ACCESS
LOCATION: THE UNIVERSITY OF TYLER
DATES: 02/17/2026 to 02/19/2026

NUMBER OF DAYS OUT OF THE OFFICE FOR THIS CONFERENCE: 1
Does the conference meet your educational requirements for the year? NO
If not, how much of your requirements will be met by this conference? 24HRS
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.)

REQUIREMENT FOR STATE LICENSE

APPROVED 02-10-2026

Rodger G. McLane

County Judge

Rodger G. McLane

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

NAME: Clarissa Moon
POSITION: AgriLife Extension
DEPARTMENT: FCH Agent
DATE: 2/2/26

CONFERENCE: Extension Health Summit
LOCATION: College Station, TX
DATES: 2/9/26 to 2/11/26

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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

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

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

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

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

Professional development for Family
& community Health agents.
Biannual event, required attendance.