

FILED FOR RECORD  
IN MY OFFICE

11:30 O'CLOCK A M

NOV 18 2013

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY *[Signature]* DEPUTY

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

TO WHOM IT MAY CONCERN

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS WILL BE HELD ON THE 21<sup>ST</sup> DAY OF NOVEMBER, 2013, IN THE COMMISSIONERS' COURTROOM IN THE PANOLA COUNTY COURTHOUSE IN CARTHAGE, TEXAS AT 1 00 O'CLOCK P.M AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED AND THE FOLLOWING MATTERS ACTED UPON:

**OPENING PRAYER.**

**OPEN MEETING**

- 1 To discuss and act upon approving a Joint Resolution and Statistical Information for Joint Primary between the Panola County Republican Party, Panola County Democratic Party, and Panola County Election Administrator.
- 2 To discuss and act upon approving County participation in Texas Health and Human Services Commission's Disproportionate Share Hospital Reimbursement program with respect to East Texas Medical Center Carthage and related agreements.
3. To discuss and act upon approving DY2 Advance Uncompensated Care Payment reclassification and 2013 Disproportionate Share Hospital Payment and related Certification to Texas Health and Human Services Commission.
4. To award previously opened bid for Polyethylene Corrugated Culverts for use by the Panola County Road and Bridge Department.
- 5 To approve and record 2013 Budget Amendment No 17.

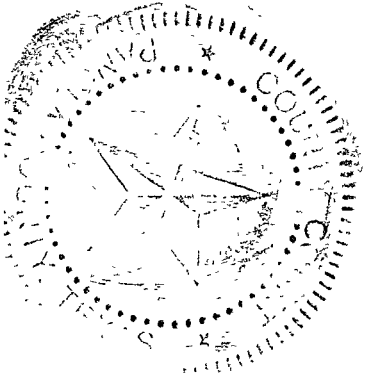
**A D J O U R N M E N T**

WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 18<sup>TH</sup> DAY  
OF NOVEMBER, 2013 AT 11 30 O'CLOCK A.M.



Clara Jones  
CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Yolanda Nelson, Deputy

I, CLARA JONES, CLERK OF THE COMMISSIONERS' COURT OF PANOLA  
COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE NOTICE WAS POSTED  
ON THE OFFICIAL BULLETIN BOARD IN THE PANOLA COUNTY COURTHOUSE IN  
THE CITY OF CARTHAGE, TEXAS AND IN A PUBLIC PLACE VISIBLE AT ALL TIMES  
ON THE 18<sup>TH</sup> DAY OF NOVEMBER, 2013 AT 11 30 O'CLOCK A.M.



Clara Jones  
CLARA JONES, COUNTY CLERK  
PANOLA COUNTY, TEXAS  
By: Yolanda Nelson, Deputy

FILED FOR RECORD  
IN MY OFFICE

AT 11:30 O'CLOCK A M

DEC 10 2013

CLARA JONES  
COUNTY CLERK, PANOLA COUNTY, TEXASBY Clara Jones DEPUTYState of Texas  
County of Panola

On this the 21st day of November, A. D. 2013 the Commissioners' Court of Panola County, Texas met in a Special Meeting of the Court at 1:00 o'clock p.m. in the Commissioners' Courtroom of said County with the following members of the Court present:

David L. Anderson	County Judge
John Gradberg	Commissioner, Precinct #2
Frank R. Langley, Jr.	Commissioner, Precinct #3
Dale LaGrone	Commissioner, Precinct #4

And Commissioner Ronnie LaGrone was absent, constituting a quorum of the Court. Also attending were Clara Jones, County Clerk, and Lee Ann Jones, Administrative Assistant to the County Judge. Attached to and made a part of these minutes is a list of other attendees and the office or organization that each represents. The following proceedings were held at this meeting:

**PRAYER:** Judge Anderson gave the prayer.

**OPEN MEETING:**

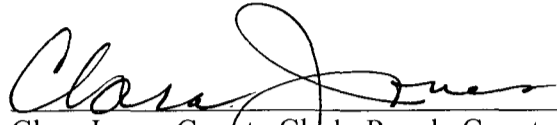
1. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve a Joint Resolution and Statistical Information for Joint primary between the Panola County Republican Party, Panola County Democratic Party and Panola County Election Administrator. The motion passed by a vote of 4-0-1. Commissioner Ronnie LaGrone was absent. SEE COPY OF RESOLUTION ATTACHED.
2. Commissioner John Gradberg moved and Commissioner Dale LaGrone seconded the motion to approve County participation in Texas Health and Human Services Commission's Disproportionate Share Hospital Reimbursement program with respect to East Texas Medical Center Carthage and related agreements. The motion passed by a vote of 4-0-1. Commissioner Ronnie LaGrone was absent.
3. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve DY2 Advance Uncompensated Care Payment reclassification and 2013 Disproportionate Share Hospital Payment and related Certification to Texas Health and Human Services Commission. The motion passed by a vote of 4-0-1. Commissioner Ronnie LaGrone was absent.
4. Commissioner Frank Langley moved and Commissioner Dale LaGrone seconded the motion to award the bid for Polyethylene Corrugated Culverts to be use by the Panola County Road and Bridge Department to the following: **Cain Hardware & Lumber**, 12", 15", 18" 30" culverts and coupling and **Morrison Supply**, 24", 36, 42", 48" 60" culverts and coupling. The motion passed by a vote of 4-0-1. Commissioner Ronnie LaGrone was absent. SEE COPY OF BIDS ATTACHED.
5. Commissioner Dale LaGrone moved and Commissioner Frank Langley seconded the motion to approve and record 2013 Budget Amendment No. 17. The motion passed

by a vote of 4-0-1. Commissioner Ronnie LaGrone was absent. SEE COPY OF AMENDMENT ATTACHED.

Dated this the 21st day of November 2013.

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

ATTEST:

  
\_\_\_\_\_  
Clara Jones, County Clerk, Panola County, Texas



Commissioners Court Minutes  
November 21, 2013

1. Kim Goodwin
2. GARY HUDSON
- 3.
- 4.
- 5.
- 6.

VOL.

86 PAGE

419

Prescribed by Secretary of State (Form JRC)  
Elections PRIM/jresolution doc  
Joint Resolution Contract, Texas Administrative Code rule §81.157  
Section 172.126, V.T.C.A., Election Code, 10/2007

**JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY**

**JOINT RESOLUTION**

**WHEREAS**, the Democratic Party of Panola County, Texas, and the Republican Party of Panola County, Texas, desire to enter into a 2014 Joint Primary Election Services Contract with the Panola County Election Administrator/County Clerk, as the County Election Officer.

**AND WHEREAS**, the Commissioners Court of Panola County, Texas desires to give authorization for said Contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF Panola, COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, Rick McPherson, Democratic Party Chair, and Bobby Crow, Republican County Chair, and Cheyenne Lampley, County Election Officer of Panola County, Texas, for the conduct and supervision of the Panola County Joint Primary Election on March 4, 2014, and the Panola County Joint Primary Runoff Election, if necessary, on May 27, 2014.

**PASSED AND APPROVED, THIS 21st DAY OF November, 2013.**

  
Signature of County Judge

  
Signature of Commissioner, Precinct 1

  
Signature of Commissioner, Precinct 2

  
Signature of Commissioner, Precinct 3

  
Signature of Commissioner, Precinct 4

Panola County Democratic Party

Panola County Republican Party

By: Rick McPherson, County Chair

By: Bobby Crow, County Chair

County Elections Official

By: Cheyenne Lampley, County Election Administrator/County Clerk

Reset

**Texas Health and Human Services Commission**  
**DY2 Advance UC Payment Reclassification and 2013 DSH Pass 3 Payment**

This form, when signed, certifies certain facts, representations and assurances regarding the eligibility of the named hospital to receive a 2013 Disproportionate Share Hospital (DSH) Pass 3 payment. This form also authorizes the Texas Health and Human Services Commission to reclassify some or all of the hospital's DY2 advance uncompensated care waiver payment as a Pass 3 payment. Finally, this form certifies the additional amount of public funds the governmental entity will transfer to HHSC for the hospital's 2013 DSH Pass 3 payment. **Important: This is not a request for an intergovernmental transfer. Do not send funds to HHSC at this time.**

**NOTE:** The person signing this Certification on behalf of the hospital must be legally authorized to bind the hospital.  
 The person signing this Certification on behalf of the governmental entity must be authorized to bind the governmental entity.

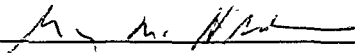
<b>HOSPITAL:</b>			
Hospital Name East Texas Medical Center Carthage		Texas Medicaid Provider ID Number (9 Digit) 094127002	
Printed/Typed Name of Signer (Legally Authorized Representative) Gary Hudson		Title of Signer Administrator	
Address (street or P.O. Box) 409 W. Cottage Road		City: Carthage	State   Zip Code (9-digit) TX 75633
Phone Number (including area code) 903 - 694 - 4652	FAX Number (including area code) 903 - 694 - 4625	Email ghudson@etmc.org	
Alternate Contact Person Phillip A. Caron, Senior CFO	Alternate Phone Number (including area code) 903 - 541 - 5106	Alternate Email pacaron@etmc.org	

**The hospital must certify the following facts (complete all of the drop down boxes - enter "Yes" or "No") :**

- No That the hospital is owned and operated by a governmental entity that is located in a county with 500,000 or fewer persons, based on the most recent decennial census (Rural Public Hospital);  
 OR  
 Yes That the hospital is operating under a lease from a governmental entity in which the hospital and governmental entity are both located in the same county with 500,000 or fewer persons, based on the most recent decennial census (Rural Public-Financed Hospital)
- Yes That the hospital authorizes HHSC to reclassify a portion of the hospital's DY2 Advance UC payment as a 2013 DSH Pass 3 payment in the amount indicated in Column K of TAB 1 of this spreadsheet.

SIGNATURE OF SIGNER FOR HOSPITAL (Legally Authorized Representative)

DATE



11/18/2013

<b>GOVERNMENTAL ENTITY</b>			
Name of Legal Entry Panola County			
Printed/Typed Name of Signer (Legally Authorized Representative) David Anderson		Title of Signer County Judge	
Address (street or P O Box) 110 S Sycamore, Room 216-A		City: Carthage	State   Zip Code (9-digit) TX 75633
Phone Number (including area code) 903 - 693 - 0392	FAX Number (including area code) 903 - 693 - 2726	Email david.anderson@co.panola.tx.us	
Alternate Contact Person Lee Ann Jones	Alternate Phone Number (including area code) 903 - 693 - 0391	Alternate Email leeann.jones@co.panola.tx.us	

**The governmental entity must certify the following facts (complete all of the drop down boxes - enter "Yes" or "No") :**

- Yes That the governmental entity is located in a county with 500,000 or fewer persons, based on the most recent decennial census.  
 Yes That the governmental entity owns the hospital named on this form and either operates the hospital or leases the facility to the operator of the hospital.  
 Yes That the governmental entity authorizes HHSC to use public funds, that were previously transferred to HHSC as the non-federal share of a DY2 Advance UC payment, as the non-federal share of a 2013 DSH Pass 3 payment in the amount indicated in Column M of TAB 1 of this spreadsheet.  
 Yes That the governmental entity commits to transfer the additional amount indicated in Column P of TAB 1 of this spreadsheet for additional 2013 DSH Pass 3 payments to the hospital.

SIGNATURE OF SIGNER FOR GOVERNMENT ENTITY (Legally Authorized Representative)

DATE



11-21-13

**Texas Health and Human Services Commission**  
 Disproportionate Share Program - Pass 3 DSH Payment  
 Reclassification of DY2 UC Advance Waiver Payment and IGT Commitment Form

HHSC NOTES TO PROVIDERS

Please **DO NOT IGT** at this Time! HHSC still needs to determine if a payment reduction (i.e. haircut) is necessary based on your IGT Commitment forms. We will notify you when the final DSH Pass 3 Payment Calculation is completed and Final Maximum IGT Amounts are available for Transfer (in early December).

Thank you! HHSC Hospital Rate Analysis

DY2 Advance UC pmts that may be reclassified as 2013 DSH Pass 3 payments	DY2 Advance UC IGT that may be reclassified as 2013 DSH IGT	Maximum Amount that can be Reclassified from DY2 Advance UC to 2013 DSH Pass 3 Payments	Enter Amt of DY2 Advance UC to be reclassified to DSH Amount may not exceed value in Column J.	Autopopulated Field QA to ensure Provider does not enter Reclassified Amount greater than value in Column J for their Hospital	Autopopulated IGT Amt to be reclassified from UC to DSH Column K multiplied by 40 70% state share	Autopopulated Maximum 2013 DSH Pass 3 Payment Amount after accounting for DY2 Adv UC Pmt	Autopopulated Max IGT Amt for 2013 DSH Pass 3 pmt	Enter IGT Amount that Govt Entity commits to transfer for DSH Pass 3 Pmt	Autopopulated QA Field to ensure IGT Commitment Amount is not greater than Maximum IGT Amount	Autopopulated Column P IGT Amount divided by 40 70% State Share
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A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M	Column N	Column O	Column P	Column Q	Column R
TPI	Provider Name	Govt Entity	2013 HSL	Pass 1 & 2 Payment	HSL Less Pass 1 & 2 Payment	Amt of DY2 Advance UC Payment attributable to HSL	DY2 Advance UC IGT Amt attributable to HSL @ 40.70%	Maximum Amount that can be Reclassified from DY2 Advance UC to 2013 DSH Pass 3 Payments	Amt of DY2 Advance UC Pmt attributable to HSL from Column J that provider chooses to reclassify from UC to DSH	Quality Check for Column K: Reclassified Amt cannot exceed Amount in Column J	IGT Amount to be reclassified from DY2 Advance UC to 2013 DSH Pass 3 Pmt	2013 HSL Less (Pass 1 & 2 and Column H DY2 Adv UC Payments)	Maximum IGT Amount for DSH Pass 3 Payment (Column N x 40.70%)	IGT Commitment Amount (cannot exceed Maximum IGT Amount in Column O)	IGT Commitment Amount Cannot Exceed IGT Commitment Amount	IGT Commitment Amt	2013 DSH Pass 3 Pmt Based on IGT Commitment from Column P
094127002	ETMC - Carthage	Panola County	\$1,772,357	\$553,768	\$1,218,589	\$742,428.70	\$302,168.48	\$742,429	\$742,428.70	Reclassified Amt O K	\$302,168.48	\$476,160.25	\$193,797.22	\$193,797.22	O K	\$476,160.24	

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ORDER NO. 2013-22

**ORDER OF PANOLA COUNTY COMMISSIONERS COURT APPROVING AMENDMENT OF AMENDED AND RESTATED AGREEMENT REGARDING UNCOMPENSATED CARE AND DSRIP PAYMENTS DATED OCTOBER 1, 2012 BETWEEN EAST TEXAS MEDICAL CENTER CARTHAGE AND PANOLA COUNTY; AUTHORIZING EXECUTION THEREOF; PROVIDING FOR TRANSFER OF COUNTY FUNDS NECESSARY FOR PARTICIPATION IN THE DISPROPORTIONATE SHARE HOSPITAL, UNCOMPENSATED CARE, AND DSRIP PROGRAMS; AUTHORIZING EXECUTION OF CERTIFICATE REGARDING RECLASSIFICATION OF UNCOMPENSATED CARE PAYMENTS; ADOPTING CERTAIN FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Panola County (the "County") owns the Hospital Facility located at 409 W. Cottage Rd., Carthage, Texas ("Hospital Facility"), and leases this Hospital Facility to the ETMC Regional Healthcare System ("System") pursuant to a Master Agreement dated on or about October 14, 1997;

**WHEREAS**, the System has assigned the operation of the Hospital Facility to its affiliate, ETMC Carthage; and

**WHEREAS**, the Master Agreement provides for County reimbursement (subject to appropriation) to ETMC Carthage for certain health care services provided by ETMC Carthage to indigent residents; and

**WHEREAS**, the Parties have entered into an Amended and Restated Agreement Regarding Additional Rent, dated October 1, 2012, as amended effective November 21, 2013, whereby ETMC Carthage pays additional rent to the County for the use and occupancy of the Hospital Facility; and

**WHEREAS**, pursuant to Commissioners Court Orders No. 2012-10 and 2012-09, the County participates in Texas Health and Human Services Commission's ("HHSC") Delivery System Reform Incentive Payment ("DSRIP") program and Uncompensated Care program ("UC"); and

**WHEREAS**, the County desires to participate in HHSC's Disproportionate Share Hospital ("DSH") program under which supplemental payments may be made by HHSC to certain rural hospitals; and

**WHEREAS**, the Commissioners Court finds that participation in the DSH Program, in addition to the UC and DSRIP Programs (collectively the "Programs") provides an important benefit to the residents of the County; and

**WHEREAS**, the Commissioners Court finds that the County support of ETMC Carthage's participation in the Programs serves a public purpose because it benefits public health in the County and may assist the County in meeting its indigent health care responsibility without increasing the cost to the County, by increasing services provided by ETMC Carthage at the Hospital Facility under the Master Agreement; and

**WHEREAS**, the Commissioners Court finds, that the County, as owner of the Hospital Facility, should provide the public funds necessary to support participation by ETMC Carthage in the Programs; and

**WHEREAS**, to participate in the Programs, it may be necessary for the County to make intergovernmental transfers to the State Comptroller of Public Accounts on a quarterly or other periodic basis in the amounts determined by HHSC; and

**WHEREAS**, HHSC has requested County authorization for reclassification of certain Uncompensated Care payments received by ETMC Carthage, and the County intergovernmental transfers pertaining to such payments, as DSH payments and transfers in order to maximize the amount of funds received by ETMC Carthage under the DSH and UC Programs; and

**WHEREAS**, the Commissioners Court finds that it is in the best interest of the County to approve the reclassification of UC payments and transfers as DSH payments and transfers; and

**WHEREAS**, ETMC Carthage and the County are in agreement as to the use of any Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments received by ETMC Carthage from the Programs and propose to amend effective November 21, 2013, the Amended and Restated Agreement Regarding Uncompensated Care and DSRIP Payments, dated October 1, 2012 between ETMC Carthage and the County to incorporate the amendments reflected in Exhibit "A" hereto so that it reads as set forth in Exhibit "B" hereto; and

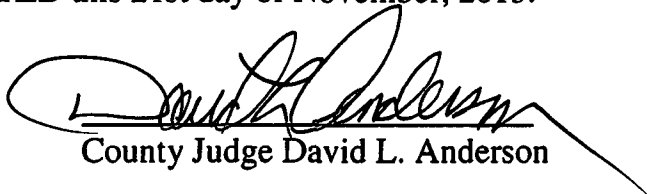
**WHEREAS**, the County receives funds as additional rent from ETMC Carthage pursuant to the Amended and Restated Agreement Regarding Additional Rent, as amended effective November 21, 2013, between ETMC Carthage and the County, which constitute public funds of the County and may be used at the County's discretion to provide health care services for County residents, or for other County purposes; and


**WHEREAS**, such Additional Rent funds received by the County are deposited to the County's Health Fund.

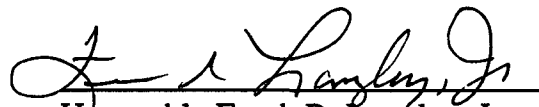
**NOW, BE IT THEREFORE ORDERED** by the Commissioners Court of Panola County that:

1. The proposed Amended and Restated Agreement Regarding Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments as amended effective November 21, 2013, attached hereto as Exhibit "B" between ETMC Carthage and Panola County is approved and the County Judge is authorized to execute it.
2. The County Judge is authorized to execute, on behalf of the County, any certificate required by HHSC for reclassification of UC Payments, Certification of Governmental Entity Participation, and such other documents required by HHSC for participation in the Programs.
3. Funds received by the County for additional rent for the Hospital Facility pursuant to the Amended and Restated Agreement Regarding Additional Rent, as amended effective November 21, 2013 (the "Additional Rent Funds") shall be deposited to the County's Health Fund.
4. The County Treasurer is hereby authorized to transfer to the State Comptroller from the Health Fund funds in such amounts and at such times as HHSC informs the County are necessary for participation in the Programs, provided however, that no such transfers shall exceed the amount of Additional Rent Funds in the Health Fund at the time of the transfer.
5. The County Treasurer is further authorized to take such action reasonably necessary to provide for the electronic transfer of the funds from the Health Fund in accordance with the State Comptroller's TexNet System or other protocol.
6. The findings, determinations and acts contained in the preamble to this Order are adopted by the Commissioners Court as part of this Order.
7. This Order shall be effective from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this 21st day of November, 2013.

  
 County Judge David L. Anderson

  
 \_\_\_\_\_  
 Honorable Ronnie LaGrone  
 Commissioner, Precinct One

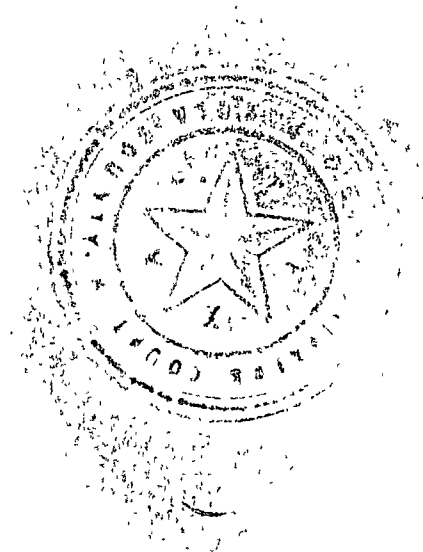
  
 \_\_\_\_\_  
 Honorable Frank R. Langley, Jr.  
 Commissioner, Precinct Three

John Gradberg  
Honorable John Gradberg  
Commissioner, Precinct Two

Dale LaGrone  
Honorable Dale LaGrone  
Commissioner, Precinct Four

ATTEST:

Clara Jones  
Clara Jones, County Clerk  
Commissioners Court  
Panola County, Texas



**EXHIBIT "A"**  
**Amended and Restated Agreement Regarding Disproportionate  
Share Hospital, Uncompensated Care, and DSRIP Payments**

(Redlined Copy)

**AMENDED AND RESTATED AGREEMENT REGARDING  
DISPROPORTIONATE SHARE HOSPITAL, UNCOMPENSATED CARE AND  
DSRIP PAYMENTS**

This Agreement is dated to be effective ~~October 1, 2012~~, November 21, 2013, between East Texas Medical Center Carthage (ETMC Carthage) and Panola County, Texas ("County"), collectively referred to herein as the "Parties":

**RECITALS**

WHEREAS the County owns the Hospital Facility located at 409 W. Cottage Rd., Carthage, Texas ("Hospital Facility"), and leases this Hospital Facility to the ETMC Regional Healthcare System ("System") pursuant to a Master Agreement dated on or about October 14, 1997; and

WHEREAS, the System has assigned the operation of the Hospital Facility to its affiliate, ETMC Carthage; and

WHEREAS the Parties recognize that the County is authorized to provide for the present and future needs of the citizens of Panola County, Texas for adequate hospital facilities and related services, and that this Agreement is in furtherance of that valid and important Public Purpose ("Public Purpose"); and

WHEREAS the Parties have entered into an Amended and Restated Agreement, dated January 11, 2010, Regarding Additional Rent, as amended effective November 21, 2013, whereby ETMC Carthage pays additional rent to the County for the use and occupancy of the Hospital Facility; and

~~WHEREAS, in the past, ETMC Carthage has received additional funds for medical services to Medicaid patients through its participation in the~~ pursuant to Commissioners Court Orders No. 2012-10 and 2012-09, the County participates in Texas Health and Human Services Commission's Rural Public Hospital Supplemental Payments Program ("the UPL Program"); and

~~WHEREAS, on December 12, 2011, the Centers for Medicare and Medicaid Services approved the Texas request for a new Medicaid demonstration waiver entitled "Texas Healthcare Transformation and Quality Improvement Program" in accordance with section 1115 of the Social Security Act. Known as the 1115 Waiver, this new program was approved through September 30, 2016.~~

~~WHEREAS, this program replaces the UPL program with two new supplemental programs called the~~ Commission's ("HHSC") Delivery System Reform Incentive Payment ("DSRIP") program and Uncompensated Care ("UC") program; and

WHEREAS, the County desires to participate in HHSC's Disproportionate Share Hospital (DSH) program under which supplemental payments may be made by HHSC to certain rural hospitals; and

WHEREAS, the Commissioners Court finds that participation in the DSH Program, in addition to the UC and DSRIP Programs (collectively, the "Programs") provides an important benefit to the residents of the County; and

WHEREAS, the Commissioners Court finds that County support of ETMC Carthage's participation in the Programs serves a public purpose because it benefits public health in the County and may assist the County in meeting its indigent health care responsibility without increasing the cost to the County, by increasing services provided by ETMC Carthage at the Hospital Facility under the Master Agreement; and

WHEREAS, the Commissioners Court finds that the County, as owner of the Hospital Facility, should provide the public funds necessary to support participation by ETMC Carthage in the Programs; and

WHEREAS, the Parties are in agreement as to the use of Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments to be received by ETMC Carthage from the Programs; and

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

- 1.1 ETMC Carthage agrees that any Disproportionate Share Hospital Payments and any Uncompensated Care Payments received from the Programs shall be used solely to provide reimbursement to ETMC Carthage for medical services, as defined by the 1115 Waiver, rendered, or to be rendered, to patients of ETMC Carthage that qualify for Medicaid assistance, and/or to patients that qualify as indigents pursuant to the Master Agreement. DSRIP Payments received shall be used by ETMC Carthage in accordance with the Regional Health Partnership Plan for Region 1 approved by the Health and Human Services Commission, the Center for Medicare and Medicaid Services ("CMS") and the County.

**MISCELLANEOUS**



- 1.2 Either ETMC Carthage or the County may terminate this Agreement upon three (3) days' written notice, with or without cause.
- 1.3 This Agreement is intended to bind the Parties only, and no benefit is to be conferred upon any non-party to this Agreement.
- 1.4 The Parties acknowledge that mutual cooperation and trust is essential to the proper execution of their responsibilities under this Agreement and hereby agree to cooperate fully with one another in performance of their obligations.
- 1.5 Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, addressed as follows or at such other address as each party may from time to time notify the other party in writing.

To County: 110 S. Sycamore, Rm. 216-A  
Carthage, Texas 75633  
Attn: Hon. David L. Anderson, County Judge

To ETMC Carthage: 409 W. Cottage Rd.  
Carthage, Texas 75633  
Attn: Gary M. Hudson,

Administrator

- 1.6 Actual notice is sufficient to fulfill any written notice obligation under this Agreement.
- 1.7 This Agreement shall be interpreted, construed and governed according to the laws of Texas.
- 1.8 To the extent one or more of the previous provisions contained in this Agreement shall for any reason be held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement which shall be construed as if such invalid, unenforceable, or illegal provision had never been contained herein.
- 1.9 This Agreement may only be amended by the written and signed agreement of the Parties.
- 1.10 ETMC Carthage agrees to indemnify and hold harmless the County from and against all losses, claims, damages, liabilities, fines penalties, costs and/or expenses (including reasonable attorneys fees and expenses) that may be asserted

against the County arising from this Agreement, or the County's participation in the Programs, if applicable, and to the extent any such claims are not caused by the negligence, gross negligence or willful and wanton misconduct on the part of the County. This indemnity provision shall survive any termination of this Agreement.

1.11 Upon reasonable prior written notice and during normal business hours, ETMC Carthage shall make available to the County its books and records and all other relevant records related to the use of the Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments that are the subject of this Agreement.

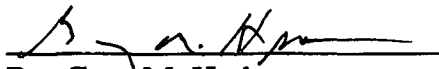
The Parties hereby execute this Agreement effective as of the date written above.

**PANOLA COUNTY, TEXAS**



By: Hon. David L. Anderson  
Its: County Judge

**ETMC CARTHAGE**



By: Gary M. Hudson  
Its: Administrator

**EXHIBIT "B"**  
**Amended and Restated Agreement Regarding Disproportionate  
Share Hospital, Uncompensated Care, and DSRIP Payments**

(Clean Copy)

**AMENDED AND RESTATED AGREEMENT REGARDING DISPROPORTIONATE SHARE HOSPITAL, UNCOMPENSATED CARE AND DSRIP PAYMENTS**

This Agreement is dated to be effective November 21, 2013, between East Texas Medical Center Carthage (ETMC Carthage) and Panola County, Texas ("County"), collectively referred to herein as the "Parties":

**RECITALS**

WHEREAS the County owns the Hospital Facility located at 409 W. Cottage Rd., Carthage, Texas ("Hospital Facility"), and leases this Hospital Facility to the ETMC Regional Healthcare System ("System") pursuant to a Master Agreement dated on or about October 14, 1997; and

WHEREAS, the System has assigned the operation of the Hospital Facility to its affiliate, ETMC Carthage; and

WHEREAS the Parties recognize that the County is authorized to provide for the present and future needs of the citizens of Panola County, Texas for adequate hospital facilities and related services, and that this Agreement is in furtherance of that valid and important Public Purpose ("Public Purpose"); and

WHEREAS the Parties have entered into an Amended and Restated Agreement Regarding Additional Rent, as amended effective November 21, 2013, whereby ETMC Carthage pays additional rent to the County for the use and occupancy of the Hospital Facility; and

WHEREAS, pursuant to Commissioners Court Orders No. 2012-10 and 2012-09, the County participates in Texas Health and Human Services Commission's ("HHSC") Delivery System Reform Incentive Payment ("DSRIP") program and Uncompensated Care ("UC") program; and

WHEREAS, the County desires to participate in HHSC's Disproportionate Share Hospital (DSH) program under which supplemental payments may be made by HHSC to certain rural hospitals; and

WHEREAS, the Commissioners Court finds that participation in the DSH Program, in addition to the UC and DSRIP Programs (collectively, the "Programs") provides an important benefit to the residents of the County; and

WHEREAS, the Commissioners Court finds that County support of ETMC Carthage's participation in the Programs serves a public purpose because it benefits public health in the County and may assist the County in meeting its indigent health care

responsibility without increasing the cost to the County, by increasing services provided by ETMC Carthage at the Hospital Facility under the Master Agreement; and

WHEREAS, the Commissioners Court finds that the County, as owner of the Hospital Facility, should provide the public funds necessary to support participation by ETMC Carthage in the Programs; and

WHEREAS, the Parties are in agreement as to the use of Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments to be received by ETMC Carthage from the Programs; and

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

- 1.1 ETMC Carthage agrees that any Disproportionate Share Hospital Payments and any Uncompensated Care Payments received from the Programs shall be used solely to provide reimbursement to ETMC Carthage for medical services, as defined by the 1115 Waiver, rendered, or to be rendered, to patients of ETMC Carthage that qualify for Medicaid assistance, and/or to patients that qualify as indigents pursuant to the Master Agreement. DSRIP Payments received shall be used by ETMC Carthage in accordance with the Regional Health Partnership Plan for Region 1 approved by the Health and Human Services Commission, the Center for Medicare and Medicaid Services ("CMS") and the County.

**MISCELLANEOUS**

- 1.2 Either ETMC Carthage or the County may terminate this Agreement upon three (3) days' written notice, with or without cause.
- 1.3 This Agreement is intended to bind the Parties only, and no benefit is to be conferred upon any non-party to this Agreement.
- 1.4 The Parties acknowledge that mutual cooperation and trust is essential to the proper execution of their responsibilities under this Agreement and hereby agree to cooperate fully with one another in performance of their obligations.
- 1.5 Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, addressed as follows or at such other address as each party may from time to time notify the other party in writing.

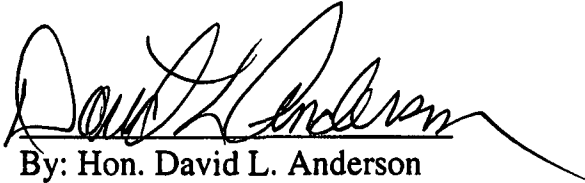
To County: 110 S. Sycamore, Rm. 216-A  
Carthage, Texas 75633  
Attn: Hon. David L. Anderson, County Judge

To ETMC Carthage: 409 W. Cottage Rd.  
Carthage, Texas 75633  
Attn: Gary M. Hudson, Administrator

- 1.6 Actual notice is sufficient to fulfill any written notice obligation under this Agreement.
- 1.7 This Agreement shall be interpreted, construed and governed according to the laws of Texas.
- 1.8 To the extent one or more of the previous provisions contained in this Agreement shall for any reason be held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement which shall be construed as if such invalid, unenforceable, or illegal provision had never been contained herein.
- 1.9 This Agreement may only be amended by the written and signed agreement of the Parties.
- 1.10 ETMC Carthage agrees to indemnify and hold harmless the County from and against all losses, claims, damages, liabilities, fines penalties, costs and/or expenses (including reasonable attorneys fees and expenses) that may be asserted against the County arising from this Agreement, or the County's participation in the Programs, if applicable, and to the extent any such claims are not caused by the negligence, gross negligence or willful and wanton misconduct on the part of the County. This indemnity provision shall survive any termination of this Agreement.
- 1.11 Upon reasonable prior written notice and during normal business hours, ETMC Carthage shall make available to the County its books and records and all other relevant records related to the use of the Disproportionate Share Hospital, Uncompensated Care and DSRIP Payments that are the subject of this Agreement.

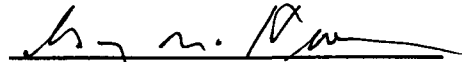
The Parties hereby execute this Agreement effective as of the date written above.

**PANOLA COUNTY, TEXAS**

A handwritten signature in black ink, appearing to read "David L. Anderson", written over a horizontal line.

By: Hon. David L. Anderson  
Its: County Judge

**ETMC CARTHAGE**

A handwritten signature in black ink, appearing to read "Gary M. Hudson", written over a horizontal line.

By: Gary M. Hudson  
Its: Administrator

**ORDER NO. 2013-23**

**ORDER OF PANOLA COUNTY COMMISSIONERS COURT APPROVING AMENDMENT EFFECTIVE NOVEMBER 21, 2013 OF AMENDED AND RESTATED AGREEMENT REGARDING ADDITIONAL RENT DATED OCTOBER 1, 2012 BETWEEN EAST TEXAS MEDICAL CENTER CARTHAGE AND PANOLA COUNTY AUTHORIZING EXECUTION THEREOF; AUTHORIZING THE TRANSFER OF COUNTY FUNDS TO PAY INTERGOVERNMENTAL TRANSFERS; ADOPTING FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Panola County (the "County") owns the hospital facility located at 409 W. Cottage Road, Carthage, Texas (the "Hospital Facility"), and leases this Hospital Facility to the East Texas Medical Center Regional Healthcare System (the "System") pursuant to a Master Agreement dated on or about October 14, 1997; and

**WHEREAS**, the System has assigned the operation of the Hospital Facility to its affiliate, East Texas Medical Center Carthage ("ETMC Carthage"); and

**WHEREAS**, the Master Agreement provides for County reimbursement (subject to appropriation) to ETMC Carthage for certain health care services provided by ETMC Carthage to indigent residents; and

**WHEREAS**, pursuant to Commissioners Court Orders No. 2012-10 and 2012-09, the County participates in the Texas Health and Human Services Commission's ("HHSC") Delivery System Reform Incentive Payment ("DSRIP") program and Uncompensated Care ("UC") program under the 1115 Medicaid Waiver; and

**WHEREAS**, the County desires to participate in HHSC's Disproportionate Share Hospital ("DSH") program under which supplemental payments may be made by HHSC to certain rural hospitals; and

**WHEREAS**, the Commissioners Court finds that participation in the DSH Program, in addition to the UC and DSRIP Programs (collectively, the "Programs") provides an important benefit to the residents of the County; and

**WHEREAS**, the Commissioners Court finds that County support of ETMC Carthage's participation in the Programs serves a public purpose because it benefits public health in the County and may assist the County in meeting its indigent health care responsibility without increasing the cost to the County, by increasing services provided by ETMC Carthage at the Hospital Facility under the Master Agreement; and

**WHEREAS**, the Commissioners Court finds that the County, as owner of the Hospital Facility, should provide the funds necessary to participate in the Programs; and



**WHEREAS**, to participate in the Programs, it may be necessary for the County to establish an account and provide authorization to the Texas Comptroller of Public Accounts on Comptroller Forms to authorize withdrawal by the Comptroller of the required intergovernmental transfers from such account; and

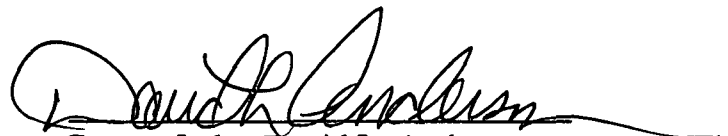
**WHEREAS**, ETMC Carthage and the County propose to amend, effective November 21, 2013, the Amended and Restated Agreement Regarding Additional Rent dated October 1, 2012, between East Texas Medical Center Carthage and Panola County to incorporate the amendments reflected on Exhibit "A" hereto so that it reads as set forth in Exhibit "B" hereto; and

**WHEREAS**, such additional rent received under the Amended and Restated Agreement Regarding Additional Rent as amended effective November 21, 2013, shall constitute public funds of the County, which the County at its discretion may use to provide health care services for County Residents, or for other County purposes.


**NOW, BE IT THEREFORE ORDERED** by the Commissioners Court of Panola County that:

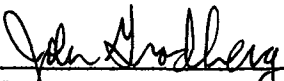
1. The proposed Amended and Restated Agreement Regarding Additional Rent, as amended effective November 21, 2013 attached hereto as Exhibit "B" between ETMC Carthage and Panola County is approved and the County Judge is authorized to execute it on behalf of the County.
2. The Commissioners Court authorizes the transfer of County funds out of a County account to be established for such purposes, to the Texas Comptroller of Public Accounts to pay the intergovernmental transfers required for participation in the Programs.
3. The findings, determinations and acts contained in the preamble to this Order are adopted by the Commissioners Court as part of this Order.
4. This Order shall be effective from and after the date of its passage.


**PASSED, APPROVED AND ADOPTED** this 21st day of November, 2013.

  
 County Judge David L. Anderson

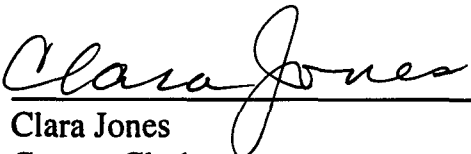
  
 \_\_\_\_\_  
 Honorable Ronnie LaGrone  
 Commissioner, Precinct One

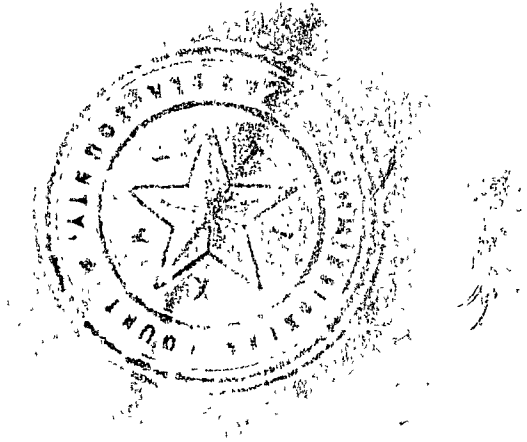
  
 \_\_\_\_\_  
 Honorable Frank R. Langley, Jr.  
 Commissioner, Precinct Three

  
\_\_\_\_\_  
Honorable John Gradberg  
Commissioner, Precinct Two

  
\_\_\_\_\_  
Honorable Dale LaGrone  
Commissioner, Precinct Four

ATTEST:

  
\_\_\_\_\_  
Clara Jones  
County Clerk  
Commissioners Court  
Panola County, Texas



**EXHIBIT "A"**  
**Amended and Restated Agreement Regarding Additional Rent**  
**(Redlined Copy)**

**AMENDED AND RESTATED AGREEMENT REGARDING ADDITIONAL RENT**

This Agreement is dated to be effective ~~October 1, 2012~~ November 21, 2013, between East Texas Medical Center Carthage (ETMC Carthage) and Panola County, Texas ("County"), collectively referred to herein as the "Parties":

**RECITALS**

WHEREAS the County owns the Hospital Facility located at 409 W. Cottage Rd., Carthage, Texas ("Hospital Facility"), and leases this Hospital Facility to the ETMC Regional Healthcare System ("System") pursuant to a Master Agreement dated on or about October 14, 1997;

WHEREAS, the System has assigned the operation of the Hospital Facility to its affiliate, ETMC Carthage;

WHEREAS the Parties recognize that the County is authorized to provide for the present and future needs of the citizens of Panola County, Texas for adequate hospital facilities and related services, and that this Agreement is in furtherance of that valid and important Public Purpose ("Public Purpose");

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

- 1.1 ETMC Carthage agrees to pay to the County ~~\$75,000.00~~ \$124,000, or such other amount as the parties may agree, each quarter or at such intervals as the Parties may agree, in additional rent for the use and occupancy of the Hospital Facility, and in order to facilitate and enhance the County's fulfillment of its Public Purpose. Said quarterly payments shall be due on such dates as the parties may agree.
- 1.2 Any and all funds paid to the County under this Agreement shall become the County's public funds.
- 1.3 The County shall have the sole discretion as to the use of funds paid pursuant to this Agreement, and is not obligated or bound to use said public funds for any particular purpose, provided, however, that any such use be consistent with and in furtherance of the County's Public Purpose.
- 1.4 ETMC Carthage agrees to indemnify and hold harmless the County from and against all losses, claims, damages, liabilities, fines penalties, costs and/or expenses (including reasonable attorneys fees and expenses) that may be asserted against the County arising from

this Agreement, or the County's participation in the Uncompensated Care ("UC") Program or the Delivery System Reform Incentive Payment ("DSRIP") Program administered by the Texas Health and Human Services Commission ("HHSC") pursuant to the Texas Healthcare Transformation and Quality Improvement Program (the "1115 Waiver"), or HHSC's Disproportionate Share Hospital Program, if applicable, and to the extent any such claims are not caused by the negligence, gross negligence or willful and wanton misconduct on the part of the County. This indemnity provision shall survive any termination of this Agreement.

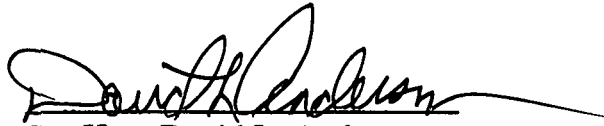
### MISCELLANEOUS

- 1.5 Either ETMC Carthage or the County may terminate this Agreement upon three (3) days' written notice, with or without cause.
- 1.6 This Agreement is intended to bind the Parties only, and no benefit is to be conferred upon any non-party to this Agreement.
- 1.7 Other than the payments made pursuant to this Agreement, nothing herein shall require any further payments, whether termed additional rent or otherwise, to be paid to the County by ETMC Carthage, or the ETMC Regional Healthcare System.
- 1.8 The Parties acknowledge that mutual cooperation and trust is essential to the proper execution of their responsibilities under this Agreement and hereby agree to cooperate fully with one another in performance of their obligations.
- 1.9 Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, addressed as follows or at such other address as each party may from time to time notify the other party in writing.
- To County: 110 S. Sycamore, Rm. 216-A  
Carthage, Texas 75633  
Attn: Hon. David L. Anderson, County Judge
- To ETMC Carthage: 409 W. Cottage Rd.  
Carthage, Texas 75633  
Attn: Gary M. Hudson, Administrator
- 1.10 Actual notice is sufficient to fulfill any written notice obligation under this Agreement.
- 1.11 This Agreement shall be interpreted, construed and governed according to the laws of Texas.

- 1.12 To the extent one or more of the previous provisions contained in this Agreement shall for any reason be held invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement which shall be construed as if such invalid, unenforceable, or illegal provision had never been contained herein.
- 1.13 This Agreement may only be amended by the written and signed agreement of the Parties.

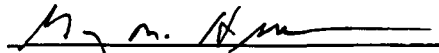
The Parties hereby execute this Agreement effective as of the date written above.

**PANOLA COUNTY, TEXAS**



By: Hon. David L. Anderson  
Its: County Judge

**ETMC CARTHAGE**



By: Gary M. Hudson  
Its: Administrator

**EXHIBIT "B"**  
**Amended and Restated Agreement Regarding Additional Rent**  
**(Clean Copy)**

**AMENDED AND RESTATED AGREEMENT REGARDING ADDITIONAL RENT**

This Agreement is dated to be effective November 21, 2013, between East Texas Medical Center Carthage (ETMC Carthage) and Panola County, Texas ("County"), collectively referred to herein as the "Parties":

**RECITALS**

WHEREAS the County owns the Hospital Facility located at 409 W. Cottage Rd., Carthage, Texas ("Hospital Facility"), and leases this Hospital Facility to the ETMC Regional Healthcare System ("System") pursuant to a Master Agreement dated on or about October 14, 1997;

WHEREAS, the System has assigned the operation of the Hospital Facility to its affiliate, ETMC Carthage;

WHEREAS the Parties recognize that the County is authorized to provide for the present and future needs of the citizens of Panola County, Texas for adequate hospital facilities and related services, and that this Agreement is in furtherance of that valid and important Public Purpose ("Public Purpose");

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

- 1.1 ETMC Carthage agrees to pay to the County \$124,000, or such other amount as the parties may agree, each quarter or at such intervals as the Parties may agree, in additional rent for the use and occupancy of the Hospital Facility, and in order to facilitate and enhance the County's fulfillment of its Public Purpose. Said quarterly payments shall be due on such dates as the parties may agree.
- 1.2 Any and all funds paid to the County under this Agreement shall become the County's public funds.
- 1.3 The County shall have the sole discretion as to the use of funds paid pursuant to this Agreement, and is not obligated or bound to use said public funds for any particular purpose, provided, however, that any such use be consistent with and in furtherance of the County's Public Purpose.
- 1.4 ETMC Carthage agrees to indemnify and hold harmless the County from and against all losses, claims, damages, liabilities, fines penalties, costs and/or expenses (including reasonable attorneys fees and expenses) that may be asserted against the County arising from this Agreement, or the County's participation in the Uncompensated



Care ("UC") Program or the Delivery System Reform Incentive Payment ("DSRIP") Program administered by the Texas Health and Human Services Commission ("HHSC") pursuant to the Texas Healthcare Transformation and Quality Improvement Program (the "1115 Waiver"), or HHSC's Disproportionate Share Hospital Program, if applicable, and to the extent any such claims are not caused by the negligence, gross negligence or willful and wanton misconduct on the part of the County. This indemnity provision shall survive any termination of this Agreement.

### MISCELLANEOUS

- 1.5 Either ETMC Carthage or the County may terminate this Agreement upon three (3) days' written notice, with or without cause.
- 1.6 This Agreement is intended to bind the Parties only, and no benefit is to be conferred upon any non-party to this Agreement.
- 1.7 Other than the payments made pursuant to this Agreement, nothing herein shall require any further payments, whether termed additional rent or otherwise, to be paid to the County by ETMC Carthage, or the ETMC Regional Healthcare System.
- 1.8 The Parties acknowledge that mutual cooperation and trust is essential to the proper execution of their responsibilities under this Agreement and hereby agree to cooperate fully with one another in performance of their obligations.
- 1.9 Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, addressed as follows or at such other address as each party may from time to time notify the other party in writing.

To County: 110 S. Sycamore, Rm. 216-A  
 Carthage, Texas 75633  
 Attn: Hon. David L. Anderson, County Judge

To ETMC Carthage: 409 W. Cottage Rd.  
 Carthage, Texas 75633  
 Attn: Gary M. Hudson, Administrator

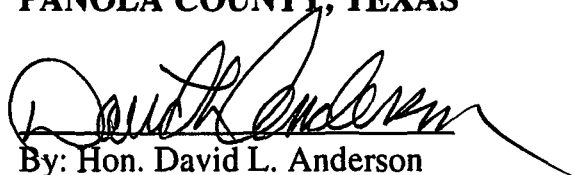
- 1.10 Actual notice is sufficient to fulfill any written notice obligation under this Agreement.
- 1.11 This Agreement shall be interpreted, construed and governed according to the laws of Texas.
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or illegal, such invalidity, unenforceability, or illegality shall not affect any other provisions of this Agreement which shall be construed as if such invalid, unenforceable, or illegal provision had never been contained herein.

1.13 This Agreement may only be amended by the written and signed agreement of the Parties.

The Parties hereby execute this Agreement effective as of the date written above.

**PANOLA COUNTY, TEXAS**



By: Hon. David L. Anderson  
Its: County Judge

**ETMC CARTHAGE**



By: Gary M. Hudson  
Its: Administrator

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

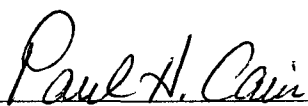
**9:00A.M., TUESDAY, NOVEMBER 12, 2013.**

MARK ENVELOPE

**"POLYETHYLENE CORRUGATED CULVERTS"**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

**INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners Court of Panola County, Texas sealed bids will be received for:

**POLYETHYLENE CORRUGATED CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2014** and continuing for a twelve month period.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

**BIDS MUST BE** submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:


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

Not later than **9:00A.M., TUESDAY, NOVEMBER 12, 2013.**

MARK ENVELOPES:

**“POLYETHYLENE CORRUGATED CULVERTS”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2014 thru December 31, 2014.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales taxes.

**BID AWARD:** Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

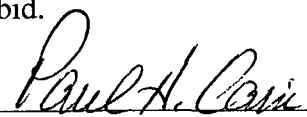
**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**REFERENCES:** Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

  
SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

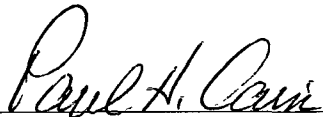
TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

  
SIGNATURE OF BIDDER

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.


PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will no be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

  
SIGNATURE OF BIDDER



**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Kim Goodwin, Road and Bridge Warehouse Coordinator at (903) 693-3763.**



SIGNATURE OF BIDDER

**SPECIFICATIONS  
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

**POLYETHYLENE CORRUGATED CULVERTS**

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2014 through December 31, 2014.**

**SCOPE:** It is the intent of these specifications to describe new, high density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

**ESTIMATED QUANTITY:** The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

**DELIVERY:** Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

**BID FORM AND CONTRACT****POLYETHYLENE CORRUGATED CULVERTS**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2014, polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"	5.25 lf.	7.19
15"	7.55 lf.	11.60
18"	9.40 lf.	18.65
24"	15.90 lf.	34.40
30"	22.80 lf.	57.50
36"	29.35 lf.	111.30
42"	40.30 lf.	149.50
48"	47.55 lf.	180.50
60"	81.25 lf.	294.40
72"	N/A	N/A

DELIVERY FEE/CHARGE N/A

Exceptions To Specifications: \_\_\_\_\_

Paul H. Cain  
SIGNATURE

Cain Hardware and Lumber  
COMPANY NAME

224 S. Shelby St.  
ADDRESS

Carthage Tx 75633  
CITY STATE ZIP

903-693-6641  
TELEPHONE NUMBER

11-11-13  
DATE

ACCEPTED:

David Anderson  
COUNTY JUDGE

11-21-13  
DATE

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

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

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

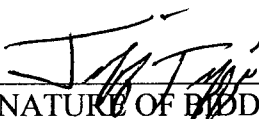
**9:00A.M., TUESDAY, NOVEMBER 12, 2013.**

MARK ENVELOPE

**"POLYETHYLENE CORRUGATED CULVERTS"**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**PANOLA COUNTY  
INVITATION TO BID**

INSTRUCTIONS/TERMS OF CONTRACT

By order of the Commissioners Court of Panola County, Texas sealed bids will be received for:

**POLYETHYLENE CORRUGATED CULVERTS**

TO PROVIDE for an annual contract commencing **January 1, 2014** and continuing for a twelve month period.

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

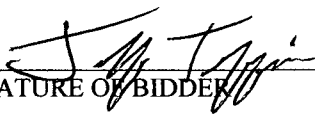
**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **9:00A.M., TUESDAY, NOVEMBER 12, 2013.**

MARK ENVELOPES:

**"POLYETHYLENE CORRUGATED CULVERTS"**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE'S OFFICE  
BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **January 1, 2014 thru December 31, 2014.**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales taxes.

**BID AWARD:** Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

  
SIGNATURE OF BIDDER

EXCEPTIONS / SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of service.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

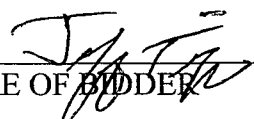
MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

REFERENCES: Panola County may request bidder to supply a list of at least three (3) references where like services/products have been supplied by their firm.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

SIGNATURE OF BIDDER 



SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

  
SIGNATURE OF BIDDER

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

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INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

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SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

  
SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Kim Goodwin, Road and Bridge Warehouse Coordinator at (903) 693-3763.**

  
SIGNATURE OF BIDDER

**SPECIFICATIONS  
POLYETHYLENE CORRUGATED CULVERTS**

PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS ON THE FOLLOWING:

**POLYETHYLENE CORRUGATED CULVERTS**

Bids should be based on the appropriate unit as requested and should include delivery to the Panola County Warehouse in Carthage, Texas. Any exceptions to the specifications should be noted on the bid form. The term of this contract is from **January 1, 2014 through December 31, 2014.**

**SCOPE:** It is the intent of these specifications to describe new, high density polyethylene corrugated culverts with an integrally formed smooth interior delivered in 20' joints. The nominal size for the culvert and fittings is based on the nominal inside diameter of the culvert.

Joints will be made with split couplings, requiring bands, corrugated to engage the culvert corrugations, and will engage a minimum of four (4) corrugations, two (2) on each side of the culvert joint.

**ESTIMATED QUANTITY:** The estimated quantity of culverts to be purchased by Panola County during the term of this contract is **3000** linear feet. However, Panola County is not obligated to purchase this or any other quantity of material.

**DELIVERY:** Delivery is to be to the Panola County Warehouse. No Friday deliveries will be permitted without prior consent.

**BID FORM AND CONTRACT****POLYETHYLENE CORRUGATED CULVERTS**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE ROAD & BRIDGE DEPARTMENT, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids. I/we understand that the bid should include delivery to the Panola County Warehouse in Carthage, Texas.

I (we) hereby agree to provide to Panola County, Texas for **Fiscal Year 2014**, polyethylene corrugated culverts for the following prices:

NOMINAL DIAMETER	CULVERT \$/FT.	COUPLING \$/EA.
12"	5.16	7.90
15"	6.99	13.14
18"	9.30	22.35
24"	14.53 <del>BA</del>	30.56 <del>BA</del>
30"	23.26	70.29
36"	28.50 <del>BA</del>	96.77 <del>BA</del>
42"	39.40 <del>BA</del>	141.63 <del>BA</del>
48"	46.19 <del>BA</del>	166.25 <del>BA</del>
60"	82.47 <del>BA</del>	255.94 <del>BA</del>
72"	N/A	N/A

DELIVERY FEE/CHARGE N/A

Exceptions To Specifications: \_\_\_\_\_

J. B. Tiffin  
SIGNATURE

Morrison Supply  
COMPANY NAME

6000 W. 7th St  
ADDRESS

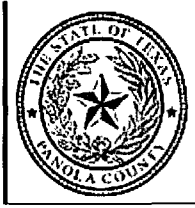
Texarkana Tx 75501  
CITY STATE ZIP

903-738-9924  
TELEPHONE NUMBER

11-11-2012  
DATE

ACCEPTED:  
Dorothy Anderson  
COUNTY JUDGE

10-21-13  
DATE



**PANOLA COUNTY 2013 BUDGET AMENDMENT #17**  
**November 21, 2013**

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT
<b>HEALTH FUND</b>		
<b>REVENUES</b>		
<u>883-360-41300</u>	HOSPITAL LEASE	<u>193,798</u>
		<u>193,798</u>
<b>EXPENDITURES</b>		
<u>883-648-54614</u>	DSH	<u>193,798</u>
		<u>193,798</u>
<b>GRAND TOTAL HEALTH FUND</b>		<u>193,798</u>

PANOLA COUNTY  
2013  
BUDGET AMENDMENT #17

We hereby amend the Panola County Budget for the Fiscal Year 2013 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010. The 2013 Panola County Budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2013 budget as adopted. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2013.

Signed on this 21st day of November, 2013.

David H. Anderson  
County Judge

Alisent  
Commissioner Precinct # 1

Janice L. Hamilton  
Commissioner Precinct # 3

John Madbery  
Commissioner Precinct # 2

John L. Brown  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 21st day of November, 2013 as the same appears on file in the office of the County Clerk of Panola County.

Clara Jones  
County Clerk

