

**BOBBIE DAVIS**  
COUNTY CLERK  
PANOLA COUNTY

October 3, 2016

Honorable LeeAnn Jones  
Panola County Commissioners  
110 South Sycamore  
Carthage, Texas 75633

Dear Judge Jones and Commissioners,

Please record the employment of Paige Woodard as a deputy clerk in the County Clerk's Office, effective October 3, 2016 at the rate of \$14.57 per hour

Thank you for your consideration

Sincerely,

A handwritten signature in cursive script that reads "Bobbie Davis".

Bobbie Davis  
Panola County Clerk

cc Joni Reed, County Treasurer  
Sidney Burns, County Auditor

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:

**9:00 A.M., MONDAY, NOVEMBER 14, 2016**

MARK ENVELOPES

**“ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK”**

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.

Any questions concerning this Invitation to Bid and specifications should be directed to Maintenance Superintendent Fred Hightower at (903) 693-0318.

---

Signature

**INSTRUCTIONS/TERMS OF CONTRACT**

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

**ELECTRICAL REPAIRS, MAINTENANCE AND INSTALLATION WORK**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids to 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 **9:00 a.m., Monday, November 14, 2016**

Mark Envelopes

**"ELECTRICAL REPAIRS, MAINTENANCE  
AND INSTALLATION WORK"**

**BIDS RECEIVED AFTER OPENING DATE AND TIME WILL NOT BE CONSIDERED**

\_\_\_\_\_  
Signature

**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 Fiscal Year 2017

**LATE BIDS** Bids received 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 Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission 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 tax

**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 Panola 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

**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 cost, fee or charge will be paid

**CONFLICT OF INTEREST** No public official shall have interest in this contract, in accordance with V T C A , 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.

**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

---

Signature of Bidder

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 exception(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 ITB and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Panola County. Addenda will be mailed to all who are known to have received a copy of this ITB. 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 any 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.

**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.

---

Signature of Bidder

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 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 the 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 or 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

In the event the successful bidder shall fail to perform, keep or observe any of the terms

---

Signature of Bidder

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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default

**NOTICE** Any notices 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 ADMINISTRATION.** 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 not 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) 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 State of Texas Prompt Payment Act, V T C S Article 601f. 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

**WARRANTY** Successful bidder shall warrant that all items/services shall conform to the

---

Signature of Bidder

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 SPECIFICATIONS 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 VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower at (903) 693-0318

---

Signature of Bidder



**BID FORM AND CONTRACT**  
**ELECTRICAL REPAIRS, MAINTENANCE**  
**AND INSTALLATION WORK**

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, 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 advertisements, 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 Courthouse in Carthage, Texas

**ELECTRICAL SERVICES:**

**LABOR:**

Electrician (Per Hour Charge)	\$ _____
Journeyman (Per Hour Charge)	\$ _____
Helper (Per Hour Charge)	\$ _____

**PARTS:**

Markup (%) above cost \_\_\_\_\_

Exceptions to specifications \_\_\_\_\_

**NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

**ACCEPTED**

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
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**9:00 A.M., MONDAY, NOVEMBER 14, 2016**

MARK ENVELOPES

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
RESTROOMS, AND EXPOSITION CENTER"**

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

Any questions concerning this Invitation to Bid and specifications should be directed to Panola County Courthouse Maintenance Superintendent Fred Hightower, (903) 693-0318

---

Signature

**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

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
RESTROOMS AND EXPOSITION CENTER"**

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 **9:00 a.m., Monday, November 14, 2016**

Mark Envelopes.

**"HOUSEKEEPING SERVICES FOR PANOLA COUNTY  
COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY  
SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER,  
PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE  
RESTROOMS AND EXPOSITION CENTER"**

**BIDS RECEIVED AFTER OPENING DATE  
AND TIME WILL NOT BE CONSIDERED**

\_\_\_\_\_  
Signature

**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 Fiscal Year 2017

**LATE BIDS** Bids received 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 Panola County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submission 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 tax

**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 Panola 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

**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 cost, fee or charge will be paid

**CONFLICT OF INTEREST** No public official shall have interest in this contract, in accordance with V T C A , 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

**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

---

Signature of Bidder

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 exception(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 ITB and Specifications will be made by addenda Sole issuing authority of addenda shall be vested in Panola County Addenda will be mailed to all who are known to have received a copy of this ITB 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 any 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

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

---

Signature of Bidder

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 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 the 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 or 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

In the event the successful bidder shall fail to perform, keep or observe any of the terms

---

Signature of Bidder

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 Panola County shall not be liable to prosecution for damages in the event that the county declared the bidder in default

NOTICE Any notices 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 ADMINISTRATION 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 not 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) 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 State of Texas Prompt Payment Act, V T C S Article 601f 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

WARRANTY Successful bidder shall warrant that all items/services shall conform to the

---

Signature of Bidder



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 SPECIFICATIONS** 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 VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Panola County Maintenance Superintendent Fred Hightower at (903) 693-0318

---

Signature of Bidder

**SPECIFICATIONS  
COURTHOUSE MAINTENANCE  
PANOLA COUNTY COURTHOUSE, ANNEXES, JUDICIAL CENTER,  
PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY  
DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE  
WAREHOUSE RESTROOMS AND EXPOSITION CENTER**

It is the intent of these specifications to describe bidder qualifications, salary and wage requirements, employee requirements, insurance requirements, and a description of minimum requirements for proper cleaning of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Panola County Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center

**BIDDER QUALIFICATIONS**

2. Minimum of five (5) years experience in cleaning multi-story buildings of a minimum of 30,000 square feet per building. Bidder shall attach references to bid

**OR**

2. If bidder has not had minimum experience required, furnish a satisfactory Performance Bond in an amount equal to twelve (12) months compensation on the basis of the bid submitted, such bond to be conditioned as required and collectable by Panola County for failure to perform the terms and conditions of bid on contract. Letter of Commitment for Performance Bond shall be attached to bid

**SALARIES AND WAGES**

3. Panola County and Contractor agree the Contractor is an independent contractor under this agreement and will in no way be considered to be an agent, partner, or employee of Panola County
4. Salaries and wages of employees and any other amounts required to be paid under state and federal law, payroll taxes, unemployment insurance and FICA shall be paid by Contractor

**EMPLOYEES**

5. Contractor must employ and use adequately trained employees, and a qualified supervisor properly trained to insure that all phases of the contract are properly performed in a professional manner

6. Contractor agrees to comply fully with all state and federal laws and regulations including those of the U S. Naturalization and Immigration laws, equal employment opportunity, hours and wages of employees, occupational safety and health, and discrimination

#### **INSURANCE**

- 7 Contractor shall obtain and maintain in effect at all times during the term of the contract the following insurance, and will provide Certificates of Insurance to Contract Administrator prior to commencing contract
- A Workers' Compensation,
  - B Bodily Injury with limits of \$500,000 for each person and \$500,000 for each incident or occurrence

#### **INDEMNITY**

- 8 Contract shall indemnify, hold harmless and defend Panola County, its representatives, employees, and agents from and against all claims, causes of actions or lawsuits, including negligence, the condition or use of personal property, damages, death or injuries to persons or property, including but not limited to attorney's fees and litigation expenses regarding or concerning or arising out of or resulting from or alleged to have been sustained by Contractor or Contractor's employees in connection with Courthouse Maintenance Agreement The express indemnity of Panola County by Contractor includes any alleged negligence acts or omissions of Panola County in any action, claim, or suit brought against Panola County, its representatives, employees, agents, invitees, and licensees by Contractor, its agents, employees, representatives, volunteers, invitees, or any guest of the Contractor

#### **AREAS OF RESPONSIBILITY**

9. Contractor will be responsible for proper maintenance and cleaning of all areas of the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Probation Offices, and all areas of the Panola County Detention Center (except the cell area), Road and Bridge Warehouse Restrooms, and Exposition Center

RESPONSIBILITY INCLUDES MAINTENANCE AND CLEANING OF AREAS OUTSIDE EACH ENTRANCE OF THE COURTHOUSE, ANNEXES, JUDICIAL CENTER, PANOLA COUNTY SHERIFF'S DEPARTMENT, PANOLA COUNTY DETENTION CENTER, PROBATION OFFICES, ROAD AND BRIDGE WAREHOUSE RESTROOMS, AND EXPOSITION CENTER

## MANNER AND FREQUENCY OF CLEANING

NOTE: IT WILL BE NECESSARY TO CLEAN SOME AREAS PRIOR TO CLOSE OF BUSINESS EACH DAY

### 10 WORK TO BE PERFORMED DAILY

- A Public areas (hallways, stairways, elevator, etc.)
  - i Vacuumed, swept, and mopped so that no dirt, trash, paper clips, staples, etc are left on the floors, this includes areas under benches, trash cans, etc
  - ii Walls, baseboards, and handrails spot checked and cleaned
  - iii Hallway benches and chairs spot checked and cleaned
  - iv Drinking fountains thoroughly cleaned
  - v Trash cans emptied and liners replaced
  - vi Carpet in all halls and corridors vacuumed with an industrial type vacuum and spot cleaned
  
- B Entrances
  - i All exterior walkways swept, including steps at main entrance
  - ii All glass entries cleaned with "Windex" type product so that glass is clear of fingerprints, smudges, etc
  - iii All cobwebs, etc swept down
  - iv Doors spot checked and cleaned of dirt, smudges, etc
  
- C Restrooms
  - i Toilet bowls and urinals thoroughly cleaned both on the inside and outside of the bowls and urinals
  - ii Floors swept so that there is no paper, dirt, paper clips, etc left on the floors
  - iii Floors mopped so that they are clean of all dirt, water spots, etc., paying particular attention to areas around toilet bowls, urinals and sinks
  - iv. Walls spot cleaned
  - v Doors to stalls and partitions between stalls thoroughly cleaned
  - vi Sinks thoroughly cleaned
  - vii Window sills dusted
  - viii Hand towels, toilet tissue, soap dispensers, and room deodorant checked and replaced
  - ix Trash cans emptied, liners replaced, and front of trash receptacle cleaned
  - x Mirrors cleaned
  
- D Offices and Courtrooms
  - i Swept or vacuumed so that there is no dirt, paper clips,

- staples, etc. left of floors This includes all accessible areas such as under desks, chairs, waste paper baskets, etc
- ii Offices with vinyl floors mopped unless otherwise directed by department head
- iii Trash cans emptied and liners replaced
- iv Desk and work station tops cleaned and shined with a cleaner appropriate for the surface. This includes the entire tops (under calendars, staplers, tape dispensers, etc ) and all other areas where work has been properly removed from desk
- vi Vinyl furniture spot cleaned

E Contractor shall make sure that all lights are turned off in offices, all office and courtrooms doors are locked, and all exterior Courthouse doors are locked prior to leaving the building at night

#### 11 WORK TO BE PERFORMED WEEKLY

- A Front lobbies of all buildings and all vinyl floors buffed
- B Marble walls spot cleaned.
- C Dust
  - i Baseboards
  - ii Pictures and other wall hangings
  - iii File cabinet tops
  - iv Interior window sills and ledges
  - v Lamps, vases, coffee, and end tables, and other such standard office furniture.
  - vi Counter and table tops
  - vii. Tops of partitions and door frames
- D General housekeeping (see 10 A, B, C, & D above) of College Street Annex
- E Road and Bridge Warehouse Restrooms

#### 12 WORK TO BE PERFORMED QUARTERLY

- A Venetian blinds vacuumed
- B All marble walls thoroughly cleaned and polished
- C All baseboards thoroughly cleaned of fust, dirt, water, and wax spots, etc
- D Corridors and halls with carpet to be shampooed
- E Automatic floor scrubber used on all halls and corridors without carpet.
- F Woodwork in Judicial Building wiped down with lemon oil

#### 13 WORK TO BE PERFORMED SEMI-ANNUALLY

- A. Courthouse main lobby and hallway floor stripped and waxed

- B. Detention Center lobby and hallway floors stripped and waxed
- C Judicial Building lobbies stripped and waxed
- D Interior of windows cleaned with a "Windex" type product
- E Wooden desks, chairs, etc polished
- F Maintenance rooms and closets cleaned

14 **WORK TO BE PERFORMED ANNUALLY**

- A All office vinyl floors stripped and waxed
- B Carpet in offices shampooed
- C Venetian blinds removed, washed and replaced
- D Wash 1<sup>st</sup> and 2<sup>nd</sup> floor outside windows of Panola County Courthouse and Panola County Sheriff's Department

ON ALL WORK REQUIRED TO BE PERFORMED QUARTERLY, SEMI-ANNUALLY AND ANNUALLY, CONTRACTOR WILL PROVIDE THE CONTRACT ADMINISTRATOR A DETAILED WORK SHEET WITHIN FIFTEEN (15) DAYS THAT WILL SHOW WHAT WORK WAS PERFORMED, WHEN IT WAS PERFORMED, AND WHO DID THE WORK. PANOLA COUNTY RESERVES THE RIGHT TO REQUEST SUCH DOCUMENTATION ON ALL WORK PERFORMED UNDER THESE SPECIFICATIONS

**EXPOSITION CENTER**

To be cleaned on a monthly basis either at the beginning or end of each month

**SUPPLIES**

- 15. Contract will supply equipment (including floor scrubber and industrial type vacuum) Panola County will furnish all cleaning supplies (including trash can liners), restroom supplies (including toilet tissue, hand towels, hand soap and room deodorant)

**CONTRACT PERIOD**

- 16 Contract will be for a period beginning January 1, 2017 and ending December 31, 2017
- 17 This Contract is non-assignable and cannot be sublet to any third party

**CANCELLATION**

- 18 Panola County has the right to cancel Contract with successful bidder by giving thirty (30) days written notice of intent to cancel for failure to satisfactorily perform any of the terms, conditions or obligations required. Any misconduct, unsatisfactory service or work or violation of the bid requirements is grounds for termination
- 19 Contract shall have the right to cancel only for non-payment

**COMPENSATION**

- 20 Payment for services will be made in equal monthly installments during the term of the Contract with payment being due on or before the 10<sup>th</sup> of the month following service upon receipt of an invoice from Contractor

## BID FORM AND CONTRACT HOUSEKEEPING

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY PANOLA COUNTY, 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 advertisements, 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 Courthouse in Carthage, Texas

I (we) hereby agree to perform janitorial services at the Panola County Courthouse, Annexes, Judicial Center, Panola County Sheriff's Department, Detention Center, Probation Offices, Road and Bridge Warehouse Restrooms, and Exposition Center as set out in the foregoing Invitation to Bid and Specifications (which shall be attached to and made a part of this contract) for the period of January 1, 2017 to December 31, 2017 for the sum of

**JANITORIAL SERVICES:**

\$ \_\_\_\_\_ Per Month

Exceptions to specifications \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY VENDOR THAT CONDUCTS BUSINESS WITH PANOLA COUNTY, WHETHER IT IS FOR GOODS AND/OR SERVICES, MUST MAINTAIN LAWFUL WORKER'S COMPENSATION COVERAGE REQUIREMENTS AND ADEQUATE LIABILITY LIMITATIONS.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
TELEPHONE NUMBER

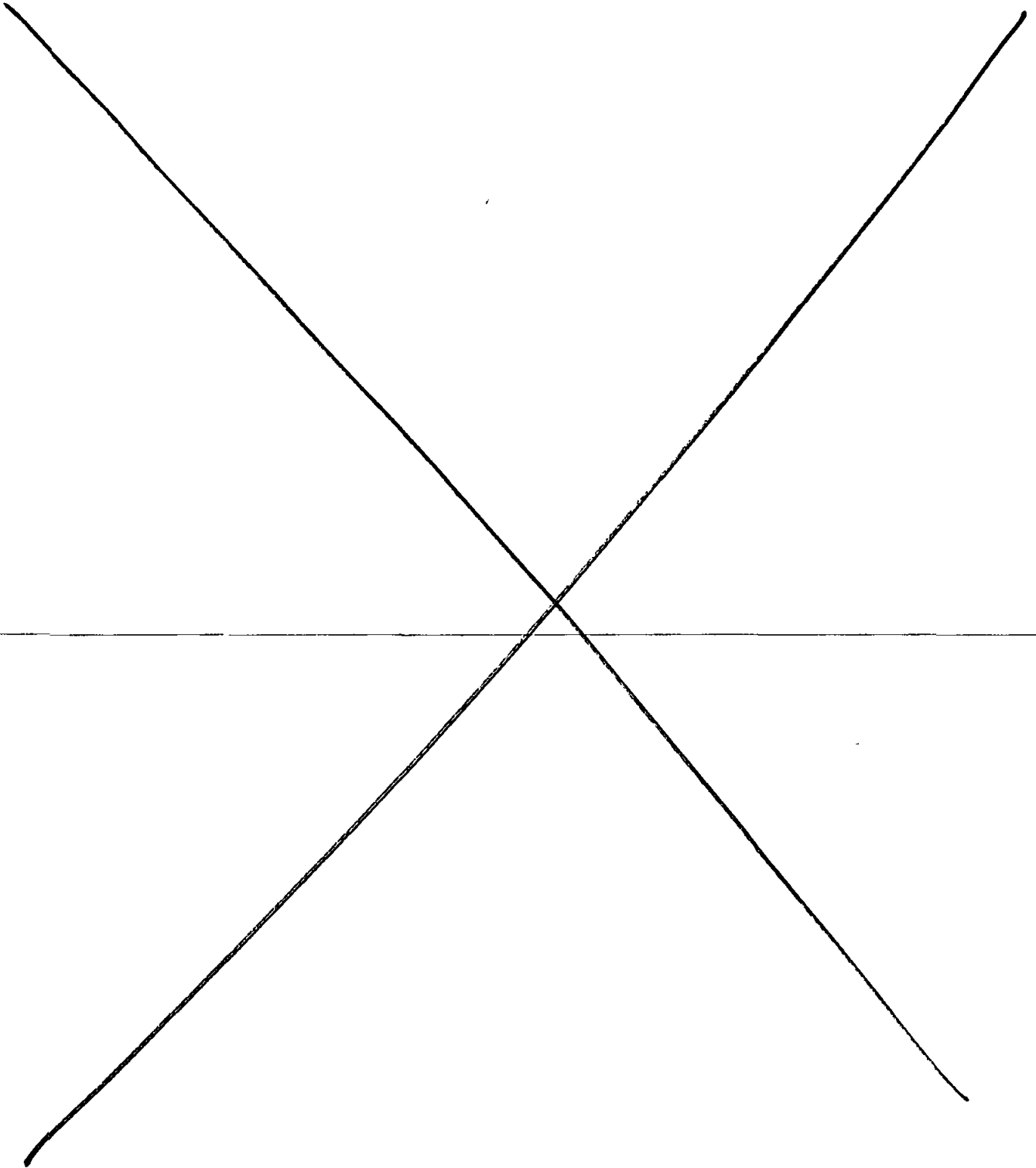
\_\_\_\_\_  
DATE



ACCEPTED

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
DATE





**Liberty Mutual Surety**  
National Bond Ctr  
310 E 96th Street  
Indianapolis, IN 46240  
888-844-2663 Fax 866-547-4883

Richard H. Thomas Inc  
PO BOX 430  
CARTHAGE, TX 75633 0430

**Agent Telephone:** 903-693-3831

**Bond Number:** 32S419755

**Cross Reference:**

ANDY FAVORS  
Attn: PANOLA COUNTY  
PANOLA COUNTY COURTHOUSE  
RM 213 A  
CARTHAGE, TX 75633

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins November 8, 2016

Please review the enclosed documents for accuracy. You must remit the original of the Renew By Certificate and any supporting documents

*required to your obligee*

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent.

Again, thank you for entrusting us with your bonding needs.

Sincerely,  
National Bond Center

For additional information regarding Liberty Mutual insurance products, please visit [www.libertymutual.com](http://www.libertymutual.com)



National Bond Ctr  
350 E 96th Street  
Indianapolis, IN 46240  
888-844-2663 Fax 866-547-4883

CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number 32S419755 (the "Bond"), cross reference bond number \_\_\_\_\_, for Constable

dated the 8th day of November, 2013, in the penal sum of \$ 2,000 00 issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of ANDY FAVORS as principal (the "Principal"), in favor of PANOLA COUNTY, as obligee (the "Obligee")

The Surety hereby certifies that this Bond is continued in full force and effect until the 8th day of November, 2017, subject to all covenants and conditions of said Bond

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond

IN WITNESS WHEREOF, the Surety has set its hand and seal this 10th day of August, 2016

The Ohio Casualty Insurance Company

(Surety)

By

*Timothy A. Mikolajewski*

Timothy A. Mikolajewski  
Assistant Secretary - Liberty Mutual Surety



Richard H. Thomas Inc  
PO BOX 430  
CARTHAGE, TX 75633 0430  
903-693-3831



**Liberty Mutual Surety**

National Bond Ctr  
310 E. 96th Street  
Indianapolis, IN 46240  
888-844-2663 Fax 866-547-4883

Richard H. Thomas Inc  
PO BOX 430  
CARTHAGE, TX 75633 0430

**Agent Telephone:** 903-693-3831

**Bond Number:** 32S386441

**Cross Reference:**

Chris Adams  
Attn: panola county courthouse  
county auditors office  
carthage, TX 75633

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond

The effective date of your renewing bond begins November 16, 2016

Please review the enclosed documents for accuracy. You must remit the original of the

Renew By Certificate and any supporting documents

required to your obligee

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent

Again, thank you for entrusting us with your bonding needs

Sincerely,  
National Bond Center

For additional information regarding Liberty Mutual insurance products, please visit [www.libertymutual.com](http://www.libertymutual.com)



National Bond Ctr  
350 E 96th Street  
Indianapolis, IN 46240  
888-844-2663 Fax: 866-547-4883

CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number 32S386441 (the "Bond"), cross reference bond number \_\_\_\_\_, for Sheriff or Sheriff Subordinate  
dated the 16th day of November, 2012, in the penal sum of \$ 5,000 00 issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of Chris Adams as principal (the "Principal"), in favor of sheriff of panola county, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 16th day of November, 2017, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond

IN WITNESS WHEREOF, the Surety has set its hand and seal this 18th day of August, 2016

The Ohio Casualty Insurance Company  
(Surety)

By. Timothy A Mikolajewski

Timothy A Mikolajewski  
Assistant Secretary - Liberty Mutual Surety



Richard H Thomas Inc  
PO BOX 430  
CARTHAGE, TX 75633 0430  
903-693-3831

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE  
AND  
THE COUNTY OF PANOLA  
CONTRACT NO. 7216360  
FOR  
THE COMMUNITY DEVELOPMENT FUND**

**SECTION 1. PARTIES TO CONTRACT**

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Panola (herein referred to as "Contractor"). The parties to this contract agree to the mutual obligations and performance of the tasks described herein

**SECTION 2. CONTRACT PERIOD**

This contract and agreement shall commence on September 15, 2016, and shall terminate on September 14, 2018, unless otherwise specifically provided by the terms of this contract

**SECTION 3. PURPOSE**

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq), herein referred to as the "HCD Act." Contractor has submitted, and the Department has approved, Contractor's application for a TxCDBG award to undertake eligible community and/or economic development activities in a non-entitlement area (herein referred to as the "Application"). This contract sets forth the obligations of the parties along with the terms and conditions under which the Department will provide funds to Contractor

**SECTION 4. CONTRACTOR PERFORMANCE**

A. Contractor shall conduct the activities approved under this award in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); Budget (Exhibit B); Project Implementation Schedule (Exhibit C); Special Conditions (Exhibit D), Applicable Laws and Regulations (Exhibit E); Certifications (Exhibit F), and with all other terms, provisions, and requirements set forth in this contract. The Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this contract

B. Contractor shall ensure that the national program objective identified in the Performance Statement has been met and that the persons expected to benefit from the activities performed under this contract are receiving such benefit before submitting the Project Completion Report to the Department. If Contractor fails to meet a national program objective, Contractor must repay to the Department any associated disallowed costs as specified by the Department

C. Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule

**SECTION 5. DEPARTMENT OBLIGATIONS**

A Payment for Allowable Costs. In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period subject to the limitations set forth in this Section

1. The parties agree that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify Contractor in writing within a reasonable time after such fact is determined. In such event, the Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.
2. The Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 7 of this contract. Expenses paid by or financed from other funding sources are not allowable costs under this contract.
3. The Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not in accordance with the terms of this contract
4. The Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by Contractor prior to this contract's execution date, if prior to the award Contractor requested and received written approval from the Department, and Contractor complied with all requirements for the release of such funds
5. The Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been submitted to the Department by Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph

B Excess Payments. Contractor shall refund to the Department any sum of money which has been paid to Contractor by the Department which the Department determines has resulted in overpayment to Contractor, or which the Department determines has not been spent by Contractor in accordance with the terms of this contract. Such refund shall be made by Contractor to the Department within 30 calendar days after such refund is requested by the Department

C. Limit of Liability. Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

**SECTION 6. GENERAL CONDITIONS**

A General Compliance. Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I and K. Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies as now in effect and as may be amended from time to time, including those specified in the Applicable Laws and Regulations attached to this contract. Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B Independent Contractor. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties to this contract. Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract

C Indemnification Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract

D Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.

2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner

3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual

4. Project Sign Wording "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program "

E Changes and Amendments

1 Except as specifically provided otherwise in this contract or the TxCDBG Project Implementation Manual, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract. Such amendments shall not invalidate this contract, nor release the Department or Contractor from its obligations under this contract, except as specifically set out therein

2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period

3 A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when major milestones will be completed for each activity A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4 It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act, the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Contractor; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto Further, the Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of such amendments or policy directives



5 Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State laws or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation

F Remedies for Noncompliance. The Department may take one or more corrective or remedial actions as specified in this contract and 2 CFR 200.338, "Remedies for Noncompliance "

1. Suspension or Termination

a The Department may suspend or terminate this contract, in whole or in part, if Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time,

(2) Failure, for any reason, of Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule,

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract,

(5) Submission of reports to the Department that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award

c The contract may also be terminated for convenience, in whole or in part, only as follows

(1) by the Department with the consent of Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(2) by Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by Contractor. The Department may withhold payments

to Contractor until such time as the exact amount of damages due to the Department from Contractor is agreed upon or is otherwise determined

2 If Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances

- a. Terminate payments to Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by Contractor,
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance,
- d. Wholly or partly suspend or terminate the current award,
- e. Withhold further awards for the program, or
- f. Take other remedies that may be legally available

3 Reduction of Payments In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the Administrative Penalty Matrixes set out in the TxCDBG Project Implementation Manual

4. Withholding of Payments. In addition to any other remedy specified in this contract, if Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor. If the Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor

5 Ineligibility Period

a Delinquent audit If Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period

b Delinquent debt If the Department requests or requires Contractor to repay funds to the Department as a result of Contractor's noncompliance with contractual or TxCDBG program requirements and Contractor fails to repay the funds by such date as specified by the Department, Contractor shall be ineligible to receive any future TxCDBG grant funding until Contractor has repaid the entire obligation to the Department

6. Opportunity to cure. The Department shall give Contractor an opportunity to cure a breach of contract as follows.

- a. Department shall provide written notice to Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate this contract or take other remedial action that may be legally available

## SECTION 7. ADMINISTRATIVE REQUIREMENTS

### A Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform requirements in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as described in 24 CFR 570.502, and, to the extent applicable, the standards promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex Gov't Code Chapter 783, referred to as "UGCMS") Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred

2. Cost Principles The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, "Cost Principles," UGCMS, and this contract

### B Documentation and Record Keeping

1. Records to be Maintained Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to.

- a. Records providing a full description of each activity undertaken,
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program,
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance,
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract),
- f. Financial records, including but not limited to source documentation; invoices, records pertaining to obligations, expenditures, and drawdowns,
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

#### 2. Audits & Inspections/Access to Records

a. Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an authorized office or agency of the State of Texas, and the Department, or any of their representatives or successors, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex Gov't Code, Chapter 552). Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this contract and will result in Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract

c Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract

3 Records Retention. Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490, 2 CFR 200.333, and this contract for the greater of (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); (ii) the period required by other applicable laws and regulations described in 24 CFR 570.487 and 570.488; or (iii) other record retention obligations specific to Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction and all other pending matters are closed. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. Contractor shall include the substance of this clause in all subcontracts it awards.

4 Close-outs. Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that Contractor has control over TxCDBG funds, including program income.

## C Reporting and Payment Procedures

1 Program Income. In the same manner as required for all other funds under this contract, Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by Contractor shall comply with the requirements set forth at 24 CFR 570.489(e). Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. Contractor shall provide reports of program income to the Department with each payment request form submitted by Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

### 2. Payment Procedures

a The Department shall pay Contractor based upon information submitted by Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for allowable costs actually incurred by Contractor, not to exceed actual, properly documented, cash expenditures. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b The Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, at least annually or as

directed by the Department Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request

d Notwithstanding the provisions of clauses C.2 a to C 2 c of this Section, it is expressly understood and agreed by the parties to this contract that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract

3. Progress Reports. Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202 of Public Law 110-252), as well as the reporting and submission requirements of HUD as prescribed by the Department.

D Procurement Unless specified otherwise within this contract, Contractor shall procure all materials, property, and services in accordance with (1) current Department policy concerning procurements, (2) the procurement standards in 2 CFR Part 200 Subpart D, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders In addition, Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein

E Use and Reversion of Assets. The use and disposition of real property and equipment acquired or improved in whole or in part using TxCDBG funds shall be in compliance with the requirements of 2 CFR 200.311 and 200 313, and 24 CFR 570 489(j)

## SECTION 8. PERFORMANCE MONITORING

A The Department shall monitor the performance of Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule The Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract After each monitoring visit, the Department shall provide Contractor with a written report of the monitor's findings If the monitoring reports note deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other grant awards

B As stipulated in Section 4.B. of this contract, if the contract ends without any project beneficiaries resulting from the use of contract funds, Contractor shall reimburse to the Department all contract funds disbursed to Contractor, including but not limited to funds disbursed for administration and engineering services Contractor shall be required to repay the funds within the timeframe specified by the Department

## SECTION 9. SUBCONTRACTS

A Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval Contractor shall only subcontract for work to which the federal labor standards requirements apply after Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the subcontractor(s).

**B Selection Process**

- 1 Contractor shall insure that all subcontracts are awarded as a result of fair and open competition in accordance with applicable procurement requirements
- 2 Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, must be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
- 3 Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual

D Monitoring Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving Contractor of the responsibility for ensuring that all subcontracts comply with all terms of this contract, as if performed by Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance. The Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E Content Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

F. Bonding Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G Contractor shall retain five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

**SECTION 10. LEGAL AUTHORITY**

A Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and perform the services it has obligated itself to perform.

B The person or persons signing and executing this contract on behalf of Contractor hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract and have authority to validly and legally bind the Contractor to all terms, performances, and provisions set forth herein.

C The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor, the person signing this contract, or the party rendering services under the contract. Contractor is liable to the Department for any money it has received from the Department pursuant to this contract, if the Department has suspended or terminated this contract for reasons stated in this Section.

**SECTION 11. LITIGATION AND CLAIMS**

Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against Contractor arising out of the performance of any subcontract, and (2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, Contractor shall furnish immediately to the Department copies of all pertinent papers received by Contractor with respect to such action or claim. Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

**SECTION 12. AUDIT**

A Audits shall be conducted in accordance with applicable federal, state and local laws, policies and regulations, including 2 CFR Part 200 Subpart F, "Audit Requirements," and the audit requirements set forth in the TxCDBG Project Implementation Manual.

B. Audit Certification. Within 60 days after the end of each fiscal year in which Contractor has an open contract with the Department, Contractor shall submit an Audit Certification Form (ACF) in accordance with the requirements of the current TxCDBG Project Implementation Manual. Failure by Contractor to submit a complete ACF by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

C. Single Audit Report. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

1. Contractor shall submit required audit documentation (single audit package), as specified in the TxCDBG Project Implementation Manual, to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the audit period (i.e., after Contractor's fiscal year end)
2. Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit.
3. Failure by Contractor to submit a completed single audit package as described in the audit requirements by the required due date will adversely affect funding for all existing contracts, eligibility to apply for assistance under the TxCDBG Program, and the issuance of new contracts for funding awards.

D Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by Contractor under this contract until the Department has received a copy of any audit report required by this Section.

**SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS**

A. Contractor understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, Contractor must comply with the requirements specified in 24 CFR 58.6.

Contractor shall be responsible for complying with all applicable requirements; for issuing public notifications, for submitting a request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

**B. Limitations on Activities Pending Clearance**

1. Neither Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

**SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS**

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by Contractor under this Section, Contractor shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

**SECTION 15. DEBARMENT**

By signing this contract, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded.



from or ineligible for participation in federal assistance programs. Additionally, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files

## SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

### A Civil Rights and Anti-discrimination

- 1 Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds
2. Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), as amended, the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively), as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*), and Executive Order 11063 (Equal Opportunity in Housing), as amended by Executive Order 12259
3. Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607 in employment and contracting opportunities
- 4 Contractor shall include the terms and conditions of this civil rights clause in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor

### B Employment Restrictions

- 1 Prohibited Activity. Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office, lobbying; inherently religious activities; political patronage, and nepotism activities
2. Labor Standards
  - a Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract
  - b Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*, 40 U.S.C. 3145) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.
  - c Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, alteration or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor of its obligation, if any, to require payment of the higher wage

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph

3 "Section 3" Clause

a The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U S C. 1701u (section 3) Section 3 requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing

b. The parties to this contract will comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations

c Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin

d. Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any entity where Contractor has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

e. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135

f Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

C Conflict of Interest. Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, 2 CFR 200 318-200 319, and 24 CFR 570 489, which include but are not limited to the following:

1. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds

2 No employee, officer or agent of Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved

3 No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter For purposes of this

paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. Contractor shall include in all subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

**D Lobbying**

1. No funds provided under this contract shall be used to pay any person to communicate with (a) a member of the legislative or executive branch of state government, as defined in Chapter 305 of the Texas Government Code, which includes a member-elect, officer-elect, officer or employee of the legislature or a legislative committee, and officer or employee of any state agency, department or office in the executive branch, (b) a Member of Congress; or (c) an officer or employee of Congress or a federal agency, to influence legislation or administrative action.

2. The following activities are excepted from the coverage of paragraph 1: technical and factual presentations on topics directly related to the performance of this contract in response to a documented request made by the Department

**SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT**

Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud or any incident of misapplication of TxCDBG funds associated with this contract, Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

**SECTION 18. EFFECTIVE DATE**

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

**SECTION 19. WAIVER**

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**SECTION 20. ORAL AND WRITTEN AGREEMENTS**

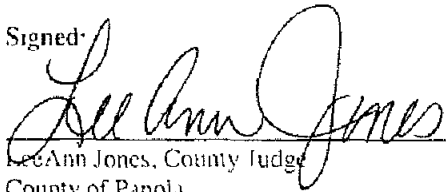
A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments specified in Section 4.A. above are hereby made a part of this contract and constitute promised performances by Contractor in accordance with Section 4 of this contract.

SECTION 21 VENUE

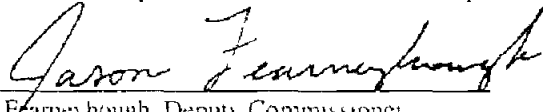
For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas

Signed:

  
\_\_\_\_\_  
Lee Ann Jones, County Judge  
County of Panola

9-2-16  
Date

Approved and accepted on behalf of the Texas Department of Agriculture

  
\_\_\_\_\_  
Jason Fearneyhough Deputy Commissioner  
Texas Department of Agriculture

SEP 19 2016  
Date

**EXHIBIT A**  
**PERFORMANCE STATEMENT**  
**COUNTY OF PANOLA**

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income (LMI) persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget

**CURRENT NEED**

Households in the service area of the Fair Play Water Supply Corporation (WSC), located in Panola County, do not have public water service.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting LMI persons with at least 51% of the beneficiaries qualifying as LMI.

**ACTIVITIES**

Water Improvements Contractor shall provide first-time water access to fourteen (14) households in the service area of the Fair Play WSC. Contractor shall install twenty-two thousand six hundred linear feet (22,600 lf) of two-inch (2") to six-inch (6") water line, boring, valves, and all associated appurtenances. Residents will be served by the Fair Play WSC. Construction shall take place in the following locations:

STREET	FROM	TO
CR 235	Highway 79	Pump station to the north
Highway 79	CR 235	CR 189
CR 189	Highway 79	CR 188
CR 188	Highway 79	Point west of CR 189

These activities shall benefit thirty-nine (39) persons, of which thirty-five (35) or ninety percent (90%) are of low- to moderate-income.

Rehabilitation: Single-Unit Water Service Contractor shall provide first-time water service to twelve (12) households in the service area of the Fair Play WSC. Contractor shall install twelve (12) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service on private property to a household that does not qualify as LMI. Residents will be served by the Fair Play WSC. Construction shall take place on CR 235 and CR 188.

These activities shall benefit thirty-five (35) persons, of which thirty-five (35) or one hundred percent (100%) are of low- to moderate-income

**Engineering**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

**General Administration**

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

## EXHIBIT B

## BUDGET

## COUNTY OF PANOLA

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$237,000	\$54,250	\$291,250
Water Improvements-Construction	\$205,000	\$51,250 <sup>1</sup>	\$256,250
Water Improvements-Engineering	\$32,000	\$3,000 <sup>1</sup>	\$35,000
14A Rehab Single-Unit Water Service - Total	\$11,000	\$0	\$11,000
Rehab: Single-Unit Water Service-Construction	\$10,000	\$0	\$10,000
Rehab: Single-Unit Water Service-Engineering	\$1,000	\$0	\$1,000
21A General Program Administration - Total	\$27,000	\$3,000 <sup>1</sup>	\$30,000
<b>TOTALS</b>	<b>\$275,000</b>	<b>\$57,250</b>	<b>\$332,250</b>

Source of Other Funds:

1 - Fair Play Water Supply Corporation, General Fund

**EXHIBIT C**  
**PROJECT IMPLEMENTATION SCHEDULE**  
**COUNTY OF PANOLA**

CONTRACT START DATE  
 September 15, 2016

CONTRACT END DATE  
 September 14, 2018

**If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.**

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	11/15/2016
4-Month Conference Call / Meeting Completed <sup>(1)</sup>	Month 4	1/15/2017
Plans and Specifications Completed	Month 6	3/15/2017
Plans and Specifications Submitted for Approval (as required <sup>1)</sup> )	Month 6	3/15/2017
Environmental Review Completed	Month 6	3/15/2017
Clearance of Pre-Construction Special Conditions	Month 8	5/15/2017
Wage Rate 10-Day Confirmation	Month 8	5/15/2017
Construction Contract Awarded & Executed	Month 9	6/15/2017
Construction - 50% TxCDBG project complete	Month 14	11/15/2017
Construction - 75% TxCDBG project complete	Month 17	2/15/2018
Construction - 90% TxCDBG project complete	Month 19	4/15/2018
Construction & Final Inspections Completed	Month 20	5/15/2018
End Date of Contract	Month 24	9/14/2018
Close-out documents submitted to Department (60 days after End Date)	Month 26	11/13/2018

<sup>(1)</sup> See TxCDBG Project Implementation Manual



**EXHIBIT D**  
**COMMUNITY DEVELOPMENT FUND**  
**SPECIAL CONDITIONS**  
**COUNTY OF PANOLA**

**A. Special Conditions for Release of Construction Funds**

Funds for construction activities under this contract will not be released to Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

- 1 Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law as specified in 24 CFR 58.5
- 2 Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit
- 4 Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

**B. Other Special Conditions**

**1 Project Mapping/Design Information and Copyright**

a. Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by Contractor under this contract are involved.

**EXHIBIT E****APPLICABLE LAWS AND REGULATIONS**

Contractor shall comply with the HCD Act; laws and regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

**I. LEAD-BASED PAINT**

Any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint laws cited in 24 CFR 570.608, and implementing regulations at 24 CFR Part 35.

**II. ENVIRONMENTAL LAW AND AUTHORITIES**

- A. Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508
- B. Historic Properties
  - National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101 *et seq.*)
  - Executive Order 11593, Protection and Enhancement of the Cultural Environment
  - Federal historic preservation regulations at 36 CFR part 800
  - Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (54 U.S.C 312501-312508), as amended
- C. Floodplain management and wetland protection - Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetlands; and HUD regulations at 24 CFR part 55
- D. Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended
- E. Water systems
  - Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended
  - Sole Source Aquifers (Environmental Protection Agency - 40 CFR part 149)
- F. Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended
- G. Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended
- H. Air quality
  - Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended
  - Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency - 40 CFR parts 6, 51, and 93)
- I. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*), and implementing regulations at 7 CFR part 658
- J. HUD environmental criteria and standards at 24 CFR part 51
- K. Executive Order 12898, Environmental Justice in Minority Populations and Low-Income Populations

**III. ACQUISITION/RELOCATION**

Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 *et seq.*, and HUD regulations at 24 CFR Part 42 and 24 CFR 570.606

**IV. FAITH-BASED ACTIVITIES**

Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, and HUD regulations at 24 CFR 570.200(j)

**V. OTHER UNIFORM ADMINISTRATIVE REQUIREMENTS**

- A. English Language - 2 CFR 200.111
- B. Mandatory Disclosures - 2 CFR 200.113

**EXHIBIT F**  
**CERTIFICATIONS**

NOTE: Certain of these certifications and assurances may not be applicable to Contractor's project or program

As the duly authorized representative of the County of Panola, I certify that:

**Affirmatively Further Fair Housing** -- It will comply with the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended, and HUD's implementing regulations at 24 CFR Part 100; and it will affirmatively further fair housing, as specified by the Department.

**Anti-discrimination Laws** -- It will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and HUD's implementing regulations at 24 CFR Part 1, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and HUD's implementing regulations at 24 CFR Part 8; and the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), as amended, and HUD's implementing regulations at 24 CFR Part 146.

**Anti-displacement and Relocation Plan** -- It will minimize displacement of persons as a result of activities assisted with TxCDBG funds; it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24 and 24 CFR 42 Subpart A; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with TxCDBG funding.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief.

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraphs 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 and the Department

**Environmental Review** -- It will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*) and related Federal authorities prior to the commitment or expenditure of funds for property acquisition and physical development activities subject to implementing regulations at 24 CFR Parts 50 or 58.

**Excessive Force** -- It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a

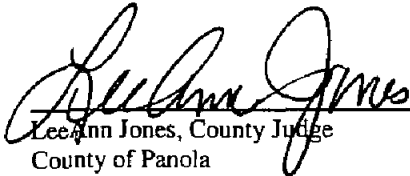
policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135

**Use of Funds (Special Assessments)** -- It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient CDBG funds to comply with the requirements of subclause (A).

**Compliance with Laws** -- It will comply with applicable laws

  
\_\_\_\_\_  
LeeAnn Jones, County Judge  
County of Panola

9-2-16  
\_\_\_\_\_  
Date

These certifications are material representations of fact upon which the Department can rely when entering into and executing this contract. If it is later determined that County of Panola knowingly made an erroneous certification, it may be subject to criminal prosecution. The Department may also terminate the award and take other available remedies.



FISCAL YEAR 2017  
 VEHICLE INVENTORY TAX INTEREST FUND

Fund: 190 - V.I.T. INTEREST  
 REVENUES

	<b>CASH BALANCE</b>	768
<u>190-360-41001</u>	INTEREST EARNINGS	140
		<u>908</u>

**EXPENDITURES**

<u>190-499-51040</u>	DEPUTIES	624
<u>190-499-52010</u>	SOCIAL SECURITY TAXES	48
<u>190-499-52030</u>	RETIREMENT & DEATH BENEFITS	150
<u>190-499-52040</u>	WORKERS COMPENSATION	10
<u>190-499-52060</u>	UNEMPLOYMENT INSURANCE	4
<u>190-499-52070</u>	OTHER POST EMPLOYMENT BENEFITS	72

Fund 190 Total: 908

*Debbie Crawford*

APPROVED BY DEBBIE CRAWFORD, PANOLA COUNTY TAX ASSESSOR/COLLECTOR

10-5-16  
 DATE

In accordance with section 111 095 of the local government code I hereby approve and submit this budget to the county budget officer.



**PANOLA COUNTY 2016 BUDGET AMENDMENT #12**  
**October 10, 2016**

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
<b>GENERAL FUND</b>			
<b>REVENUES</b>			
<u>100-330-41170</u>	INDIGENT DEFENSE SERVICES GRANT	10,262	
<u>100-360-41020</u>	MISCELLANEOUS REVENUE	6,000	
			<u>16,262</u>
<b>EXPENDITURES</b>			
<b>AIRPORT</b>			
<u>100-407-53560</u>	REPAIR AND MAINTENANCE SUPPLIES	500	
<u>100-407-54480</u>	CONTRACTOR SERVICES	(500)	
			0
<b>DISTRICT CLERK</b>			
<u>100-450-53100</u>	OFFICE SUPPLIES	(700)	
<u>100-450-54270</u>	CONFERENCES AND DUES	1,000	
<u>100-450-55270</u>	FURNITURE & EQUIPMENT	(300)	
			0
<b>SHERIFF</b>			
<u>100-560-54200</u>	COMMUNICATION TELEPHONE	7,000	
<u>100-560-54540</u>	PARTS REPAIRS GAS AND TRANS E	(7,000)	
<u>100-560-55270</u>	FURNITURE & EQUIPMENT	6,000	
			6,000
<b>HEALTH &amp; PAUPERS CARE</b>			
<u>100-646-54890</u>	ATTORNEY FEES	10,262	
			<u>10,262</u>
<b>GRAND TOTAL GENERAL FUND</b>			<u><u>16,262</u></u>
<b>FM &amp; LATERAL ROAD FUND</b>			
<b>EXPENDITURES</b>			
<u>300-629-54080</u>	CONTINGENCY	(15,000)	
<u>300-629-54480</u>	CONTRACTOR SERVICES	15,000	
			<u>0</u>
<b>GRAND TOTAL FM &amp; LATERAL ROAD FUND</b>			<u><u>0</u></u>

PANOLA COUNTY  
2016  
BUDGET AMENDMENT #12

We hereby amend the Panola County Budget for the Fiscal Year 2016 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Sections 111.010 (d), 111.0106, 111.0107, 111.0108. A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2016

Signed on this 10th day of October, 2016

[Signature]  
County Judge

[Signature]  
Commissioner Precinct # 1

[Signature]  
Commissioner Precinct # 3

[Signature]  
Commissioner Precinct # 2

[Signature]  
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 10th day of October, 2016 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]  
County Clerk





FILED FOR RECORD  
IN MY OFFICE  
AT 10<sup>25</sup> O'CLOCK a M

# NOTICE OF MEETING

OCT 06 2016

## PANOLA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

313 W Panola St  
Carthage, Texas 75633

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY Robert DEPUTY  
(903)693-0351

TO WHOM IT MAY CONCERN

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A MEETING OF THE PANOLA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) AND THE BOARD OF JUDGES WILL BE HELD ON THE 25TH DAY OF OCTOBER, 2016, AT 1:30 PM. THE MEETING WILL BE HELD AT THE PANOLA COUNTY COURTHOUSE, 110 S SYCAMORE ST , IN THE COMMISSIONERS COURTROOM, DISTRICT JUDGE CHARLES DICKERSON PRESIDING

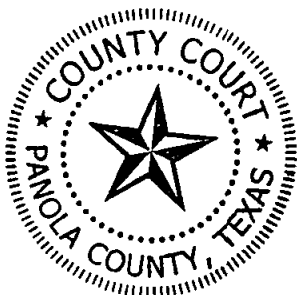
### AGENDA

In compliance with TDCJ-CJAD funding guidelines, the following will be presented by the 123<sup>RD</sup> Judicial District CSCD Director, Bradley Wilburn, for approval

- (1) Approve the Minutes of the open meeting held by the 123<sup>RD</sup> Judicial District CSCD and Board of Judges on August 11, 2016
- (2) Approve the 123<sup>RD</sup> Judicial District CSCD Proposed Partition and Equalization of Assets for Panola and Shelby County CSCDs
- (3) Approve the appointment of Director or Interim Director for Panola County CSCD and salary effective December 1, 2016
- (4) Approve the change of Drug Court Project Director and Grant Writer to the new Panola County CSCD Director, update Court Coordinator to Erica McCollister and authorize revisions of staff on the grant documents to reflect this change effective December 1, 2016
- (5) Approve the Panola County CSCD Proposed FY-2017 Program #1 Basic Budget adjustment #2
- (6) Approve the Panola County CSCD Proposed FY-2017 Program #24 Community Corrections Supervision Services Budget adjustment #1
- (7) To approve budget approval policy for the Panola County CSCD as required by Criminal Justice Assistance Division Financial Management Manual

.....  
WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 6<sup>th</sup> DAY OF October 2016, AT 10:25  
(A M / P M)

Bobbie Davis by Robert  
BOBBIE DAVIS, COUNTY CLERK  
PANOLA COUNTY, TEXAS



PANOLA COUNTY CSCD  
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

313 W Panola St  
Carthage, Texas 75633

(903)693-0351

Date October 6, 2016

Attn Commissioners' Court

From 123<sup>RD</sup> Judicial District, Community Supervision and Corrections Department (CSCD),  
Director, Bradley Wilburn

Ref October 25, 2016 Open Meeting

In compliance with Section 140.004 of the Local Government Code, on this the 6<sup>th</sup> day of October 2016, I hereby file the following

- (1) Approve the Minutes of the open meeting held by the 123<sup>RD</sup> Judicial District CSCD and Board of Judges on August 11, 2016
- (2) Approve the 123<sup>RD</sup> Judicial District CSCD Proposed Partition and Equalization of Assets for Panola and Shelby County CSCDs
- (3) Approve the appointment of Director or Interim Director for Panola County CSCD and salary effective December 1, 2016
- (4) Approve the change of Drug Court Project Director and Grant Writer to the new Panola County CSCD Director, update Court Coordinator to Erica McCollister and authorize revisions of staff on the grant documents to reflect this change effective December 1, 2016
- (5) Approve the Panola County CSCD Proposed FY-2017 Program #1 Basic Budget adjustment #2
- (6) Approve the Panola County CSCD Proposed FY-2017 Program #24 Community Corrections Supervision Services Budget adjustment #1
- (7) To approve budget approval policy for the Panola County CSCD as required by Criminal Justice Assistance Division Financial Management Manual

Please be advised that an open meeting is scheduled for October 25, 2016 at 1:30 PM. The meeting will be held at the Panola County Courthouse, 110 S Sycamore St, Commissioners Courtroom, District Judge Charles Dickerson presiding. At this meeting, the above listed items will be considered for approval.

Respectfully submitted,

  
Bradley Wilburn, Director

cc Honorable Judge Terry Bailey, Panola County Court at Law  
Honorable Judge Charles Dickerson, 123<sup>RD</sup> Judicial District  
Sidney Burns, Panola County Auditor & CSCD Fiscal Officer

FILED FOR RECORD  
IN MY OFFICE  
AT 10<sup>26</sup> O'CLOCK AM

OCT 06 2016

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY  DEPUTY

## MINUTES

OPEN MEETING OF THE 123<sup>RD</sup> JUDICIAL DISTRICT COMMUNITY SUPERVISION AND  
CORRECTIONS DEPARTMENT (CSCD) AND BOARD OF JUDGES

A meeting of the 123<sup>RD</sup> Judicial District Community Supervision and Corrections Department and the Board of Judges was called to order by the 123<sup>RD</sup> Judicial District Judge Charles Dickerson, at 2 00 P M on the 11<sup>th</sup> day of August, 2016, at 200 San Augustine St , Center, Texas, in District Judge Charles Mitchell's Courtroom, District Judge Charles Dickerson presiding

Board of Judges In attendance

Judge Terry Bailey, Panola County Court at Law  
Judge Charles Dickerson, 123<sup>RD</sup> Judicial District  
Judge Charles Mitchell, 273<sup>RD</sup> Judicial District

FILED FOR RECORD  
IN MY OFFICE  
AT 10<sup>25</sup> O'CLOCK a M

OCT 06 2016

Also in attendance

Sidney Burns, Panola County Auditor / CSCD Fiscal Officer  
Bradley Wilburn, 123<sup>RD</sup> Judicial District CSCD, Director

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY [Signature] DEPUTY

Agenda Item 1

Motion by Judge Bailey, seconded by Judge Mitchell to approve the minutes of the open meeting held by the 123<sup>RD</sup> Judicial District CSCD and Board of Judges on May 11, 2016 Motion carried with 3 ayes

Agenda Item 2

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY2016 Basic Budget Adjustment #3 Motion carried with 3 ayes

Agenda Item 3

Motion by Judge Mitchell, seconded by Judge Dickerson to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY-2017 Basic Budget Adjustment #1 Motion carried with 3 ayes

Agenda Item 4

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY-2017 Program #8 Sex Offender Services Budget Adjustment #1 Motion carried with 3 ayes

Agenda Item 5

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY-2017 Program #20 Indirect Services Budget adjustment #1 Motion carried with 3 ayes

Agenda Item 6

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY-2017 Program #1 Community Supervision Restitution adjustment #1, Motion carried with 3 ayes

Agenda Item 7

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed FY-2017 Program #24 Community Corrections Supervision Services Initial Budget, Motion carried with 3 ayes

Agenda Item 8

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed Amendment to the 2017 Community Service Restitution Program #1, Motion carried with 3 ayes

Agenda Item 9

Motion by Judge Bailey, seconded by Judge Mitchell to approve the 123<sup>RD</sup> Judicial District CSCD Proposed Amendment to the 2017 Sex Offender Services Program #8

The meeting was adjourned by Judge Dickerson at 2 40 P M

Submitted for approval by, \_\_\_\_\_  
Bradley Wilburn, 123<sup>RD</sup> Judicial District CSCD Director

Approved on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

Judge Terry Bailey, Panola County Court at Law \_\_\_\_\_

Judge Charles Dickerson, 123<sup>RD</sup> Judicial District \_\_\_\_\_

Judge Charles Mitchell, 273<sup>RD</sup> Judicial District \_\_\_\_\_

(csod budget 2016 & 2017 budgets minutes August 11, 2016)

**PANOLA COUNTY**

**SHELBY COUNTY**

2010 CHEVY TRAVERSE \$8750 00  
 32513 miles  
 1GNLVEED6AS109714  
 WITH PANOLA RADIO

2010 CHEVY TRAVERSE \$8500 00  
 38509 miles  
 1GNLVEED6AS107249  
 WITH SHELBY RADIO

FILED FOR RECORD  
 IN MY OFFICE  
 AT 10:38 O'CLOCK a M.     

2014 CHEVY TAHOE \$19000 00  
 6982 miles  
 1GNSK2E05ER171487  
 WITH PANOLA RADIO

2014 CHEVY TAHOE \$18000 00  
 13467 miles  
 1GNSK2E01ER167386  
 WITH SHELBY RADIO

OCT 06 2016

BOBBIE DAVIS  
 COUNTY CLERK, PANOLA COUNTY, TEXAS  
 BY [Signature] DEPUTY

2000 CHEVY SIERRA \$3250 00  
 95048 miles  
 2GTEC19T8Y1404146  
 WITH PANOLA RADIO

2011 CHEVY TAHOE \$8000.00  
 82086 miles  
 1GNSKBEO2BR239384  
 WITH SHELBY RADIO

2015 FORD EXPLORER \$18500 00  
 13564 miles  
 1FM5K8AR8FGB61428  
 WITH SHELBY RADIO

2014 CHEVY TAHOE \$18000 00  
 12324 miles  
 1GNSK2E02ER180907  
 WITH SHELBY RADIO

TOTAL \$49,500

TOTAL \$52,500

**COMPUTERS:**

TONY OFFICE \$939  
 DOLLIE OFFICE \$939  
 TRANSFER OFFICE \$939  
 KERIAN OFFICE \$939  
 PENNY OFFICE \$939  
 ERICA OFFICE \$939  
 SEX OFFENDER OFFICE \$939  
 FRONT OFFICE \$939  
 COMPUTER LAB \$939  
 COMPUTER LAB \$939  
 COMPUTER LAB \$939  
 COMPUTER LAB \$939

SEX OFFENDER OFFICE \$939  
 ERICA OFFICE \$939  
 HOLLI OFFICE \$939  
 LASHANNA OFFICE \$939  
 FRONT OFFICE \$939  
 JOHNNY OFFICE \$939  
 LARAYE OFFICE \$939  
 BRADLEY OFFICE \$939  
 COMPUTER LAB \$939

TOTAL= \$11,268

TOTAL= \$8,451

Husqvarna Riding Mower

\$800

3 TRENDNET TV-IP572WI IP CAMERAS

1 LENOVO STORCENTER 1TB HARD DRIVE  
\$994.85

\$62,562.85

\$60,951.00

Approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2016

Judge Charles Dickerson, 123rd Judicial District \_\_\_\_\_

Judge Terry Bailey, Panola County Court at Law \_\_\_\_\_

ORDER MAKING APPOINTMENT

Whereas in compliance with applicable statutes by Government Code Section 76.002 and by the authority vested in us by the state legislature we hereby appoint \_\_\_\_\_ as Director of the Panola County Community Supervision and Corrections Department with the starting annual salary being \$\_\_\_\_\_

Salary and fringe benefits incident to employment, in accordance with TDCJ-CJAD Policy, to be paid by the Panola County Treasurer from the Panola County Community Supervision and Corrections Department Funds

Training, conference and other employment related expenses will also be paid by the Panola County Treasurer from the Panola County Community Supervision and Corrections Department Funds in accordance with TDCJ-CJAD policy.

We hereby also authorize the use of department owned vehicles and payment of fringe benefits costs associated with such use

Appointment shall be effective December 1<sup>st</sup> 2016.

FILED FOR RECORD  
IN MY OFFICE  
AT 10<sup>29</sup> O'CLOCK aM

OCT 06 2016

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY [Signature] DEPUTY

Approved by:

\_\_\_\_\_  
Charles Dickerson, 123<sup>rd</sup> District Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Bailey, County Court At Law

\_\_\_\_\_  
Date

VOL 100 PAGE 374

FILED FOR RECORD  
IN MY OFFICE  
AT 10:30 O'CLOCK am

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**Budget Adjustment - Fiscal Year 2017**  
**Date Received: 9/29/2016**

OCT 06 2016

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY [Signature] DEPUTY

APPROVED BY: \_\_\_\_\_  
Nancy Espinoza, TDCJ-CJAD Budget Director

DATE APPROVED: \_\_\_\_\_

CSCD Panola	Year: 2017	ADJ #: 2	Program: 900 - Basic Supervision	Funding Type. BS	Other Funding: None
<b>REVENUE:</b>			<b>APPROVED</b>	<b>ADJ REQ</b>	<b>TOTAL</b>
TDCJ-CJAD Funding (State Aid)			\$ 138,718	\$ -3,991	\$ 134,727
SAFPF Payments (Basic Supervision Only)			\$ 300	\$ 0	\$ 300
Community Supervision Fees Collected			\$ 151,500	\$ 0	\$ 151,500
Payments By Program Participants			\$ 15,937	\$ 0	\$ 15,937
Interest Income (Basic Supervision Only)			\$ 100	\$ 0	\$ 100
Carry Over from Previous Fiscal Year			\$ 20,000	\$ 7,673	\$ 27,673
Other Revenue			\$ 0	\$ 0	\$ 0
Basic Supervision Interfund Transfer			\$ 0	\$ 0	\$ 0
CCP Interfund Transfer			\$ 0	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>			\$ 326,555	\$ 3,682	\$ 330,237

<b>EXPENDITURES:</b>			<b>APPROVED</b>	<b>ADJ REQ</b>	<b>TOTAL</b>
Salaries/Fringe Benefits			\$ 243,762	\$ 0	\$ 243,762
- Full Time Salaries					
- Part Time Salaries					
- Fringe Benefits					
Travel/Furnished Transportation			\$ 16,788	\$ 0	\$ 16,788
Contract Services for Offenders			\$ 2,500	\$ 0	\$ 2,500
Professional Fees			\$ 12,779	\$ 4,182	\$ 16,961
Supplies & Operating Expenses			\$ 45,476	\$ -500	\$ 44,976
Facilities			\$ 0	\$ 0	\$ 0
Utilities			\$ 2,050	\$ 0	\$ 2,050
Equipment			\$ 3,200	\$ 0	\$ 3,200
<b>TOTAL EXPENDITURES:</b>			\$ 326,555	\$ 3,682	\$ 330,237



**Section 2 - Payments by Program Participants**

GRAND TOTALS		\$15,937	\$0	\$15,937
Item	Current	Requested	Adjusted	
URINALYSIS	10,625	0	10,625	
SASSI EVALUATIONS	5,312	0	5,312	

**Section 6 - Full Time Salaries**

GRAND TOTALS		\$174,675	\$0	\$174,675
Position Title	% Time	Current	Requested	Adjusted
Adm. Support (Clerical)	100	0	0	0
Adm. Support (Clerical)	100	0	0	0
Adm. Support (Clerical)	100	30,000	0	30,000
CSCD Assist./Deputy Director	100	0	0	0
CSCD Director	25	17,088	0	17,088
CSCD Director	75	31,529	0	31,529
CSO I - Entry Level	100	33,742	0	33,742
CSO I - Entry Level	100	33,742	0	33,742
CSO II	100	8,918	0	8,918
CSO II	100	9,191	0	9,191
CSO IV	100	0	0	0
CSO IV	100	10,465	0	10,465

**Section 8 - Fringe Benefits**

GRAND TOTALS		\$69,087	\$0	\$69,087
Position Title	% Time	Current	Requested	Adjusted
FICA MATCHING	7.65%	13,425	0	13,425
RETIREE INSURANCE W/7.65 inc.	\$1068 per month	12,806	0	12,806
RETIREMENT	24.02%	42,153	0	42,153
UNEMPLOYMENT	.004%	703	0	703

**Section 9 - Travel/Furnished Transportation**

GRAND TOTALS		\$16,788	\$0	\$16,788
Position Title	% Time	Current	Requested	Adjusted
FUEL	Not Specified	5,000	0	5,000
PER DIEM	Not Specified	5,000	0	5,000
VEHICLE ACCESSORIES	Not Specified	0	0	0
VEHICLE MAINTENANCE	Not Specified	3,000	0	3,000
VEHICLES INSURANCE	2788/1000 DEDUC	3,788	0	3,788

**Section 10 - Contract Services for Offenders**



CELL PHONES	FY 17	0	0	0
POSTAGE MACHINE	FY 17	200	0	200
XEROX COPIER	FY 17	3,000	0	3,000

## Section 16 - Vehicle Inventory

Make	Model	VIN	Year	Mileage
CHEVROLET	TRAVERSE	1GNLVEED6AS107249	2010	38509
CHEVROLET	TRAVERSE	1GNLVEED6AS109714	2010	32513
GMC	TAHOE	1GNSK2E01ER167386	2014	13467
GMC	TAHOE	1GNSK2E05ER171487	2014	6982
GMC	TAHOE	1GNSK2E02ER180907	2014	12324
GMC	TAHOE	1GNSKBE02BR239384	2011	82086
FORD	EXPLORER	1FM5K8AR8FGB61428	2015	13564
GMC	SIERRA	2GTEC19T8Y1404146	2000	95048

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**Budget Adjustment - Fiscal Year 2017**  
**Date Received: 9/29/2016**

OCT 06 2016

BOBBIE DAVIS  
 COUNTY CLERK, PANOLA COUNTY, TEXAS  
 BY *[Signature]* DEPUTY

APPROVED BY: \_\_\_\_\_  
 Nancy Espinoza, TDCJ-CJAD Budget Director

DATE APPROVED: \_\_\_\_\_

CSCD. Panola	Year. 2017	ADJ # 1	Program 24 - Community Corrections Sup	Funding Type CCP	Other Funding. None
REVENUE.			APPROVED	ADJ REQ	TOTAL
TDCJ-CJAD Funding (State Aid)			\$ 56,500	\$ 31	\$ 56,531
SAFPF Payments (Basic Supervision Only)			\$ 0	\$ 0	\$ 0
Community Supervision Fees Collected			\$ 0	\$ 0	\$ 0
Payments By Program Participants			\$ 0	\$ 0	\$ 0
Interest Income (Basic Supervision Only)			\$ 0	\$ 0	\$ 0
Carry Over from Previous Fiscal Year			\$ 0	\$ 0	\$ 0
Other Revenue			\$ 0	\$ 0	\$ 0
Basic Supervision Interfund Transfer			\$ 0	\$ 0	\$ 0
CCP Interfund Transfer			\$ 0	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>			<b>\$ 56,500</b>	<b>\$ 31</b>	<b>\$ 56,531</b>

EXPENDITURES.	APPROVED	ADJ REQ	TOTAL
Salaries/Fringe Benefits	\$ 44,564	\$ 0	\$ 44,564
- Full Time Salaries			
- Part Time Salaries			
- Fringe Benefits			
Travel/Furnished Transportation	\$ 0	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0	\$ 0
Professional Fees	\$ 424	\$ 0	\$ 424
Supplies & Operating Expenses	\$ 11,512	\$ 31	\$ 11,543
Facilities	\$ 0	\$ 0	\$ 0
Utilities	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
<b>TOTAL EXPENDITURES.</b>	<b>\$ 56,500</b>	<b>\$ 31</b>	<b>\$ 56,531</b>

## Section 6 - Full Time Salaries

GRAND TOTALS		\$33,742	\$0	\$33,742
Position Title	% Time	Current	Requested	Adjusted
CSO I - Entry Level	100	33,742	0	33,742

## Section 8 - Fringe Benefits

GRAND TOTALS		\$10,822	\$0	\$10,822
Position Title	% Time	Current	Requested	Adjusted
Retirement	24.02%	8,105	0	8,105
Social Security	7.65%	2,582	0	2,582
Unemployment	004	135	0	135

## Section 11 - Professional Fees

GRAND TOTALS		\$424	\$0	\$424
Position Title	% Time	Current	Requested	Adjusted
Fiscal Service Fee	Not Specified	424	0	424

## Section 12 - Supplies &amp; Operating Expenses

GRAND TOTALS		\$11,512	\$31	\$11,543
Position Title	% Time	Current	Requested	Adjusted
Unbudgeted	Not Specified	11,512	31	11,543

PANOLA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT OCT 06 2016

POLICY ON BUDGET APPROVAL PROCEDURES

OCTOBER 25, 2016

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY [Signature] DEPUTY

POLICY:

The Director of the Community Supervision and Corrections Department (CSCD) shall be responsible for preparing the budget and any budget adjustments for the department.

PROCEDURES:

- ❖ A request for approval of the CSCD biennium budget [required by the Texas Department of Criminal Justice – Community Justice Assistance Division (T.D.C.J. – C.J.A.D.)] SHALL BE SUBMITTED TO THE District Judge and statutory County Court at Law Judge.
- ❖ The meeting to consider the request for approval of the CSCD biennium budget shall be conducted in compliance with the Texas Open Meeting Act.
- ❖ The results of the approval vote shall be reflected in the minutes of the meeting.
- ❖ The minutes of the meeting shall be kept on file for auditing purposes.
- ❖ At the discretion of the District Judge, budget adjustments prepared by the CSCD Director may be approved by the District Judge or may be forwarded to both District Judge and County Court at Law Judge for approval in an open meeting. For any adjustments approved at the discretion of the District Judge, the CSCD Director shall provide copies of the budget adjustments to the District Judge and statutory County Court at Law Judge.
- ❖ When budget adjustments are approved by the District Judge, a copy of the approved adjustments will be recorded into the minutes of the next available meeting of the District and statutory County Court at Law Judge.
- ❖ The signature of the District Judge and the Director shall be the only signatures required on approved budget forms which shall be submitted to T.D.C.J. – C.J.A.D.
- ❖ The CSCD shall submit approved budget and budget adjustment forms in accordance with the C.J.A.D. Financial Management Manual.

## PANOLA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

## POLICY ON BUDGET APPROVAL PROCEDURES

OCTOBER 25, 2016

These procedures shall be in compliance with Texas Government Code § 76.002 (a) and shall be adopted in an open meeting.

**Responsibilities for compliance with Government Code 76.002 (a)****Local Jurisdiction's Responsibilities:**

- The Local Judges responsible for the approval of the CSCDs budgets/budget adjustments will adopt budget approval procedures in an open meeting.
- These procedures must be documented and kept on file for auditing purposes.
- CSCD submitting budgets to TDCJ-CJAD must ensure that the budget and/or budget adjustments are approved as statutorily required.
- CSCD should submit budget/budget adjustments as required by the Financial Management Manual.
- Local Judges responsible for the approval of the CSCD budgets may determine that they prefer to review budgetary changes that are more restrictive than the submission requirements of TDCJ-CJAD.
- CSCD must submit budgets on the approved forms.

**The CJAD's Responsibilities:**

- CJAD will include a statement in the Outside Audit Guidelines that requires the CPA firm to attest to the fact that the CSCD is adhering to the adopted budget approval procedures established by the local judges responsible for the CSCD budget/budget adjustments and that the procedures are in compliance with Government Code §76.002 (a) and adopted in an open meeting.

**Policy Approval:**

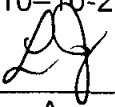
- In compliance with the Financial Management Manual for Texas Department of Criminal Justice – Community Justice Assistance Division Funding this policy was adopted in an open meeting on October 25, 2016.

---

Judge Charles Dickerson  
123<sup>rd</sup> Judicial District Court

---

Judge Terry Bailey  
Panola County Court at Law

<p><b>APPROVED</b>  10-10-2016    <hr/> Lee Ann Jones,  County Judge</p>
---

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

**NAME:** David A. Gray

**POSITION:** Justice of the Peace Pct 1 and 4

**DEPARTMENT:** Justice of the Peace Pct 1 and 4

**DATE:** September 28, 2016

**CONFERENCE:** Texas Justice Court Judges Training Center –  
East Texas JP and Constables Association  
JP and Clerk Training/Meeting

**LOCATION:** Marshall, Texas

**DATE:** November 10, 2016

**NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:** 1

Does the conference meet your educational requirement for the year? No, it's additional training

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?  
**My minimum required hours have already been met.**

---

How many days have you been away from your job this year for conferences, not counting this conference? 5

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

Write a short statement explaining the public purpose that will be met by your attendance at this conference (continue on the back if necessary.)  
**Quarterly meeting/training of the East Texas JP and Constables Association. The Texas Justice Court Judges Training Center attorneys will be providing training as well.**



**East Texas Justices of the Peace and Constables  
Association, Inc.**

**Board Meeting November 9th, 2016 6:30PM**

**Catfish Express Meeting Room, 4803 East End Blvd S., Marshall, Texas**

**Education Meeting, November 10<sup>th</sup>, 2016 8:30AM**

**Marshall Convention Center, 2501 East End Blvd. S., Marshall, TX. 75672**

**Registration Form:**

<u>JUDGE</u>	<u>DAVID A. GRAY</u>	<u>PANOLA</u>
Title	Name	County

<u>110 S. SYCAMORE, STE 105, CARTHAGE, TX</u>	<u>75633</u>
Address	City State Zip Code

<u>NO</u>	<u>YES</u>
Wed. night meal Y/N	Thursday Lunch Y/N

<u>903-693-0375</u>	<u>dgray@co.panola.tx.us</u>
Phone Number	E-Mail Address

**Registration Fee \$25.00 until November. 7<sup>th</sup>, after the 10<sup>th</sup> the fee will be \$35.00**

**Make Checks payable to: ETJPCA**

**P.O. Box 355**

**Marshall, TX. 75671-0355**

**Any questions or comments contact**

**Judge Nancy George, Sec./ Tres. ETJPCA**

**Office 903-923-4011**

**Fax 903-927-1826**

**E-mail: nancyg@co.harrison.tx.us**

<p><b>APPROVED</b>  10-10-2016    _____  Lee Ann Jones,  County Judge</p>
---

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

**NAME:** Toni Hughes  
**POSITION:** Justice of the Peace Pct 1 and 4, Clerk  
**DEPARTMENT:** Justice of the Peace Pct 1 and 4  
**DATE:** September 28, 2016

**CONFERENCE:** Texas Justice Court Judges Training Center –  
East Texas JP and Constables Association  
JP and Clerk Training/Meeting

**LOCATION:** Marshall, Texas

**DATE:** November 10, 2016

**NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:** 1

Does the conference meet your educational requirement for the year? No, it's additional training.

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?  
**My minimum required hours have already been met.**

---

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

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

Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)  
**Quarterly meeting/training of the East Texas JP and Constables Association. The Texas Justice Court Judges Training Center attorneys will be providing training as well.**

## East Texas Justices of the Peace and Constables Association, Inc.

**Board Meeting November 9th, 2016 6:30PM**

**Catfish Express Meeting Room, 4803 East End Blvd S., Marshall, Texas**

**Education Meeting, November 10<sup>th</sup>, 2016 8:30AM**

**Marshall Convention Center, 2501 East End Blvd. S., Marshall, TX. 75672**

**Registration Form:**

<u>CLERK</u>	<u>TONI HUGHES</u>	<u>PANOLA</u>
Title	Name	County
<hr/>		
<u>110 S. SYCAMORE, STE 105, CARTHAGE, TX</u>	<u>75633</u>	
Address	City	State      Zip Code
<hr/>		
<u>NO</u>	<u>YES</u>	
Wed. night meal Y/N	Thursday Lunch Y/N	
<hr/>		
<u>903-693-0375</u>	<u>thughes@co.panola.tx.us</u>	
Phone Number	E-Mail Address	

**Registration Fee \$25.00 until November. 7<sup>th</sup>, after the 10<sup>th</sup> the fee will be \$35.00**

**Make Checks payable to: ETJPCA**

**P.O. Box 355**

**Marshall, TX. 75671-0355**

**Any questions or comments contact**

**Judge Nancy George, Sec./ Tres. ETJPCA**


**Office 903-923-4011**

**Fax 903-927-1826**

**E-mail: nancyg@co.harrison.tx.us**

APPROVED

10-10-2016

  
\_\_\_\_\_  
Lee Ann Jones,  
County Judge

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

**NAME:** Mary Sue Kiper  
**POSITION:** Justice of the Peace Pct 1 and 4, Clerk  
**DEPARTMENT:** Justice of the Peace Pct 1 and 4  
**DATE:** September 28, 2016

**CONFERENCE:** Texas Justice Court Judges Training Center –  
East Texas JP and Constables Association  
JP and Clerk Training/Meeting

**LOCATION:** Marshall, Texas

**DATE:** November 10, 2016

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE. 1

Does the conference meet your educational requirement for the year? No, it's additional training.

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?  
**My minimum required hours have already been met.**

---

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

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

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

**Quarterly meeting/training of the East Texas JP and Constables Association. The Texas Justice Court Judges Training Center attorneys will be providing training as well.**

**East Texas Justices of the Peace and Constables  
Association, Inc.**

**Board Meeting November 9th, 2016 6:30PM**

**Catfish Express Meeting Room, 4803 East End Blvd S., Marshall, Texas**

**Education Meeting, November 10<sup>th</sup>, 2016 8:30AM**

**Marshall Convention Center, 2501 East End Blvd. S., Marshall, TX. 75672**

**Registration Form:**

<u>CLERK</u>	<u>MARY SUE KIPER</u>	<u>PANOLA</u>
Title	Name	County
<u>110 S. SYCAMORE, STE 105, CARTHAGE, TX</u>	<u>75633</u>	
Address	City	State      Zip Code
<u>NO</u>	<u>YES</u>	
Wed. night meal Y/N	Thursday Lunch Y/N	
<u>903-693-0375</u>	<u>marysuekiper@yahoo.com</u>	
Phone Number	E-Mail Address	

**Registration Fee \$25.00 until November. 7<sup>th</sup>, after the 10<sup>th</sup> the fee will be \$35.00**

**Make Checks payable to: ETJPCA**

**P.O. Box 355**

**Marshall, TX. 75671-0355**

**Any questions or comments contact**

**Judge Nancy George, Sec./ Tres. ETJPCA**

**Office 903-923-4011**

**Fax 903-927-1826**

**E-mail: [nancyg@co.harrison.tx.us](mailto:nancyg@co.harrison.tx.us)**

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE AT A CONFERENCE

VOL 100 PAGE 388

APPROVED

10-10-2016



Lee Ann Jones,  
County Judge

NAME: Maria Hernandez

POSITION: Criminal Clerk

DEPARTMENT: Justice of the Peace Pt 2 & 3

DATE: 9/29/16

CONFERENCE: East Texas Justice of the Peace and Constables Association

LOCATION: Marshall TX

DATES: November 10, 2016 to November 10, 2016

NUMBER OF DAYS OUT OF 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 already, not counting this conference?

\_\_\_\_\_

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

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 back if necessary)

Clerk Training

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
10-10-2016  
*LJ*  
Lee Ann Jones,  
County Judge

NAME: Joni Reed  
POSITION: County Treasurer  
DEPARTMENT: \_\_\_\_\_  
DATE: 10-4-16

CONFERENCE: IAC - Regional Pool Workshop  
LOCATION: Tyler, TX.  
DATES: 11-1-16 to 11-1-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

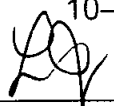
How much of your requirements have been met already, not counting this conference? NA

How many days have you been away from your job this year for conferences, not counting this conference? 5 days

Do you have sufficient funds in your budget for this conference? No Cost

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

Sessions will cover the latest in risk management, HR trends, workplace wellness, etc  
I feel that my office serves as the HR Dept. for County, along with myself being the County Wellness Coordinator, this workshop will be very informational.

APPROVED  
10-10-2016  
  
Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

NAME: Bobbie Davis  
POSITION: County Clerk  
DEPARTMENT: County Clerk  
DATE: 10/5/16  
CONFERENCE: TAC Regional Pool Workshop  
LOCATION: Tyler, Texas  
DATES: Nov 1, 2016 to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? 5.25 hrs.

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

How many days have you been away from your job this year for conferences, not counting this conference? 11 days

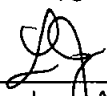
Do you have sufficient funds in your budget for this conference? yes

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

I hope to learn the do's and don'ts of hiring and termination, gain knowledge about discrimination, etc in the workplace, learn to communicate effectively, how to avoid common workplace hazards, and how to deal with difficult people



PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
10-10-2016  
  
Lee Ann Jones,  
County Judge

NAME: Tanner Peace  
POSITION: Bailiff / Security  
DEPARTMENT: 123rd District & County Court at Law  
DATE: 10/5/16

CONFERENCE: ALERT- Court Security  
LOCATION: Austin, TX  
DATES: 10/25/16 to 10/27/16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

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

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

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

How many days have you been away from your job this year for conferences, not counting this conference? 2

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 be able to provide better security for the  
Judges I serve and the people in the courtroom.  
This conference will provide up to date techniques  
to aid myself in my everyday duties. This  
conference also meets my continuing education  
requirements for my peace officer license.

APPROVED

10-10-2016

Lee Ann Jones,  
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

NAME: Sidney Burns

POSITION: County Auditor

DEPARTMENT: County Auditor

DATE: 10-6-16

CONFERENCE: Government Finance Officers Association  
21st Annual Governmental Generally Accepted Accounting Prin. Update

LOCATION: Webinar in Office

DATES: 11-3-16 to 11-3-16

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 0

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

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

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

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

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

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

Provides update about recent developments affecting  
accounting and financial reporting for the County.

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
10-10-2016  
*[Signature]*  
Lee Ann Jones,  
County Judge

NAME: Mitch NORTON

POSITION: Constable Pct 2

DEPARTMENT: Panola Co Constable

DATE: 10-6-16

CONFERENCE: #7887 INTERACTING w/ DRIVERS/Deaf/Hard of Hearing

LOCATION: CANTON

DATES: 10-13-16 to \_\_\_\_\_

NUMBER OF DAYS OUT OF 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? 4 HRS

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Required Tcole TRAINING  
\_\_\_\_\_  
\_\_\_\_\_

PANOLA COUNTY OFFICIAL/EMPLOYEE  
REQUEST FOR ATTENDANCE  
AT A CONFERENCE

APPROVED  
10-10-2016  
  
Lee Ann Jones,  
County Judge

NAME: Charles Blue

POSITION: Deputy Constable Pet 2

DEPARTMENT: Panola Co. Constable

DATE: 10-6-16

CONFERENCE: #7887  
Interacting w/DRIVERS/DEAF/Hard of Hearing

LOCATION: CANTON

DATES: 10/13/16 to \_\_\_\_\_

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? 4 hrs

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

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

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

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

REQUIRED TCDLE TRAINING