

County Of Panola

DEBBIE CRAWFORD
TAX ASSESSOR - COLLECTOR
PANOLA COUNTY COURTHOUSE
110 S SYCAMORE, ROOM 211
CARTHAGE, TEXAS 75633

(903) 693-0340

January 25, 2017

Panola County Commissioners Court
Panola County Courthouse

Dear Madam and Gentlemen:

Please record the salary increase from \$13.50 per hour to \$14.50 per hour for Clarissa Monreal, part-time Deputy Clerk in the Panola County Auto Tax Office, effective February 20, 2017.

Thank you for your continued support and cooperation.

Sincerely,



Debbie Crawford
Panola County Tax Assessor-Collector

cc: Joni Reed, County Treasurer
Sidney Burns, County Auditor

PANOLA COUNTY SHERIFF'S OFFICE

Office 903.693 0333
Fax: 903 693 9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Kevin Lake

January 31, 2017

The Honorable LeeAnn Jones
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge Jones,

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

Please record the retirement of Linda Pope as the Civil Sergeant for the Panola County Sheriff's Office effective January 30, 2017.

Please record the transfer of Denise Gray from Patrol Deputy to Civil Sergeant for the Panola County Sheriff's Office at a pay rate of \$20.86 per hour effective February 4, 2017.

Please record the transfer of Timothy Windham from Detention Corporal to Patrol Deputy for the Panola County Sheriff's Office at a pay rate of \$20.86 per hour effective February 4, 2017.

Please record the transfer of Calahan Malone from Detention Officer to Detention Corporal for the Panola County Sheriff's Office at pay rate of \$16.59 per hour effective February 4, 2017.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Lake".

Kevin Lake
Sheriff

KL/lw

CC: Sidney Burns
Joni Reed

Honesty, Integrity, Service

PANOLA COUNTY SHERIFF'S OFFICE

Office 903 693 0333
Fax 903 693 9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Kevin Lake

January 31, 2017

The Honorable LeeAnn Jones
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge Jones,

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

Please approve and record the title change of Civil Sergeant to Civil Process Deputy for the Panola County Sheriff's Office effective February 18, 2017.

Sincerely,

A handwritten signature in black ink that reads "K. Lake".

Kevin Lake
Sheriff

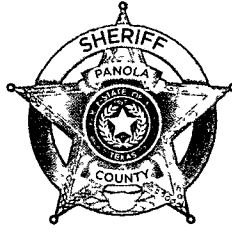
KL/lw

CC: Sidney Burns
Joni Reed

Honesty, Integrity, Service

PANOLA COUNTY SHERIFF'S OFFICE

Office 903 693 0333
Fax 903 693.9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Kevin Lake

February 8, 2017

The Honorable LeeAnn Jones
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Dear Judge Jones,

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

Please record the employment of Josh Helms as a Detention Officer for the Panola County Sheriff's Office at a pay rate of \$15.08 per hour effective February 18, 2017.

Sincerely,

A handwritten signature in black ink that reads "K Lake".

Kevin Lake
Sheriff

KL/lw

CC: Sidney Burns
Joni Reed

Honesty, Integrity, Service

NOTICE OF PROPOSED INSTALLATION
PIPELINE AND/OR UTILITY LINES

TO THE PANOLA COUNTY COMMISSIONER'S COURT

c/o

PANOLA COUNTY ROAD & BRIDGE DEPARTMENT, CARTHAGE, TEXAS

Formal notice is hereby given that:

Pierce Const. proposes to place a
(COMPANY NAME)

2" & 8" line within the Right-of-Way
(PIPE SIZE)

of County Road: 463 as follows:
(NUMBER OF ROAD)

The proposed pipeline will cross under the indicated roads on the attached sheet.
Installation shall be made by boring a total length of 130' line in Panola County

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

Construction of this line will begin on or after the 2 day of
Feb., 2017.

FIRM: Pierce Const
BY: FRANK ALLUMS
TITLE: SUPERVISOR
ADDRESS: P.O. Box 69
Beckville, Tx. 75631
PHONE: (903) 690-1028

APPROVAL

February 13, 2017

TO: Mr Frank Allums
Pierce Construction
P.O. Box 69
Beckville, Texas 75631

RE: **CR #463**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **2" and 8" line** within the right-of-way of County Road #463 as shown by accompanying drawings and notice except as noted below.

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

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

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

no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the Panola County Commissioners' Court.

6. Operations along roadbeds shall be performed in such manner that all excavated material be kept off the pavement at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.
7. Barricades, warning signs, lights, and flag man(men) when necessary shall be provided by the contractor or owner. One-half (1/2) of the traveled portion of the road must be open at all times.

Approved: Lee Ann Jones
COUNTY JUDGE

COMMISSIONERS:

Precinct #1 Ronnie LaGrone
Precinct #2 John Gradberg
Precinct #3 Craig M. Lawless
Precinct #4 Dale LaGrone

SPECIAL SPECIFICATIONS FOR PIPELINES CROSSING IN BORED HOLES AND PLACED PARALLEL TO COUNTY ROADS

GENERAL NOTE: The construction of this project shall follow "The Panola County Road and Bridge Department Standard Specifications" with respect to barricades, flagmen, flares, warning signs, and all responsibility for complaints or damage suits by traveling public and adjacent property owners.

1. Excavation material shall not be placed on road shoulders or traffic lanes or in ditches where drainage would be impaired. When excavation is permitted near the roadway, where, in the opinion of the County, the support of the road structure is endangered, sheeting, cribbing, other measures shall be taken to prevent damage to the roadway or the creation of traffic hazard.
2. All excavations shall be backfilled in a neat and workmanlike manner and all disturbed areas shall be restored to a condition comparable to the original condition. Backfill material shall be consolidated to a density comparable to that of the adjacent undisturbed material, replacing all of the excavated material except that displaced by pipe. The degree of compaction shall be such as to prevent future settlement. Excess material displaced by the pipe shall be removed from the right-of-way or otherwise disposed of to the satisfaction of the county's representative. Pipe laying operation shall not be carried on when soil conditions are such that construction equipment will cause rutting. Backfill operations shall be kept within one mile of trenching and/or pipe laying operations.
3. Sod and/or other erosion control measures removed or disturbed by the installation shall be replaced. This shall include keeping separate and replacing existing topsoil, importing sod or seeding or a combination of these methods together with fertilizer and water as necessary to re-establish vegetative cover in a healthy and growing condition.
4. The pipe or, if encased, the encasement pipe shall completely fit the bored hole.
5. All private and commercial access driveways disturbed by pipe laying shall be restored to a condition comparable to that which existed prior to these operations. Special care shall be taken to compact backfill and base material to prevent future settlement. All work shall be complete to the owner's satisfaction. All public access driveways with paved surfaces shall be crossed by the bored hole method. Crossings of dirt or gravel public access driveways may be made as specified for private and commercial access driveways except that provisions shall be made for uninterrupted flow of traffic.

6. No trees or shrubbery shall be cut or trimmed without the approval of the Panola County Road and Bridge Department.
7. Regulations and ordinances of incorporated cities shall be compiled with, if within the City limits

Commissioners:

Precinct #1 - Ronnie LaGrone

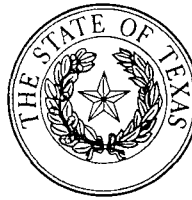
Precinct #2 - John W. Gradberg

Precinct #3 - Craig M. Lawless

Precinct #4 - Dale LaGrone

This space reserved for office

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

FILED FOR RECORD
IN MY OFFICE

AT 11:00 O'CLOCK A M

MAR 14 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

Statement

I, Mitsy Owens, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Reserve Deputy

Execution

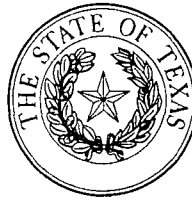
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1/24/17

Mitsy C. Owens
Signature of Officer

This space reserved for office

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

FILED FOR RECORD
IN MY OFFICE

AT 11:00 O'CLOCK A M

MAR 14 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

Filing Fee: None

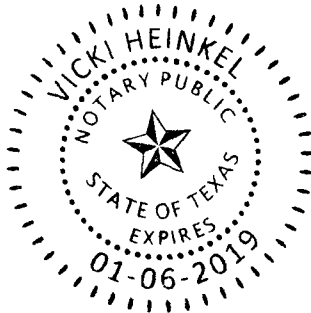
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Mitsy Owens, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Reserve Deputy of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Mitsy C. Owens
Signature of Officer

State of Texas)
County of Panola)

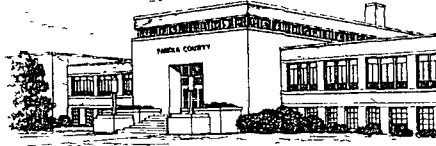
Sworn to and subscribed before me this 24
30th day of December January, 2017.

(seal)



Vicki Heinkel
Signature of Notary Public or Other Officer
Administering Oath
~~LeeAnn Jones~~ Vicki Heinkel
Printed or Typed Name

County of Panola



Bryan Murff
Constable Precincts 1 & 4
314 W Wellington Street
Carthage, Texas 75633

To: Panola County Commissioners Court

From: Constable Bryan Murff

Re: 2016 Racial Profiling Report

Please see the attached racial profiling report which was filed with the Texas Commission on Law Enforcement Standards and Education as required by law for the Year 2016. Attached is the copy to be recorded and filed with the Panola County Commissioners Court.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Bryan Murff".

Bryan Murff
Constable Pct. 1&4
Panola County, Texas

Racial Profiling Report | Tier one

Agency Name:	Panola County Constable 1 and 4
Reporting Date:	01/19/2017
TCOLE Agency Number:	365101
Chief Administrator:	Bryan Murff
Agency Contact Information:	
Phone:	903-693-0385
Email:	bryan.murff@copanola.tx.us
Mailing Address:	314 West Wellington Carthage Texas 75633

This Agency claims partial racial profiling report exemption because

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2132(b) CCP Law Enforcement Policy on Racial Profiling

Panola County Constable 1 and 4 has adopted a detailed written policy on racial profiling. Our policy

- 1.) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the Panola County Constable 1 and 4 from engaging in racial profiling,
- 3) implements a process by which an individual may file a complaint with the Panola County Constable 1 and 4 if the individual believes that a peace officer employed by the Panola County Constable 1 and 4 has engaged in racial profiling with respect to the individual,
- 4.) provides public education relating to the agency's complaint process,
- 5) requires appropriate corrective action to be taken against a peace officer employed by the Panola County Constable 1 and 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the Panola County Constable 1 and 4 's policy adopted under this article,
- 6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to

Panola County Constable 1 and 4 Motor Vehicle Racial Profiling Information

Total stops: 28

Number of motor vehicle stops

Citation only: 22

Arrest only: 6

Both: 0

Race or ethnicity

African: 8

Asian: 0

Caucasian: 20

Hispanic: 0

Middle eastern: 0

Native american: 0

Was race known ethnicity known prior to stop?

Yes: 0

No: 28

Was a search conducted

Yes: 0

No: 28

Was search consented?

Yes: 0

No: 0

Submitted electronically to the



The Texas Commission on Law Enforcement

a) the race or ethnicity of the individual detained,

b) whether a search was conducted and, if so, whether the individual detained consented to the search, and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual, and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to

a.) the Commission on Law Enforcement, and

b) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state

Executed by: Bryan Murff

Chief Administrator

Panola County Constable 1 and 4

Date: 01/19/2017



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: 32S429390

Cross Reference: FILED FOR RECORD
IN MY OFFICE

AT 11:00 O'CLOCK 4 M

MAR 14 2017

ABBY BOOKER
Attn. PANOLA COUNTY
COUNTY AUDITORS OFFICE RM 214A
CARTHAGE, TX 75633

BOBBIE DAVIS:
COUNTY CLERK, PANOLA COUNTY, TEXAS

BY B. Davis DEPUTY

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: March 15, 2017

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



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 32S429390 (the "Bond"), cross reference bond number _____, for County Treasurer

dated the 15th day of March, 2014, in the penal sum of \$ 25,000.00 issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of ABBY BOOKER as principal (the "Principal"), in favor of PANOLA COUNTY TREASURER, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 15th day of March, 2018, 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 15th day of December, 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



**COUNTY & DISTRICT CLERKS'
ASSOCIATION OF TEXAS**

Certificate of Completion Awarded to

Debra Johnson
Panola, District Clerk

*For completing the required 20 Hours of Continuing Education for 2016 as
prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2017.

Celeste Bichsel

Celeste Bichsel, President

Tammy Kneuper

Tammy Kneuper, Vice President

CERTIFICATE OF COMPLETION

This is to certify that

Debra Johnson
Panola County

Has attended the Texas District Court Alliance 2016 Workshop

October 18-20, 2016

16.5 credit hours



Lisa David

Lisa David, President

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR
Brandon S. Wood



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

January 20, 2017

Sheriff Kevin Lake
Panola County Sheriff's Office
314 W. Wellington
Carthage, TX 75633

Dear Sheriff Lake,


The Texas Commission on Jail Standards wishes to acknowledge the excellent work of the Panola County Sheriff's Office with a Certificate of Compliance for the Panola County Jail. The most recent inspection of your facility on January 12, 2017 by Texas Commission on Jail Standards Inspector Fred St. Amant has demonstrated that your facility is in compliance with Texas Minimum Jail Standards.

The Certificate of Compliance demonstrates your outstanding leadership and the diligent work of your staff in complying with minimum jail standards. In addition, this achievement is a direct result of your office's commitment to excellence and is an example of dedication and professionalism in maintaining a safe, secure, and sanitary facility.

Providing the essential budgetary support for jail operations is also imperative to achieving compliance, so let me also congratulate the Panola County Commissioners' Court for their vital support of jail operations.

The citizens of Panola County should be proud of your combined efforts, as is the Texas Commission on Jail Standards.

Respectfully,


Brandon S. Wood
Executive Director

BW/sh

cc: Judge LeeAnn Jones, Panola County

PANOLA COUNTY COMMISSIONERS' COURT AGENDA REQUEST

DATE: February 2, 2017

MEETING DATE REQUEST: February 13, 2017

DEPARTMENT: District Clerk

CONTACT PERSON: Debra Johnson

REQUEST SUBJECT: Record revised Rules of the Panola County District Clerk's Office

COMMENTS: None

BUDGETARY IMPACT: None

RULES OF THE PANOLA COUNTY DISTRICT CLERK'S OFFICE

Office hours are from 8:00 a.m. until 5:00 p.m.

Limit the space you use for research to 3' x 2'

Place cell phones on vibrate, calls are to be taken out of the office.

Copies are to be paid for at least by the end of each working day, and may be paid by cash, check or credit card.

Copies should be completed and payment received by 4:30 p.m. to allow staff to receipt money and to complete the bookkeeping process.

If another researcher is waiting to use a public terminal, please limit your time to fifteen (15) minutes per session.

Electrical cords for computers may be used in a safe manner (first come, first served for outlets). Cords may not be strung across the floor.

Make certain that books are returned to correct location after viewing.

Digital cameras and hand-held scanners are allowed (no flash photography, however).

Books or files for which the District Clerk is custodian may be removed from this office only by an employee of this office, or court personnel who has received permission to do so by the District Clerk's office.

All equipment and supplies must be removed from the District Clerk's office when research session is completed, and at the end of each day.

No food or drinks are allowed in the research areas.

Non-business activities are forbidden in the District Clerk's office.

Persons less than 17 years of age are not allowed to use the public terminal, or handle files or books.

All research must be done in the designated areas inside the District Clerk's office.

Office supplies and equipment such as paper, pens, staplers, phones, etc., are for use only by the staff of the District Clerk's office.

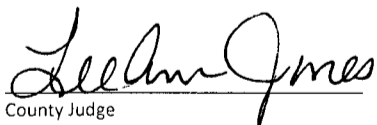
No duplication of copyright reference material is allowed.

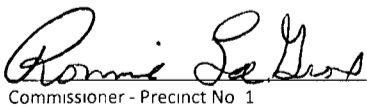
Rev. 2/1/2017

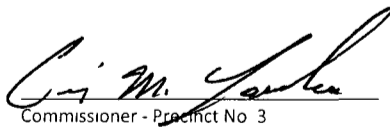
TREASURER'S THIRD QUARTER 2016

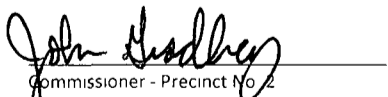
FUND	BALANCE 7/1/2016	RECEIPTS	DISBURSEMENTS	BALANCE 9/30/2016
GENERAL	18,005,269 51	554,791 87	3,693,582 66	14,866,478 72
LAW LIBRARY	50,916 10	3,285 48	1,854 60	52,346 98
CTY JUVENILE DELINQUENCY PREVENTION	156 48	0.16	0 00	156 64
COURTHOUSE SECURITY	213,649 06	5,215 91	4,901 31	213,963 66
RECORDS MANAGEMENT	173,849 97	1,558 48	0 00	175,408 45
COUNTY/DISTRICT COURT TECHNOLOGY FUND	4,240 10	147 81	0 00	4,387 91
COURT RECORD PRESERVATION	19,502 53	670 50	0 00	20,173 03
DISTRICT COURT RECORDS TECHNOLOGY	6,149 37	696 76	0 00	6,846 13
DISTRICT CLERK RECORDS MGT & PRESERVATION	8,810 19	379.30	0 00	9,189 49
CO CLERK RECORDS PRESERVATION	523,003 84	16,765 09	2,800 00	536,968 93
ARCHIVE FEE	197,013 62	14,445 32	0 00	211,458 94
JUSTICE COURT TECHNOLOGY	82,286 34	2,998 46	2,297 76	82,987 04
TAX A/C V I T INTEREST	4,071 85	4 00	409 35	3,666 50
ELECTION SERVICES CONTRACT FUND	21,136 08	2,113 50	20,315 00	2,934 58
ROAD & BRIDGE	8,816,831 68	298,906 89	1,821,924 36	7,293,814 21
FM & LATERAL ROAD	2,123,803 10	12,685 40	102,295 74	2,034,192 76
COMMUNITY SUPERVISION CORR	154,262 60	144,717 61	163,234 85	135,745 36
DRUG COURT GRANT	80,898 81	41,587 07	36,549 22	85,936 66
JUVENILE PROBATION	480,912 91	57,429 03	84,706 43	453,635 51
OLD PROBATION	0 00	0 00	0 00	0 00
HOT CHECK FEE	33,572 80	1,285 00	2,596 06	32,261 74
SHERIFF STATE FORFEITURE FUND	93,511 71	1,520 27	2,792 90	92,239 08
JAIL COMMISSARY FUND	12,724 91	772 82	0 00	13,497 73
CDA STATE FORFEITURE FUND	19,687.52	1,439 88	1,088 47	20,038 93
CDA STATE APPORTIONMENT	2,539 19	10,272 38	4,204 92	8,606 65
STATE LONGEVITY PAY SUPPLEMENT	197 71	671 01	611 06	257 66
CONST PCT 2 STATE FORFEITURE	1,007 86	1 04	0 00	1,008 90
CONST PCT 1 STATE FORFEITURE	188 35	0 20	0 00	188 55
SHERIFF FEDERAL FORFEITURE	0 00	255 63	0 00	255 63
CDA FEDERAL FORFEITURE	56,994 49	58 75	0 00	57,053 24
CONST PCT 1 FED FORFEITURE	0 00	0 00	0 00	0 00
CONST PCT 2 FED FORFEITURE	31 99	255 66	0 00	287 65
GARY WSC	0 00	0 00	0 00	0 00
SOUTH MURVAUL WSC	0 00	0 00	0 00	0 00
CHILD PROTECTIVE SERVICES	88,009 27	38,437 20	10,699 06	115,747 41
PANOLA COUNTY HEALTH FUND	3,875,179 50	188,962 26	485,215 54	3,578,926 22
PANOLA COUNTY AIRPORT	343,291 49	26,470 33	20,258 09	349,503 73
ROAD BOND 1971	281,450 65	380 54	0 00	281,831 19
PERMANENT IMPROVEMENT	221,181 62	297 34	0 00	221,478 96
JAIL IMPROVEMENT	214,179 71	288 00	0 00	214,467 71
RETIREE HEALTH BENEFITS TRUST	27,419,046 11	271,437 98	259,084 26	27,431,399 83
MEMORANDUM TOTAL ONLY	63,629,559 02	1,701,204 93	6,721,421 64	58,609,342 31
BALANCE REPRESENTED BY				
DEMAND DEPOSIT - FIRST STATE BANK & TRUST	11,229,637 23			
INVESTMENTS - FIRST STATE BANK & TRUST	47,600,000 00			
PLUS CASH/CHANGE FUND	1,850 00			
PLUS INTANGIBLE ROYALTY INTEREST	7,600 00			
ADVANCED TAX CERTIFICATE OF DEPOSIT	0 00			
ACCRUED REVENUES RECEIVABLE	22,684 48			
LESS DEFERRED TAX REVENUE	0 00			
LESS ACCRUALS & PAYABLES	(252,429 40)			
FUND BALANCE AS OF JUNE 30, 2016	58,609,342 31			

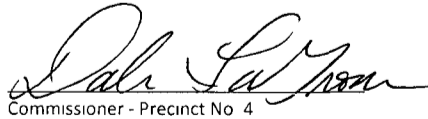
We, the undersigned County Judge and Commissioners, in and for Panola County, Texas, hereby certify that we have this date 13th made an examination of and compared the County Treasurer's Quarterly Report, filed with us on this February day of 2017, and have found the same to be correct and in due order, and have ordered the proper credits to be made in the accounts of the said County Treasurer, in accordance with said order as required by Law and provided for in the Revised Statutes of the State of Texas


County Judge


Commissioner - Precinct No 1

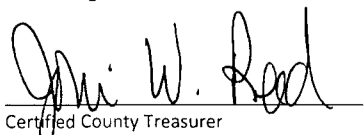

Commissioner - Precinct No 3


Commissioner - Precinct No 2


Commissioner - Precinct No 4

SWORN TO AND SUBSCRIBED BEFORE ME, County Judge and County Commissioners of said Panola County, each respectively, on this 13th day of February 2017

I, Joni Reed, Certified County Treasurer of Panola County, certify that the above and foregoing report is true to the best of my knowledge


Certified County Treasurer

County of Panola, Texas
Request for Proposal (RFP) February 13, 2017

Justice of the Peace Courts 1 and 2
Combined Court Management System

I. Instructions

A. Background Information.

Panola County is interested in obtaining proposals for a Court Management System, including hardware, and application software that meet the specifications defined in this RFP. The County is only interested in proposals that offer an integrated, total solution for automating the essential services and operations of its two Justice of the Peace Courts.

B. Definitions. This Request for Proposals uses the following defined terms:

1. "Application Software" means the software modules that together will deliver court management capabilities as described in the specification stated in this RFP.
2. "Contract" means the contract awarded for goods and services through this RFP
3. "Court Management System" or "System" means the Combined Court Management System solicited for in this RFP which will be comprised of the Hardware and the Application Software.
4. "County" means Panola County, Texas
5. "Proposal" means the proposal submitted by each Proposer in response to this RFP
6. "Proposal Forms" means those forms attached to and incorporated into this RFP for use by the Proposer in preparing a Proposal.
7. "Proposer" means the person or entity submitting a Proposal.
8. "Hardware" means the hardware additional to the hardware currently used by the County that will be necessary to operate the Court Management System in accordance with the specifications stated in this RFP.
9. "Request for Proposals", or "RFP" means this Request for Proposal xx-xx and all documents attached hereto.
10. "Specifications" means the specifications for the components of the Court Management System as stated in this RFP.
11. "Vendor" means the Proposer that is selected for the award of the Contract.

C. Goods and Services to be provided.

The proposed Court Management System must provide the County with the capabilities of maintaining dockets for the Justice of the Peace Courts, managing collection, inquest, and warrant activities, provide for customized reporting and accessibility of records, remote access by County judiciary staff, imaging, creation of forms, payment collection, and backing-up and preserving and protecting information in accordance with applicable legal requirements.

The Court Management System must have web-based components that will allow the public to

access certain case information and to make payments online, and to allow members of the judiciary and administrative staff of the County to access and perform essential operations through the Court Management System remotely.

The Court Management System will need to be configured for use on eight (8) different computer stations located across three (3) office spaces, and will need to be accessible to seven (7) different County employees. The existing court management System is currently accessed and used by 7 different members of the judiciary and administrative staff. The Court Management System must be able to efficiently meet the Specifications under an annual caseload of approximately 5,500 cases.

The Vendor that is awarded a contract through this RFP must be the support organization for all Application software. The System provided under the contract must provide for the integration and sharing of information among the offices of the Justice of the Peace Courts on a single multi-user System. The Vendor shall obtain all hardware and Application Software licenses, shall install all hardware and implement all Application Software, convert the County’s existing databases for use within the new System, and train the County’s offices for the use of the Court Management System

The County’s current court management System for its Justice of the Peace Court’s is operated with the following hardware. If additional hardware is needed for the operation of the System in accordance with the Specifications, the Proposer shall identify the hardware and its cost using the Pricing Proposal Worksheet incorporated into this RFP.

Hardware Make and Model	Quantity
Desktops and O/S	
JP 1	
Dell Desktop w/ Raid Drives; Windows 7 (functions as server for current software)	1
HP Desktops, Windows 7	3
JP 2	
HP Pro, Windows 8	2
HP 2600 Workstation	1
HP Elite Desk 705 GI SFF	1
Printers	
JP 1	
HP 577 Wide Pro 577z	1
Xerox MFP 6180 all-in-one laser printer	1
HP 2605 laser printer	1
JP2	
HP 577 Page Wide Pro 577z	1
HP Color Laser Jet 3800	1

Brother J4420DW	1
Scanners	
JP 1	
HP 577 all-in one	1
JP 2	
Brother J4420DW	1
HP 577 Page Wide Pro 577z	1
Monitors	
JP1	
PLANAR, MD#PLL2410W	4
JP 2	
PLANAR – PLL 2410W	3
HP V241	1
Modems	
JP 2	
HP Elite Desk 705 GI SFF	1

D. Timeline.

1. Solicitation and Award

Date	Event
February 15 and 22, 2017	Notice of RFP published
March 8, 2017	Due date for questions
March 22, 2017	Response to proposer questions
April 10, 2017	Due date for proposals/Opening of proposals
April 24, 2017	Recommendation to Panola County Commissioners Court

The dates provided above are subject to change at the discretion of the County. The County will post notice of any such changes on its website.

2. Installation and Implementation. Installation and implementation of the Court Management System should begin within 10 days of the execution of the Contract and should be completed, along with all of the training required for County use of the System, within 6 months of the execution of the Contract. The installation, implementation, and initial training will be deemed complete when the County gives the Vendor written notice that it has accepted the System.

The Vendor will submit its initial invoice for goods and services rendered no later than the 15th

calendar day of the month that immediately follows the month in which the System has been accepted by the County. To illustrate, if the County accepts the System on August 10, 2017 the Vendor's first invoice will be due to the County on or before September 15, 2017. Following the initial invoice, the Vendor's submission of invoices and the County's payment of those invoices, shall be on a quarterly basis (once every three months).

The initial term of the Contract will expire at the end of the 12-month period that begins on the date that the County accepts the System. The Contract shall automatically renew on an annual basis for four (4) additional twelve-month terms, for a total lifetime term of five (5) years following the County's acceptance of the System. The County, at the end of any term, or upon the expiration or termination of the Contract for any reason, will have the option of extending the Contract on a month-to-month basis for a period not to exceed 12 months. Notice of each month-to-month extension shall be given on or before the 15th day of the month preceding the extension. The County requires pricing to remain firm for the duration of the Contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the County to declare a proposal non-responsive.

E. General Matters. Questions regarding proposals should be directed to Judge LeeAnn Jones at leann.jones@co.panola.tx.us; with copies to Judge Lora Taylor at lora.taylor@co.panola.tx.us, and Judge David Gray at david.gray@co.panola.tx.us, no later than March 8, 2017. Responses will be posted on the County's website on or before March 22, 2017, unless otherwise indicated by the County.

Proposals are legal and binding when submitted.

A Proposal must be submitted on a reproduced copy of the Proposal Forms supplied, including any addendum(s) which may be issued, and must be submitted in a sealed envelope which shall be clearly marked: Panola County Justice of the Peace Courts 1 and 2, RFP for Court Management System. Each submission shall include: One (1) printed and signed original copy of the Proposal, three (3) hard copies of the Proposal, and one (1) electronic copy in PDF of the Proposal.

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE COUNTY JUDGE, PANOLA COUNTY COURTHOUSE, ROOM 216 A, CARTHAGE TEXAS 75633, ON OR BEFORE THE DEADLINE FOR RECEIPT OF PROPOSALS, WHICH IS 9:00 A.M. ON APRIL 10, 2017. The Proposer is solely responsible for timely delivery to the stated location. Proposals delivered to County locations other than the address specified above will not be considered received by the County until they physically arrive at the Office of the County Judge (Room 216A). The County shall not be responsible for delays in delivery resulting from any need for the County to transport a proposal from another County location to the specified location, or error or delay on the part of any carrier used to do so, or of any carrier utilized by Proposer. Proposals received in the Office of the County Judge after the stated time and date will not be considered.

Proposals will be opened in the Commissioners Courtroom, Panola County Courthouse, Carthage, Texas during the meeting of the Commissioners Court that will commence at 9:00 a.m. on April 10, 2017. The names of the proposers will be read out loud, but the contents of the

proposals will not be disclosed to competing offerors and will be kept secret during the process of negotiation. Proposals must be signed by the Proposer.

No Proposals may be withdrawn for a period of ninety (90) days subsequent to the deadline for receipt of proposals without the prior written consent of the Panola Count Commissioners Court.

Proposals must be addressed as follows:

Justice of the Peace Courts. 1 and 2
Court Management System RFP Response
c/o Judge LeeAnn Jones
County Judge
110 Sycamore, Room 216-A
Carthage, TX 75633

The Proposer awarded the Contract, prior to execution of the Contract, must provide proof of commercial liability insurance in the amount of One Million Dollars (\$1,000,000.00), along with any other required insurance coverage specified in the Contract.

The County reserves the right to waive any informalities or irregularities of Proposals, to request clarification or information submitted in any Proposal, to request additional information from any Proposer, or to reject any or all proposals, and to re-advertise for Proposals. The County also reserves the right to extend the date or time scheduled for the opening of Proposals and, to the extent authorized by law, to negotiate contract terms with the Proposer

The award of a contract, if made, will be to the responsible and responsive Proposer submitting the Proposal which is deemed by the County, in the sole discretion of the County, to be the most advantageous to the County, price and other factors being considered

F. Evaluation Criteria.

1. Minimum Standards for Responsible Prospective Proposers

- a. Adequate financial resources to perform all duties and obligations
- b. Ability to comply with approved delivery schedule
- c. Established record of performance
- d. Established record of integrity and ethics

2. Relative Weighting of Evaluation Criteria

- a. **35%** Proposer's Qualifications/Experience/Performance History and Financial Status
- b. **25%** Proposed Pricing
- c. **20%** Demonstrated ability to meet needs of County as it grows through enhancements and upgrades
- d. **20%** Proposer's support services, including experience and skills of support

service and personnel

II. FUNCTIONAL AND TECHNICAL SPECIFICATIONS

The Proposer, by submitting a proposal, represents that the goods and services offered in the Proposal meets or exceeds the following Specifications.

The specifications stated in this RFP are intended to provide proposers with sufficient information to enable them to prepare and acceptable response to this RFP.

A. FUNCTIONALITY The Proposed Application Software must include the following functions and features-

Maintaining dockets for the Justice of the Peace Courts, managing collection, inquest, and warrant activities, provide for customized reporting and accessibility of records, imaging, creation of forms, online payment collection, and backing-up, preserving and protecting information in accordance with applicable legal requirements.

The Court Management System must have web-based components that will allow the public to access certain case information and to make payments online, and to allow members of the judiciary and administrative staff of the County to access and perform essential operations through the Court Management System remotely.

1. The Proposed Hardware must be capable of operating the Application Software.
2. The Proposed training and support must be sufficient to ensure the most efficient use of the Court Management System without delaying the functions of the Panola County Justice of the Peace Courts.
3. The Court Management System must have the capacity to integrate County data stored through its current court management software. The installation and implementation of the Court Management System must include the conversion of the County's data from the current Court Management System for accessibility and usage within and by the Combined System
4. Docket Maintenance. The System must provide the capabilities to maintain dockets for the following functions of the Courts:
 - a. Justice Court Criminal
 - b. Justice Court Civil
 - c. Small Claims Court Civil
 - d. Misdemeanor/Warrant
 - e. Eviction
 - f. Administrative Hearings
 - g. Examining (Felony)
 - h. Bail Settings
 - i. Mental Commitments
 - j. Juvenile

- k. Hot Checks
- l. Miscellaneous

B. Collection and Fee Maintenance. The System must provide capabilities for the following Court operations relating to collections and fees:

1. Automatic distribution of state fees
2. Electronic posting of payments
3. Prorating of court costs
4. Computer generated live receipts
5. Miscellaneous over the counter fee collection
6. Complete payment history
7. Accounting for partial payments
8. Post credit for jail time or community service
9. Post credit card payments through direct deposit.

C. Inquest Maintenance. The System must provide the following capabilities for the Courts' inquest functions:

1. Maintenance of pertinent inquest information
2. Maintenance of unlimited testimony information
3. Maintenance of unlimited Justice findings
4. Ability to access cases by name, inquest number or date
5. Printing of inquest transcript

D. Warrants. The System must provide the following capabilities to support the Courts' warrant operations:

1. Ability to automatically file and maintain needed Failure to Appear cases
2. Ability to add necessary collectible information
3. Printing of failure to appear and violations of written promise to appear
4. Printing of complaints for Failure to Appear.
5. Printing of warrant worksheet list
6. Printing of list of cases eligible for Non Resident Violation Compact.

E. Accessibility of Records. The System must allow the user to the ability to access records as needed by:

1. Defendant
2. Plaintiff
3. Case number
4. Personal Identification Number
5. Ticket Number
6. Driver's license

F. Docketing. The System must allow the user to schedule, search, produce reports from, and complete other essential functions with respect to the dockets. The docketing capabilities of the System shall include, at a minimum:

1. Calendaring by cases set for trial
2. Create docket book by all types of disposed cases with index
3. Create docket book by all types of cases within a user defined range with index
4. Generate and print a cases dismissed report
5. Generate and print a summary description of cases filed within a given date range
6. Generate and print a list of warrants by officer
7. Generate and print a list of current warrants by case type
8. Generate and print the Texas Judicial Council Monthly report.
9. Generate and print automated reports for convictions
10. Print labels for shucks
11. Generate and print judgment search listing for credit bureau searches
12. Generate and print various legal documents as needed by the Courts including
 - a. Hot Check warrants
 - b. Felony warrant
 - c. Citations
 - d. Mailed summons
 - e. Citations
 - f. Subpoenas
 - g. Abstracts of judgment
 - h. Second notices automatically selected 14 days after filing date
13. The ability to generate forms will include the ability to design forms and merge information from case files.

G. Collections. The System will allow the user to generate the following types of reports:

1. Collections
2. Accounts receivable
3. Current status report of cases for any given officer
4. Spread sheet collection report
5. GASB-34
6. Jail time credit
7. Community service credit
8. Collections by direct deposit
9. Collections by treasury account

H. On-line Payment and Delinquent Collection. The System must support the receipt of on-line payments and delinquent collections by including the following capabilities:

1. Defendants able to inquire, plead and pay fines for Justice Court on-line. This function must include real time information and be available 24/7
2. Payments made online must be posted immediately to individual cases and be

viewable by the Court.

3. System will not allow users to post incorrect cases, courts, or payment amounts.
4. County must be able to generate reports for payments made and received in real-time to ensure that Court has most current information when handling cases.
5. Allow for tracking of collections fees that may be applied to balances if the County uses a third-party debt collection service.

I. Attorney/Bondsmen Maintenance. The System must have the capabilities to:

1. Maintain attorney/bondsman name, address and telephone number
2. Print listing of all attorneys and bondsmen
3. Generate list of attorney/bondsman by case
4. Show attorney/bondsman information on each docket.

J. Imaging System. The System shall include an integrated imaging system that will provide the following capabilities:

1. Assist the County in moving towards a paperless environment
2. Ability to attach and retrieve images specific to single cases
3. Image-types that can be incorporated into case files will include documents, photographic images, and video.

K. MINIMUM REPORTING REQUIREMENTS

1. The Application Software shall provide standard reports as well as an ad-hoc reporting tool used for user defined reports that can be sorted, grouped or filtered on all data elements or combination of data elements by the user on an as needed basis.

2. The Application Software shall provide the ability to export report content and other data to MS Excel, MS Word, PDF, HTML, and other file formats.

3. The Application Software shall be able to produce up-to-the-minute historical reports that include summary and/or detailed information based upon user-defined parameters.

4. The Application Software shall be able to produce reports from archival information going back at least three (3) years.

5. The Application Software should provide an easy-to-use tool to extract data from any data field user-defined reports.

6. Reports by Date / Offense. The System must allow the user to generate and print reports based on criteria relating to date ranges and offense/charge type.

7. State Mandated Reporting. The System must allow the user to generate any and all reports required by the State of Texas, as those requirements may be updated or changed from time to time. The Vendor shall modify the System in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the State of Texas.

8. OCA Reporting. The System must allow the user to generate and print reports for yearly Office of Court Administration (“OCA”) reporting to balance what has been done monthly, and must accommodate changes in any reporting requirements as may be made from time to time by the OCA.

L. **HB 1295** The System shall maintain records for HB 1295 compliance and shall allow the user to generate reports to ensure compliance.

M. SECURITY

The proposed Court Management System must allow the County to protect sensitive personal information and confidential documents in accordance with all applicable laws. In addition, the Court Management System must be able to control what actions a user can perform on a document. Data encryption must be FIPS compliant

N. TRAINING

1. The Vendor shall provide on-site training to County personnel and should cover all aspects of the System , including but not limited to configuration, data entry, workflow/notifications, querying, reporting (including ad-hoc reporting tools), and technical functions

2. The training shall be live and in person.

3. The Vendor shall provide the training program in accordance with a schedule approved by the County. The County Staff receiving training should receive high level familiarization training before the County accepts the System as well as in-depth training to enable the County to make informed decisions regarding Court Management System configuration and use that meet the needs of the County.

O. SUPPORT AND MAINTENANCE

1. The Vendor shall provide telephone support during the hours of Monday through Friday, 8 a.m. through 5 p.m. Central Time

2. The Vendor response time should be within four (4) hours, and a resolution provided within forty-eight (48) hours of the initial support request, unless the Vendor notifies the County within the forty-eight (48) hour period that it will not be able to provide a resolution within such period of the initial support request, in which event the Vendor shall use its best efforts to provide a resolution as soon as reasonably possible

3. Support shall include but is not limited to, free software upgrades, patches, scripts, and any other form of support to resolve the support request.

P. ARCHIVING

1. The System should allow for at least three (3) years of online data and provide for the restoration of archived data

2. The System should also provide the capability of archiving and purging selected data

3. The System shall provide for the backing-up of data and accessibility of data following an unforeseen event. This capacity may consist of both physical and cloud based storage.

Q. EXPANSION AND SPARE CAPACITY:

1. The Vendor shall design the Court Management System in such a manner that it will handle up to a 25% increase in operational capacity size (e.g., adding additional online data) and that the increase in the capacity of the Application Software will not adversely affect

performance or availability or require design modifications

2. The Vendor shall design the Application Software to accept additional users without an adverse effect on the System or the overall Court Management System design.

R. DOCUMENTATION

1. The Vendor shall supply to the County all necessary documentation to allow the County to independently operate the Application Software.

2. The Vendor shall provide such documentation in both paper and when available, electronic formats prior to the County's acceptance of the System. The following documentation shall be provided, in a searchable format for future modification and upkeep:

a. Implementation plan and schedule to include resource requirements, milestones and detail tasks necessary to meet the requirements set forth in the Proposal. The plan and schedule shall include the Vendor and implementation team members

b. Weekly Status Reports for the Vendor's implementation activities

c. User documentation.

d. Training Plan and Training manuals.

e. Application Software administrator documentation.

f. Detailed Court Management System manuals that shall thoroughly explain and document setup, configuration, use and maintenance of the System.

g. Detailed Court Management System and database architecture and configuration design, including an entity relationship diagram or detailed schematic for all database tables used in the System.

h. Detailed documentation for System installation and integration, both internally and with external applications. Detailed installation instructions shall be provided for all software components, including client computers, network servers, peripheral devices, databases and any other Vendor supplied utilities or existing customer assets which are required for the software to be implemented and supported by the County's Information Technology department.

i. Detailed documentation of backup, restore, refresh and/or recovery procedures.

j. Detailed documentation of all standard and custom interfaces.

k. Detailed Court Management System and performance test procedures.

l. Inter-operation test procedures.

m. Acceptance test procedures.

n. On-line Help Documentation shall be provided in an industry standard with a searchable help format. On-line Help Documentation should allow modification for County specific help instructions.

o. The County has the right to use the same documentation and materials and to reproduce and provide access of the same to its agents, representatives, contractors and potential contractors.

S. SYSTEM INSTALLATION

1. The Vendor shall coordinate with the in the County the installation, calibration, programming and testing of the System.

2. The Vendor shall submit with its proposal a schedule for the installation and implementation of the System that includes specific tasks and milestones

T. ACCEPTANCE TESTING

1. The County shall give the Vendor written notice of acceptance or non-acceptance of the Court Management System (the "Acceptance Period") within thirty (30) days of the Vendor's written notification of the County of the completion of the implementation

2. The County shall not refuse to accept the Court Management System unless, in the sole discretion of the County, all or portions of the Court Management System fail to substantially perform in accordance with the criteria set forth in this Specification and the other Contract Documents

3. Any notice of non-acceptance shall describe the failure of the Court Management System in reasonable detail and the County shall provide the Vendor with documentation and explanations, together with underlying data, to substantiate the failure and to assist the Vendor in its efforts to diagnose and correct the failure. Vendor shall have three days within which to correct any such failure (the "Cure Period")

4. If, within the Cure Period, the Vendor does correct the failure, then the Vendor shall give written notice to the County certifying that the failure has been corrected, and another Acceptance Period of the same duration as the initial Acceptance Period shall begin upon delivery of the corrected Application Software or Hardware to the County. The County, at its discretion, may terminate the contract if the Vendor does not correct the failure during any Acceptance Period following the initial Acceptance Period.

5. Each Court Management System component shall be tested by the County for functionality and integration with the County's current databases. Acceptance of any part or the entirety of the Court Management System by the County shall not excuse Vendor from performing in accordance with its warranties and representations.

- a. These tests shall include but are not limited to the following
- b. Testing of all System components and requirements.
- c. Testing of ad-hoc and standard reporting tool.
- d. Record and field locking.
- e. Back-up and restore capabilities.
- f. On-line help capabilities.
- g. Audit trail capabilities
- h. Security.

U. CONFIDENTIAL INFORMATION

1. In the course of performing the Contract work, the Vendor may gain access to security-sensitive and other confidential information of the County.

2. The Vendor agrees to hold all County data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Vendor's non-disclosure obligations.

3. The Vendor shall seek the County's prior written consent before using for any purpose other than the fulfillment of the Vendor's obligations hereunder, or before releasing, disclosing, or otherwise making such confidential information available to any other person

4. The Vendor shall employ such practices and take such actions to protect the County's confidential information from unauthorized use or disclosure as the Vendor employs and takes to protect its own confidential information, but in no event shall the Vendor use less than reasonable efforts to protect the confidentiality of the County's confidential information

III. PROPOSAL CONTENTS

Each Proposer shall submit with its Proposal the information and documents described below. The information shall be submitted on one-sided 8½" x 11" pages. The information presented in the Response should follow the order by which the information is requested in this RFP. Where the information requested is to be delineated in a table, the Proposer shall use the tables provided. The Proposer may supplement the responses with additional pages as needed. The Proposer is required to complete and include responses to the Proposal Price Worksheet included herein

The pages of the Proposal must be numbered and responses to each request for information must be clearly referenced. The enumerated requests for which a response is required are as follows:

1. Each Proposer shall provide with its Proposal a summary Project Plan that describes the Proposer's approach to the successful implementation of the proposed Combined System. (The implementation of the Court Management System referred to as the "project" below). Each Proposer shall, in the order below:
 - a. Identify and describe the methodology proposed for the implementation of the proposed Combined System , including a high level timeline and brief descriptions of key tasks, key milestones, key deliverables and major contingencies for the various stages of the project
 - b. Describe how the progress of the implementation of the project will be tracked and how progress is measured;
 - c. Describe how the Proposer will manage the scope of the project, including the tools used for project planning;
 - d. Describe how the Proposer will incorporate a training program and user acceptance testing in the Project Plan.
2. Each Proposer shall document its staff, experience and qualifications by providing in its Proposal a staffing plan describing the manner in which it plans to manage and staff the awarded Contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget.
3. Each Proposer shall include a training plan documenting the approach the Proposer intends to utilize to train County implementation team members, and County personnel hired during the term of the Contract as requested by the County, in relation to features and functionality of the proposed Combined System. The training plan should include, but not limited to
 - a. The approach to training,

- b. An outline of the training and the type and number of hours of estimated training for each type of participant,
 - c. A list of training materials and manuals to be provided and how you will ensure the completeness of subject matter,
 - d. The approach to evaluating the training effectiveness, and
 - e. The media through which training will be provided.
4. Each Proposer describe its approach to providing successful support and maintenance for the duration of the Contract.
 5. Each Proposer shall include the Proposal Price Worksheets included in this RFP, completed and executed as described herein.
 6. Each Proposer shall provide the County with its technology requirements for the proposed System on the form provided. The technology requirements shall include the following:
 - a. Each Proposer shall provide the County with its Proposal technology related hardware and software requirements.
 - b. Describe the minimum, recommended, and optimal operating environment for the proposed solution, including, but not limited to, licensing, proposed modules, recommended hardware design, operating Court Management System, database and network requirements.
 7. Each Proposer shall describe any and all tools necessary for the implementation and ongoing support of the solution, including any third-party products or software. This includes tools for customization, standard and ad hoc reporting and querying. Each Proposer shall discuss whether the tools are included in the Proposal or will need to be purchased separately.
 8. Each Proposer must state in its Proposal its exceptions to the Contract, including each of its Appendices, as attached to and incorporated into this RFP. The County's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the County and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the County to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the County. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or

condition that they take exception to or desire to change.

9. Proposer is advised to determine if it is required under Chapter 176 of the Texas Local Government Code to file a completed Conflict of Interest Questionnaire with the County; if so, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted with Proposer's Proposal.
10. A Proposer who is awarded a Contract under this RFP must comply with the requirements of Texas Government Code Section 2252.908 and provide the County with the Proposer's disclosure certificate in accordance with Section 2252.908.

**PANOLA COUNTY, TEXAS
JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT
SYSTEM
PROPOSAL PRICE WORKSHEET**

A. Software and Support

Module	License Type*	Total Users	Annual Cost
Total Annual Cost for Software and Support (this obligation shall commence on the date the Combined Court Management System is completely operational, tested, and accepted by the County and shall			\$

* * To indicate the license type, use the following designators: "C"= Computer; "E"= Enterprise; "N" = Named User, Single Server; "O"= Other; "U" = Concurrent User

continue in effect for each 12 month period thereafter). The date on which the Combined Court Management System is accepted is the Acceptance Date.	
---	--

B. Hardware

(Provide a description of the proposed hardware that County will need to purchase to augment its current hardware and System s to ensure full functionality of the System)

Hardware	Number of Units	Price
		\$
		\$
		\$
		\$
Total Hardware Cost		\$

C. System Installation, Implementation and Training

Total Cost for Installation, Implementation and Training	\$
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PANOLA COUNTY, TEXAS

RFP XXX-XX JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT SYSTEM

PROPOSAL FORM

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the County that: (i) except as may be disclosed in writing to the County with its Proposal, no officer, employee or agent of the County has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the County in connection with the submission of this Proposal or the County's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the County prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the County in the form of Contract attached (properly completed in accordance with said Proposal Documents). The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the County to the next ranked Proposer, or the city may re-advertise for Proposals.

The Proposer further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer. Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by

number)

Addendum No. Date Addendum No. Date Addendum No. Date

It shall be the responsibility of each Proposer to visit the County’s website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The Proposer agrees to provide the County (1) for the County’s use for the duration of the Contract, all hardware, software, firmware, and software licenses for an operable and acceptable Court Management System , and (b) Implementation services, including labor, supervision (project management), installation, configuration, customization, and integration, Training, users manuals, associated documentation, on-going support and maintenance services, warranty, testing of the hardware and software, tools and equipment, and all other items necessary or proper for, or incidental to, such Court Management System , as described in the Contract Documents, including, but not limited to, the cost of the specified insurance coverage for the following:

TOTAL PROPOSAL PRICE FOR COURT MANAGEMENT SYSTEM

	Proposed Price (Printed Dollar Amount)	Proposed Price
Annual Cost of Court Management Software and Support	\$	\$

	Proposed Price (Printed Dollar Amount)	Proposed Price
Installation, Implementation and Initial Training	\$	\$

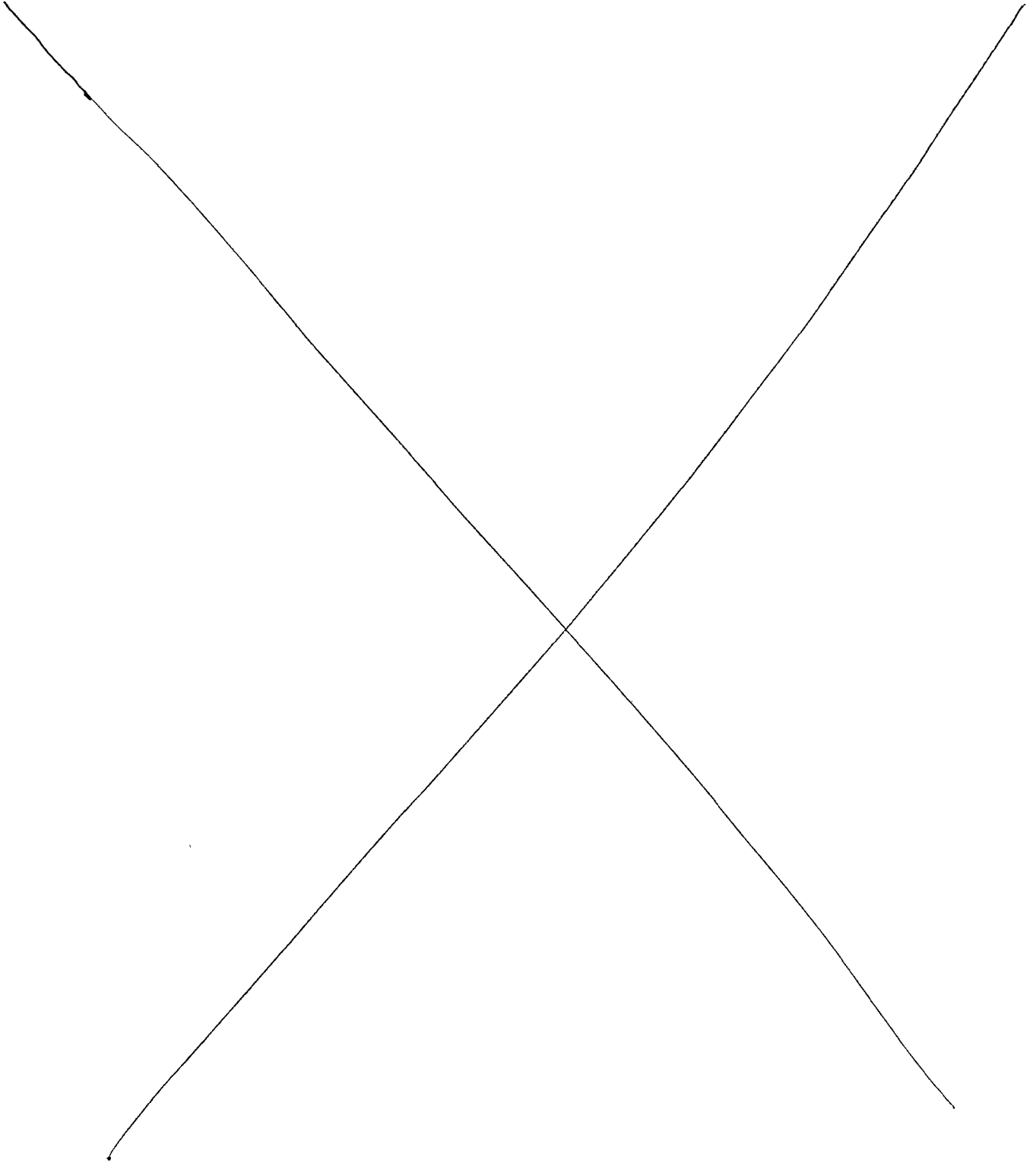
	Proposed Price (Printed Dollar Amount)	Proposed Price
Total for all Hardware[§]	\$	\$

† To be paid on a prorated quarterly basis

‡ To be paid through initial invoice

§ To be paid through initial invoice

[REMAINDER OF PAGE LEFT BLANK]



Legal Business Name: _____

Federal Tax ID : _____

Address

By: _____

Printed Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

(Legal Name)

(Authorized Officer's Name Printed or Typed)

(Signature of Authorized Officer)

(Authorized Officer's Title Printed or Typed)

ATTEST: _____
(Secretary)

(Affix Corp Seal Here)

The Proposer is a corporation or other state-chartered business entity organized under the laws of the State of _____, and authorized by law to make this proposal and perform all work and furnish materials and equipment required under the Contract Documents. If Proposer is a foreign corporation or other business entity, the corporation or entity ____ is or ____ is not registered with the Secretary of State of the State of Texas. Foreign corporations or other foreign state-chartered business entities must be legally authorized to conduct business in the State of Texas as a condition to entering into a Contract with the County.

REFERENCES

List below ten customers in the State of Texas for whom you have provided Court Management System Implementation services in the past or with whom you are presently contracting. Ensure references below have been contacted and agree to provide the County with a reference including answers to questions posed by the County. References should relate to services of a type similar to the obligations presented in this proposal.

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

5. COMPANY NAME. _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

6. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

7. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO : _____

E-MAIL: _____

8. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

9. COMPANY NAME: _____

ADDRESS. _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

10. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO : _____

E-MAIL. _____

**PANOLA COUNTY, TEXAS
CONTRACT FOR
JUSTICE OF THE PEACE COURTS 1 AND 2
COMBINED COURT MANAGEMENT SYSTEM**

This Contract (the "Contract") for the sale and purchase of a Combined Court Management System ("Combined Court Management System", or "System") comprised of hardware, software, and services is by and between Panola County, Texas, (hereinafter, "County"), and _____ (hereinafter "Vendor"), with its principal place of business at _____. This Contract is based on Panola County RFP xx-xx (the "RFP"), any and all addenda to the RFP, the Vendor's Proposal made in response to the RFP, and the Vendor's Best and Final Offer, each of which is fully incorporated herein.

**ARTICLE I.
TERM, PRICING, PAYMENT**

A. Term of Contract

1. **Installation and Implementation Period.** Vendor shall commence with installation and implementation of the System in accordance with the Specifications stated in the RFP (the "Specifications"), including the provision of any required training for County employees, on or about _____, 2017 (the "Start Date") and proceed continuously until the Combined Court Management System is completely operational and accepted by the County.

2. **Acceptance by the County.** After the Vendor has demonstrated to the County's satisfaction that the System has been installed and implemented in accordance with the Specifications and has provided all initial training to County employees, the County will acknowledge in writing its acceptance of the System. The Vendor must complete installation and implementation of the System within the six month period immediately following the Start Date. The date on which the County notifies the Vendor in writing of its acceptance of the System is hereafter referred to as the "Acceptance Date."

3. **Contract Term.** The initial term of the Contract shall be for a period that expires 12 months following the Acceptance Date. The Contract shall automatically renew on an annual basis for four (4) additional twelve-month terms, for a total lifetime term of five (5) years following the Acceptance Date.

4. **Month-to-Month Option.** The County, at its sole discretion, at the end of any term, or upon the expiration or termination of the Contract for any reason, will have the option of extending the Contract on a month-to-month basis for a period not to exceed 12 months. Notice of each month-to-month extension shall be given on or before the 15th day of the month preceding the extension. The County requires pricing to remain firm for the duration of the Contract.

B. Product and Service Offerings.

1) All goods and Services provided under this Contract shall meet the Specifications. The term "Services" as used in this Contract means the installation, implementation, training, and maintenance services to be provided by the Vendor under this Contract.

2) Vendor shall not install or implement any Hardware or Software, or improvements, upgrades, or extensions to any Hardware or Software, other than what is described in the Specifications and set out in Schedule 1, without the County's prior written consent. The terms "Hardware," and "Software," as used in this Contract, shall mean the hardware and software provided by the Vendor under this Contract and specified in Schedule 1.

3) 10% Limit. If the Vendor proposes a New Version, as that term is defined in Schedule 2, for inclusion into the System, the County's Total Annual Cost for the Software and Support, as specified in Schedule 1, shall not increase by more than 10%.

4) 25% Limit. Vendor shall not propose for inclusion into the System any New Versions, or new hardware, if the inclusion of the New Version or new hardware would, when considering any and all other additions to the System proposed by the Vendor, increase the Total Contract Amount by more than 25% during any 12 month Contract term. The term "Total Contract Amount," means, if during the first year of the Contract, the combined sum of the "Total Cost for Installation, Implementation, and Training," "Total Annual Cost for Software and Support" and "Total Hardware Cost," as each is identified in Schedule 1, and any additional costs incurred by the County under this Contract during the initial year. For subsequent Contract years, the term "Total Contract Amount," means the combined sum of the "Total Annual Cost for Software and Support" as specified in Schedule 1, and any other costs incurred by the County under this Contract during the relevant 12 month Contract term.

5) The immediately preceding subsections I, B, (3) and (4), 10% Limit, and 25% Limit, shall not apply to any changes to the System necessitated by changes in applicable State or Federal law

C. Quantities and Pricing.

All goods and Services provided under this Contract shall be provided by the Vendor in the quantities and at the prices shown in Schedule 1, attached hereto. The prices shown in Schedule 1 shall remain unchanged for the duration of the Contract.

D. Invoices, Payments, Ownership of Hardware.

1. Invoices. (a) Invoices shall be submitted by the Vendor directly to the County and shall be issued in compliance with Chapter 2251, Texas Government Code. Invoices shall be submitted on a quarterly basis (once every three calendar months) with the first invoice being submitted no later than the 15th day of the calendar month immediately following the month of the Acceptance Date.

(b) Initial Invoice. The first invoice shall consist of: (i) the Total Hardware Cost, as specified in Schedule 1, in a total amount not to exceed \$ _____; (ii) the Total Cost For Installation, Implementation and Training, as specified in Schedule 1, in a total amount not to exceed \$ _____; and (iii) ¼ of the Total Annual Cost for Software and Support, as specified in Schedule 1, in a total amount not to exceed \$ _____.

1) The Vendor, within five (5) days of receiving the County's payment for the initial invoice, shall provide the County with a written receipt acknowledging the County's purchase and full ownership of the Hardware.

2) The County's ownership of the Hardware following its payment of the initial

invoice is not dependent on the Vendor's provision of a written receipt.

(c) Subsequent Invoices. The second quarterly invoice and all subsequent invoices shall be for ¼ of the total cost for Court Management Software and Support in an amount not to exceed \$_____ for each such invoice.

2. Payments The County shall comply with Chapter 2251, Texas Government Code, in making payments to the Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments by either direct payment from the Vendor or by set-off.

**ARTICLE II.
LICENSE PROVIDED**

A. Definitions.

For the purposes of this Article II to the Contract, the below terms are defined as follows. All other defined terms used shall have the same meaning as given elsewhere in this Contract:

1. "Confidential Information" in addition to any information designated as confidential under Article IV of this Contract, means all trade secrets and any other proprietary information supplied to County by Vendor, including all items defined as "confidential information" in any other agreement between County and Vendor whether executed prior to or after the date of this Contract.

2. "Documentation" means any instructions manuals or other materials, and on-line support files regarding the use of the System that is provided by Vendor, and includes the "Software-related-Documentation."

3. "Site" or "Sites" means the physical location(s) of one or more CPUs at which County is entitled to Use the Software.

4. "Software Maintenance", means the services described in Schedule 2 of the Contract, Maintenance Terms.

5. "Software-related-Documentation" means Documentation relating specifically to the Software.

6. "Update" means error corrections or fixes to the version of the Software specified in Schedule 2 of the Contract.

7. "Use" or "To Use" means utilization of the Software by County for its own internal information processing services and computing needs.

B. Grant of License

1. Upon County's acceptance of the System, Vendor shall grant the County a non-exclusive, perpetual, limited, non-transferable license for the number of users specified in Schedule 1 ("Users") to: (1)

Use the Software on the County's database servers and application servers (the database servers and application servers shall be referred to as the "Enterprise"), and (2) use the Documentation in connection with Use of the System. To the extent allowable under applicable retention laws and County policies, the County may copy, in whole or in part, any printed material relative to the System that may be provided by Vendor under this Contract solely for its internal purposes in connection with its use of the System. Additional copies provided by Vendor will be billed to County at Vendor's standard rates. Except as provided above, use of the Software in excess of limits defined in the attached Schedule 1 requires additional fees. County's license for the Software and Software-related-Documentation is to use the Software and Software-related-Documentation in its own business; County has no right to use the Software or Software-related-Documentation in processing work for third parties.

2. The County agrees to keep the original and any copies of the Software at the same location as the County's designated servers, except that a machine-readable copy of the Software may be kept at another facility for archive or emergency restart purposes only. However, if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be deleted from the backup servers and returned to the Enterprise

3. The Vendor shall issue to County, as soon as practicable after the Effective Date, the number of machine-readable copy or copies of the Software set forth in Schedule 1, for use at the Sites only, along with the accompanying Software-related-Documentation.

4. The County shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Users identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except: (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software and/or training on the Software, provided such copies shall not be used in a live production environment. To the extent allowable under required retention laws and policies, County may not otherwise copy the Software, except as permitted by this Contract. All copies of the Software will be subject to all terms and conditions of this Contract. Whenever the County is permitted to copy or reproduce all or any part of the Software, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

5. The County may increase the number of authorized Users by modification of Schedule 1 and paying in full the applicable fees in accordance with Schedule 1 of the Contract. Upon signing the modification and paying in full the applicable fees, Vendor shall have the right to monitor the revised number of Users as set forth in that modification.

C. Additional Software.

In the event the County decides to acquire from the Vendor rights to Software in addition to that indicated in Schedule 1 as of the Effective Date (the "Additional Software"), the parties shall modify Schedule 1 to include the Additional Software. The terms and conditions of this Contract, including but not limited to Article I, B, shall apply to the Additional Software upon execution of such modification of Schedule 1.

D. License Restrictions.

County agrees that it will not itself, or through any third party:

1. Sell, lease, license or sublicense the Software or the Documentation, except as authorized by Vendor;
2. Decompile, disassemble, or reverse engineer the Software, in whole or in part;
3. Allow access to the Software by any User other than County's employees for County's internal purposes, except as authorized by Vendor;
4. Write or develop any derivative software of any other software program based upon the Software or any Confidential Information of the Vendor;
5. Use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis;
6. Provide, disclose, divulge or make available to, or permit use of the Software by any third party without Vendor's prior written consent; or
7. Modify the Software.

E. Fees and Payments.

In consideration of the license granted pursuant to this Article II, County agrees to pay Vendor the fees specified in Schedule 1 under Section B, Software and Support in accordance with the invoice schedule specified in the preceding Article I, D of this Contract.

F. Non-Disclosure.

1. To the extent allowable under the Texas Public Information Act, County acknowledges that the Confidential Information constitutes valuable trade secrets and County agrees that it shall use Confidential Information solely in accordance with the provisions of this Contract and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Vendor's prior written consent. County agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, County bears no responsibility for safeguarding information that is publicly available, already in County's possession and not subject to a confidentiality obligation, obtained by County from third parties without restrictions on disclosure, independently developed by County without reference to Confidential Information, or required to be disclosed by order of a court or other governmental entity or process.

2. Vendor acknowledges that, in the course of its performance of this Contract, it may become privy to certain information that County deems proprietary and confidential. Vendor agrees to treat all such information that is identified as proprietary and confidential in a confidential manner and will not disclose or permit to be disclosed the same, directly or indirectly, to any third party without County's prior written consent. However, Vendor bears no responsibility for safeguarding information that is publicly available,

already in Vendor's possession and not subject to a confidentiality obligation, obtained by Vendor from third parties without restrictions on disclosure, independently developed by Vendor without reference to such information, or required to be disclosed by order of a court or other governmental entity.

G. Intellectual Property Matters

1. Definitions.

a. "Work Product" means any and all deliverables produced by Vendor for County under a Statement of Work pursuant to this Contract , including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract under this Contract (but for the avoidance of doubt, not the Vendor IP being licensed under the Software License Contract), including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to County under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of County in connection with this Contract , or with funds appropriated by or for County or County's benefit: (a) by any Vendor personnel, or (b) any County personnel who then became personnel to Vendor or any of its affiliates or subcontractors, if creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with County.

b. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

c. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to County under this Contract.

d. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services under this Contract or Work Product to County and prior to receiving any documents, materials,

information or funding from or on behalf of County relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for County hereunder and were not created, prepared, developed, invented or conceived by any County personnel who then became personnel to Vendor or any of its affiliates or subcontractors, if although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with County.

2. *Ownership* As between Vendor and County, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by County, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by County. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to County all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and County shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and County do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. County shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and County, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

3. *Further Actions* Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by County to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to County to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by County. In the event County shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to County's request for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints County and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to County is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. County shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at County's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

4. *Waiver of Moral Rights.* Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor

acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5. *Confidentiality* All documents, information and materials forwarded to Vendor by County for use in and preparation of the Work Product, shall be deemed the confidential information of County, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of County.

6. *Injunctive Relief* This Contract is intended to protect County's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to County's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by County, without requiring proof of irreparable injury as same should be presumed.

7. *Return of Materials Pertaining to Work Product* Upon the request of County, but in any event upon termination or expiration of this Contract, Vendor shall surrender to County all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by County to Vendor, including all materials embodying the Work Product, any County confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by County or by anyone else that pertains to the Work Product.

8. *Third-Party Underlying and Derivative Works.* To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the County, or shall obtain from the applicable third party for County's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for County's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to County in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify County on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide County with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

9. *Contract with Subcontractors.* Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the County promptly upon request.

10. *License to County.* Vendor grants to County, a perpetual, irrevocable, royalty free license, solely for the County's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to County in conjunction with the Work Product.

11. *Vendor Development Rights.* To the extent not inconsistent with County's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of County therein are infringed by such competitive materials. IN NO EVENT MAY VENDOR USE OR RETAIN ANY INFORMATION OF COUNTY IN ANY FORM OR MANNER WHATSOEVER. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of County therein in order to offer competitive goods or services to third parties, Vendor and County agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

Article III. Maintenance

A. Scope of Maintenance Services.

1. The Vendor will provide the Maintenance as described in Schedule 2.
2. All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by the Vendor shall remain the proprietary property of the Vendor. Restriction of this proprietary property does not limit the County from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of the Vendor.
3. *County Responsibility for Environment.* To operate the supported software, the Vendor will provide County with a definition of minimum requirements for the County's environment, infrastructure and related applications, which include, but are not limited to, County's operating system, database tools, and other support tools. County must meet those minimum requirements or the Vendor may decline to provide Maintenance. The Vendor has no obligations to upgrade the supported software because of County's changes to its environment, infrastructure and related applications, including, but are not limited to, County's operating system, database tools and other supported tools.
4. *Software Maintenance Fee – Paid Up License.* In consideration of the Maintenance services to be provided under this Contract, County shall pay to the Vendor in accordance with Schedule 1 of the Contract.
5. *Additional Software – Paid Up License.* In the event the County requires maintenance for additional Software ("Additional Software"), this Contract will not require modification. The Software Maintenance Fee due in accordance with Schedule 1 of the Contract shall be calculated to prorate the amount of the annual maintenance fee for the Term remaining under then current term of the Contract.

ARTICLE IV.

RESPONSIBILITIES, WARRANTIES, ENFORCEMENT OF CONTRACT

A. Indemnification

1. ACTS OR OMISSIONS

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2. INFRINGEMENTS

a) VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or Service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to County's specific instructions, (iv) any intellectual property right owned by or licensed to County, or (v) any use of the product or service by County that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or County provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against County, shall), at Vendor's sole option and expense: (i) procure for the County the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that County's use is non-infringing.

3. PROPERTY DAMAGE.

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF COUNTY OR THE COUNTY DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE COUNTY'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE COUNTY AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE COUNTY OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/Unemployment Insurance

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE COUNTY AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY COUNTY.

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY'S AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE COUNTY WHEN THE COUNTY IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE COUNTY. VENDOR AND THE COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

1. Vendor certifies that:

a) they have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract ;

b) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract ;

c) all equipment and materials used in fulfilling the requirements of this Contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and consistent with or better than applicable industry standards, if any;

d) that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

2. During the term of the Contract, Vendor shall, for itself and on behalf of its subcontractors promptly disclose to County all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

D. Warranty- Software, Services, Hardware

1. *Software.* a) The Vendor warrants that any Software delivered to County will operate according to the documentation and product literature provided by the Vendor. If the County determines and notifies the Vendor that the Software does not operate according to the Specifications or documentation provided by the Vendor, the Vendor will, at its option and expense, apply reasonable efforts to design, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. County shall report all errors or other defects in the Software to the Vendor immediately upon their discovery. The Vendor does not warrant Third Party Software. The Vendor will transfer any warranty provided by the licensor of any Third Party Software to County. Third Party Software is software that is not proprietary to the Vendor.

b) The Vendor warrants that during the term of the Contract any Software components of the System that are developed and owned, or provided by, the Vendor will be free from material errors that would prevent the operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by the Vendor. The provisions of this warranty shall survive the termination of the Contract

2. *Services.* The Vendor warrants that the Services provided under this Contract shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided County has delivered to the Vendor timely notice of such breach as hereinafter required, the Vendor shall, at its own expense, in the County's discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to County that portion of the Price received by the Vendor attributable to the non-conforming Services. No warranty claim shall be effective unless County has delivered to the Vendor written notice specifying in detail the non-conformities within 90 days after noticing the performance of the non-conforming Services.

3. *Hardware* Vendor shall secure from the applicable Hardware manufacturers, and assign and pass through to the County, at no additional cost to County, such warranties as may be available with respect to such Hardware. Such assignment shall not, however, relieve Vendor of any of the warranty obligations contained elsewhere in the Contract. In the event such warranties are not assignable to the County, Vendor shall enforce, as necessary, such warranties on behalf of the County.

4. *Secure Erasure of Hard Disk Products and/or Services* Vendor agrees that all Hardware equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such Hardware.

5. The warranties in this Article IV are in addition to and supplemental to any other warranties stated elsewhere in this Contract.

E. Warranty-Price

1. The Vendor warrants the prices quoted in its response to the RFP are no higher than the Vendor's current prices on orders by others for like goods or services under similar terms of purchase.

2. The Vendor certifies that the prices quoted in its response to the RFP have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

3. In addition to any other remedy available, the County may deduct from any amounts owed to the Vendor, or otherwise recover, any amounts paid for items in excess of the Vendor's current prices on orders by others for like goods or services under similar terms of purchase.

F. Ability to Conduct Business in Texas.

Vendor shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

G. Equal Opportunity Compliance.

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

H. Responsibility for Actions.

1. Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of County.

2. Vendor covenants to fully cooperate with County to update and amend the Contract to accurately disclose the status of conflicts of interest.

I. Confidentiality/Protection of Personal Information/Ownership of Data

1. Vendor acknowledges that the County is a governmental body as defined by Texas Government Code, Section 552.003 and is subject to the Texas Public Information Act.

2. Under the terms of the Contract, County may provide Vendor with information related to the County. Vendor shall not re-sell or otherwise distribute or release County information to any party in any manner.

3. To the extent that Vendor shall manage or store any information that is collected by the County that includes "Personal Identifying Information," or "Sensitive Personal Information," as those terms are defined in Chapter 521 of the Texas Business and Commerce Code, as may be amended ("Chapter 521"), Vendor shall be responsible for fulfilling all of its duties and obligations with respect to the protection of such information and with complying with all requirements relating to notice or any other obligation under Chapter 521.

4. Vendor shall notify the County as soon as reasonably possible, in light of the legal obligations of the County and the Vendor to protect Personal Identifying Information and Sensitive Personal Information, if Vendor becomes aware of any legitimate threats to information collected by the County as that information is used or stored through the System

5. Vendor shall notify the County as soon as reasonably possible, in light of the County's obligations to protect Personal Identifying Information and Sensitive Personal Information, and to comply with the Texas Public Information Act, of any requests made to the Vendor for information collected by the County that is used or stored through the System.

6. County is the sole owner of any data that it collects and saves, manages, or manipulates through the System. Vendor shall have no claim to data collected by the County that is entered into or otherwise linked to the System.

J. Security of Premises, Equipment, Data and Personnel.

Vendor may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the County. Vendor shall use its best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the County, in accordance with the instruction of the County. Vendor shall be responsible for damage to County's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor fails to

comply with County's security requirements, then County may immediately terminate the Contract.

J. Background and/or Criminal History Investigation.

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the County under the Contract may be performed by the County. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the County under the Contract not be acceptable to the County as a result of the background and/or criminal history check, then County may immediately terminate this Contract and related Service Contract or request replacement of the employee or subcontractor in question.

K. Limitation of Liability.

For any claims or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the County shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Required Insurance Coverage.

As a condition of this Contract with the County, Vendor shall provide the listed insurance coverage within the five (5) business days prior to execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any County premises and/or use employer vehicles to conduct work on behalf of the County. Vendor may not begin performance under the Contract until such proof of insurance coverage is provided to, and approved by the County. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The County will be named as an Additional Insured on all required coverage. Required coverage must remain in effect through the term of the Contract. The minimum acceptable insurance provisions are as follows:

1. *Commercial General Liability*

Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000, Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. The policy shall contain the following provisions:

- a) Blanket Contractual liability coverage for liability assumed under the Contract;
- b) Independent Contract or coverage;
- c) County listed as an additional insured; and

- d) Waiver of Subrogation

2. *Workers' Compensation Insurance.*

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY PER EMPLOYEE AND \$1,000,000 PER POLICY LIMIT.

3. *Business Automobile Liability Insurance.*

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of County:

- a) Waiver of Subrogation; and
- b) Additional Insured.

M. Use of County Property.

Vendor is prohibited from using the County's equipment, the customer's location, or any other resources of the County for any purpose other than performing services under this Contract. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using County long distance services. Any charges incurred by Vendor using the County's equipment for any purpose other than performing services under this Contract must be fully reimbursed by Vendor to the County immediately upon demand by the County. Such use shall constitute breach of Contract and may result in termination of the Contract and other remedies available to County under the Contract and applicable law

N. Contract Enforcement.

1. *Enforcement of Contract and Dispute Resolution*

a) If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

b) If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation

skills to assist with resolution of the dispute. Should they choose this option, the County and the Vendor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The County and the Vendor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

2. *Jurisdiction and Venue.*

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Panola County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the County to seek and secure injunctive relief from any competent authority as contemplated herein

O. Termination.

1. *Termination for Non-Appropriation.* County may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body of the County.

2. County may terminate the Contract, in whole or in part, by giving the other party thirty (30) *Termination for Convenience* calendar day's written notice.

3. *Termination for Cause.* Either County or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract

P. Force Majeure.

County or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**ARTICLE V.
MISCELLANEOUS**

A. Notification.

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on. (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated below.

If sent to the County:

Judge LeeAnn Jones
County Judge
110 Sycamore, Room 216-A
Carthage, TX 75633
leeann.jones@co.panola.tx.us

With copies to:

Judge Lora Taylor: lora.taylor@co.panola.tx.us

Judge David Gray: david.gray@co.panola.tx.us

If sent to the Vendor:

B. Captions.

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

C. Public Disclosure.

No public disclosures or news releases pertaining to this Contract shall be made by Vendor without prior written approval of the County.

D. Product and/or Services Substitutions.

Substitutions are not permitted without the written permission of County.

E. Entire Contract.

Contract, including all of the appendices and exhibits incorporated therein, shall constitute the entire agreement between County and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract shall be binding or valid.

F. Modification of Contract Terms and/or Amendments.

The terms and conditions of the Contract shall govern all transactions by the County under the Contract. The Contract may only be modified or amended upon mutual written agreement of County and Vendor.

G. Invalid Term or Condition

1. To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, County makes no representations or warranties regarding the enforceability of such term or condition and County does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2. If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

H. Assignment.

The County or the Vendor may assign the Contract without prior written approval as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

I. Survival.

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and County under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to and any and all payment obligations invoiced prior to the termination or expiration hereof; Vendor's obligation to work in good faith with subsequent software or service providers of the County as stated in the Contract or any escrow agreement; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

J. Limitation of Authority.

Vendor shall have no authority to act for or on behalf of the County except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts,

obligations, expenses, or liabilities of any kind on behalf of the County.

K. Independent Vendor.

Vendor acknowledges that during the existence of this Contract, it is furnishing products and services in the capacity of an independent contractor and that the Vendor is not an employee of the County

L. Proof of Financial Stability.

County may require Vendor to provide proof of financial stability prior to or at any time during the Contract term.

M. Obligation to Transfer Data.

Vendor shall be responsible for working in good faith with any successor to this Contract or with any subsequent vendor providing functionally equivalent hardware and/or software and services as designated by the County to effectuate the transfer of any and all data stored by the County with or through its use of the Combined Court Management System. The Vendor shall work with the County to ensure that such data is preserved until any such transfer is completed.

This Contract is executed to be effective as of the date of last signature.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGES FOLLOW]

[VENDOR]

Name: _____

Title: _____

Date: _____

PANOLA COUNTY, TEXAS

Name: _____

Title: _____

Date: _____

Attachments- **Schedule 1, Quantities and Pricing**
 Schedule 2, Maintenance Terms

PANOLA COUNTY, TEXAS
 CONTRACT FOR
 JUSTICE OF THE PEACE COURTS NOS. 1 AND 2 COMBINED COURT
 MANAGEMENT SYSTEM
 SCHEDULE 1, QUANTITIES AND PRICING

A. System Installation, Implementation and Training

Total Cost for Installation, Implementation and Training \$

B. Software and Support

Module	License Type ¹	Total Users	Annual Cost
Total Annual Cost for Software and Support (This obligation shall commence on the date the Combined Court Management System is completely operation, tested, and accepted by the County and shall continue in effect for each 12 month period thereafter). The date on which the Combined Court Management System is accepted is the "Acceptance Date".			\$

C. Hardware

D.

Hardware	Number of Units	Price
		\$
		\$
		\$
		\$
Total Hardware Cost		\$

¹ * To indicate the license type, use the following designators: "C"= Computer; "E"= Enterprise; "N" = Named User, Single Server; "O"= Other; "U" = Concurrent User

**PANOLA COUNTY, TEXAS
CONTRACT FOR
JUSTICE OF THE PEACE COURTS 1 AND 2 COMBINED COURT MANAGEMENT SYSTEM
SCHEDULE 2, MAINTENANCE TERMS**

Defined terms in this Schedule 2 shall have the same meaning as in the Combined Court Management System Contract unless stated otherwise.

1. SUPPORT SERVICES

County will authorize and identify a reasonable number of contacts who may initiate support with the Vendor. These named users must be technically capable and familiar with the products covered under this agreement. County will perform basic troubleshooting before contacting the Vendor to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. The Vendor reserves the right to decline support to County named users not authorized to initiate support.

The Vendor will provide support for the County's use of the Software after confirming County has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by the Vendor, software updates.

2. CORRECTION OF DEFECTS

For the purposes of this Section 2 of Schedule 2, *Correction of Defects*, the term "Material Defect," means a defect that is described by one or both of the following:

- a) the Software provided by the Vendor under the Contract fails to perform in conformance with and in the time required by express performance standards stated in the Specifications; or
- b) the Software fails to perform in conformance with the Specifications and this failure either deprives the County of a significant benefit of the System or results in costs to the County that exceed the price paid for the Software.

In the event the County encounters a Material Defect it shall communicate the circumstances and any supporting information to the Vendor. Upon receipt, the Vendor will take such steps as are reasonably required to correct the Material Defect. For each calendar day that the County's use of the System is substantially limited because of a Material Defect in the System, the County shall offset any amounts owing to Vendor by 1/91st of the invoiced portion of Total Annual Cost amount reflected in Schedule 1 of the Contract.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- A. The Software may be revised by the Vendor as a result of (i) emergency correction of Defect, (ii)

periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the System (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Contract.

B. New Versions ("New Versions") of the Software may be issued by the Vendor from time to time (excluding 3rd party software). A New Version substantially changes the architecture and /or coding structure of the application, and the New Version is not written as an add-on to the current software code base. The Vendor will, from time to time, release new products (including New Versions) and/or modules, which the Vendor will make available to County. If the Vendor requires the County to accept the New Version as a condition of the Vendor's ongoing support of the System, then the Vendor shall make such New Version available to the County at the then current price as stated in Schedule 1. To the extent that the Vendor wishes to recommend a New Version to the County, the pricing for such New Version shall be in accordance with Article I, B. of the Contract.

C. All Revisions and New Versions will be installed by the Vendor only with the written consent of the County.

D. If County reports a Defect to the Vendor that was not a functionality, operation or specification in the original version purchased by the County or is determined to be a Defect caused by a modification or revision or upgrade purchased by the County, then the Vendor is obligated to correct the Defect.

E. The Software is designed as a standard product and not as a customized system. The Vendor recognizes the need for some County customization; however, the Vendor reserves the right to control the design, performance, and integration of the Vendor products and, as a result, may reject County requests for modifications or enhancements that are inconsistent with the Vendor's product strategy.

F. The Vendor shall modify the Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the State of Texas at no additional charge during the term of the Contract.

5. REMOTE DIAGNOSTIC ACCESS.

The County shall provide appropriate remote access capabilities by which the Vendor may, with the permission of the County, remotely access the Software for the purpose of remote diagnostics and support.

6. PROPER USE.

A. The County agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

B. In the event that the County or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the System, although the Vendor is not obligated to correct such misuse, the Vendor may attempt to correct the situation, if possible, at County's expense.

C. In the event that diagnostic assistance is provided by the Vendor, which, in the reasonable opinion of the Vendor, relates to problems not caused by a Defect in the Software, such assistance shall be at the

County's expense.

7. ADDITIONAL SERVICES.

The County may desire to have additional modifications or minor enhancements performed at the County's expense. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, and training. The Vendor shall provide an estimate of cost prior to performing any of the above services.

8. RESPONSE TIMES AND AVAILABILITY.

Response Time.

The Vendor shall respond to a request from the County for assistance within four (4) business hours of receipt. Response time is defined as the time it takes the Vendor to provide the Call Tracking Number to the County. For every thirty (30) minute period during all subsequent business hours that lapse without a response from the Vendor, the County shall offset amounts owed on any quarterly invoice submitted by the Vendor an amount equal to \$100.00 USD.

A. Resolution Time.

Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes the Vendor to sufficiently remedy the problem or return the System to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time. In the event that a resolution time is determined by both the County and the Vendor to be excessive and in meeting the County's business processes, the County may elect to terminate the Contract per Article 4 of the Contract.

B. Hours of Operation.

The Vendor shall be available for support services the Vendor shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Central Time, except for the Vendor -observed holidays, which may be revised from time to time.



PANOLA COUNTY JUVENILE PROBATION DEPARTMENT

315 West Panola Street • Carthage, Texas 75633
Telephone (903) 693-0352 • Fax (903) 693-0357

FILED FOR RECORD
IN MY OFFICE

AT 2:35 O'CLOCK A M

FEB 06 2017

Date: February 6, 2017

To: Panola County Commissioner's Court

From: Tracy Anderson, Chief Juvenile Probation Officer, Panola County

Subject: * Fiscal Year 2017 Budget Amendment #1 for the Juvenile Probation Department

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Gina Gold DEPUTY

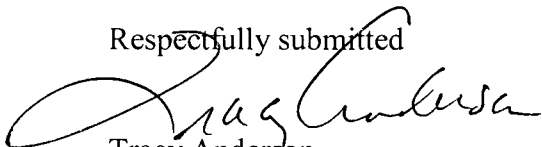
In accordance with section 140.004 of the Texas Local Government Code on this the 6th day of February, 2017, I hereby file the Fiscal Year 2017 Budget Amendment #1 for the Panola County Juvenile Probation Department with the Panola County Commissioner's Court.

Please be advised that a meeting of the Panola County Juvenile Board is scheduled for February 28, 2017 at 9:30am in the County Court at Law Courtroom to consider and adopt the Fiscal Year 2017 Budget Amendment # 1 for the Panola County Juvenile Probation Department .

Thank you for your consideration in this matter.

See attachments

Respectfully submitted


Tracy Anderson
Chief Juvenile Probation Officer

cc: Terry Bailey, Juvenile Board Chair
Sidney Burns, Panola County Auditor

**PANOLA COUNTY, TEXAS
2017 JUVENILE PROBATION
REVENUES EXPENDITURES
BUDGET AMD# 1**

REVENUES	ORIGINAL BUDGET 09/01/2016 08/31/2017	AMD #1	CURRENT BUDGET 09/01/2016 08/31/2017
INTERGOVERNMENTAL REVENUES			
STATE AID GRANTS	195,053		195,053
LOCAL MATCH FUNDING	183,108		183,108
TOTAL INTERGOVERNMENTAL RECEIPTS	<u>378,161</u>		<u>378,161</u>
MISCELLANEOUS			
PROBATION FEES	-		-
INTEREST EARNINGS	1,100		1,100
MISCELLANEOUS	-		-
TOTAL MISCELLANEOUS REVENUES	<u>1,100</u>		<u>1,100</u>
TOTAL REVENUES	379,261		379,261
CASH BALANCE FROM FUND 520 LOCALLY GENERATED REVENUE	23,900		23,900
CASH BALANCE FROM TITLE-IV E	25,000		25,000
CASH BALANCE FROM GRANT R	6,810		6,810
CASH BALANCE FROM FUND 585 LOCAL MATCH	1,068	6,403 A	7,471
	<u>56,778</u>		<u>63,181</u>
TOTAL REVENUES & RESOURCES AVAILABLE	<u>436,039</u>		<u>442,442</u>

EXPENDITURES	ORIGINAL BUDGET 09/01/2016 08/31/2017	AMD #1	CURRENT BUDGET 09/01/2016 08/31/2017
STAFF SERVICES			
SALARY & FRINGE BENEFITS			
CHIEF PROBATION OFFICER	58,250		58,250
PROBATION OFFICERS	92,825		92,825
SOCIAL SECURITY	11,559		11,559
GROUP MEDICAL & LIFE INSURANCE	37,817		37,817
RETIREMENT & DEATH BENEFIT	36,691		36,691
WORKERS COMPENSATION	2,500		2,500
UNEMPLOYMENT INSURANCE	705		705
RETIREE GROUP MEDICAL	13,650	6,403 A	20,053
OTHER POST EMPLOYMENT BENEFITS	16,600		16,600
TOTAL STAFF SERVICES	<u>270,597</u>		<u>277,000</u>
TRAVEL & TRAINING	9,088		9,088
OPERATING EXPENSES	25,407		25,407
INTER-COUNTY CONTRACTS	48,464		48,464
EXTERNAL CONTRACTS	32,483		32,483
TITLE IV-E	25,000		25,000
CAPITAL OUTLAY			
FURNITURE, EQUIPMENT, AUTO	25,000		25,000
TOTAL EXPENDITURES	<u>436,039</u>		<u>442,442</u>

A - RETIREE GROUP MEDICAL INSURANCE 7 MONTHS (JAN MAXEY)

Approved by Panola County Juvenile Board on _____, 2017

PANOLA COUNTY SHERIFF'S OFFICE

Office 903 693 0333
Fax 903 693 9366



314 W. Wellington
Carthage, Texas 75633

Sheriff Kevin Lake

January 31, 2017

The Honorable LeeAnn Jones
Panola County Judge
110 S. Sycamore
Carthage, Texas 75633

Re: Cell Phone

I am requesting that upon Sergeant Linda Pope's retirement she be allowed to keep her cell phone number (903) 692-2716 and effective ~~2/13/17~~ *1/30/17 LW* any charges acquired for that number will no longer be the responsibility of the county.

Respectfully,

A handwritten signature in black ink that reads "K Lake".

Kevin Lake, Sheriff
Panola County, Texas

Honesty, Integrity, Service

Transfer of Billing Responsibilities E-mail/Faxback Form
Government Agency to Personal/Employee Assumption of Liability rev. 05282014



COPY

This form will allow you to transfer billing responsibilities for a Verizon Wireless mobile telephone number currently held by your employer to you.

- 1) Complete all the applicable fields below.
- 2) If you are eligible or required to change your calling plan, please review the available calling plans on the Verizon Wireless website at www.verizonwireless.com/plans or contact us at 1-800-922-0204. After selecting a calling plan, complete the fields in the Calling Plan Change section below.
- 3) Read the terms and conditions of this Transfer of Billing Responsibilities Form.
- 4) Read the Verizon Wireless Customer Agreement.
- 5) E-mail this form by clicking the box to the left of the appropriate signature line, save a copy and email it to wfma0lcorp@vzw.com. E-mails will only be accepted from your Organization's email domain. Once the form is received, a confirmation e-mail notice will be sent to the requester's e-mail box.
- 6) If e-mail process is not available, return this form via Fax, have both parties sign and print at the bottom of this form and fax this form to: 910-794-7718.

Note: Completion timelines for the Assumption of Liability request is 48 business hours.

Account Information (Assuming Customer)

Wireless Number to be Transferred: 903-692-2716		Create New Billing Account: <input checked="" type="checkbox"/> Yes or No	
Assuming Customer Name: LINDA POPE		Add to Existing Account Number (if applicable): Account Number:	
Billing Address: (No PO Boxes) 513 CR 110		Date of Birth:	Social Security #
Billing Address (Cont): P.O. BOX 493		E-Mail Address:	
City: Carthage	State: TN	Driver's License Number:	State: TN
Zip Code: 75433	Home Phone:		Work Phone:

Organization Release of Liability (Relinquishing Customer)

- The individual signing this Transfer of Liability on behalf of Organization represents that they have the legal capacity to bind Organization.
- Organization remains responsible for all charges incurred until the line is transferred.
- By signing this form, or checking the box below, Organization agrees to release liability for the mobile telephone number indicated above. If returning via email, the Organization representative must include their name and date.

If returning via e-mail, please check the box to the left to acknowledge your electronic acceptance of these terms. Both relinquishing and assuming parties must provide approval in the email to be accepted.

Signed (Authorized SPOC): <i>Leeann Jones</i>		Title: PANOLA COUNTY JUDGE	
Name: LEEANN JONES	Date: 2-13-17	Current Corporate Account Number: 723307446-00001	

Personal/Employee Assumption of Liability (Assuming Customer)

- Upon processing of the transfer of billing responsibilities, a new personal account will be established for you, for this mobile telephone number for which you agree to assume all financial responsibility.
- Establishment of your new personal account is dependent upon a credit check. Some of your personal information above will be used in conjunction with that credit check. A deposit may be required to establish this account.
- Your new personal account requires an annual service agreement and you may be subject up to a \$175 Early Termination Fee pursuant to the terms and conditions of both the Transfer of Billing Responsibilities and the Customer Agreement.
- You understand that certain information relating to your service, including your name, your mobile telephone number and total monthly charge may be released to your organization.
- Verizon Wireless reserves the right to require proof of your employment (Government Agency ID badge or pay stub). If a review of your employment status reveals that you are not, or are no longer, an employee of your organization, Verizon Wireless reserves the right to remove this discount and move you to a commercially available calling plan or to a non-discounted service plan for the remainder of your line term commitment.

If returning via e-mail, please check the box to the left to acknowledge your electronic acceptance of these terms.

Note: Your Organization may have separately agreed to release this line to you. Both relinquishing and assuming parties must provide approval in the email to be accepted.

Signed:	Date:
---------	-------

Calling Plan Change - If Required (Assuming Customer)

Calling Plan Name:	Monthly Access Fee:	Allowance Minutes:
Feature Name:	Feature Monthly Access Fee:	



PANOLA COUNTY 2016 BUDGET AMENDMENT #19
February 13, 2016

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND			
REVENUES			
<u>100-360-41020</u>	MISCELLANEOUS REVENUE	<u>130</u>	
			<u>130</u>
EXPENDITURES			
MISCELLANEOUS & NON-DEPARTMENTAL			
<u>100-409-54101</u>	COMPUTER SERVICES & SUPPLIES	(14,946)	
<u>100-409-54200</u>	COMMUNICATION TELEPHONE	1,789	
<u>100-409-55270</u>	FURNITURE & EQUIPMENT	<u>83</u>	
			(13,074)
SHERIFF			
<u>100-560-55270</u>	FURNITURE & EQUIPMENT	<u>47</u>	
			47
HEALTH & PAUPERS CARE			
<u>100-646-54780</u>	MENTAL EVALUATION PRISONERS	1,157	
<u>100-646-54890</u>	ATTORNEY FEES	<u>12,000</u>	
			<u>13,157</u>
GRAND TOTAL GENERAL FUND			<u><u>130</u></u>
ROAD & BRIDGE FUND			
REVENUES			
<u>200-360-41020</u>	MISCELLANEOUS REVENUE	<u>863</u>	
			<u>863</u>
EXPENDITURES			
PCT. 2			
<u>200-622-55270</u>	FURNITURE & EQUIPMENT	<u>403</u>	
			403
PCT. 3			
<u>200-623-55270</u>	FURNITURE & EQUIPMENT	<u>460</u>	
			<u>460</u>
GRAND TOTAL ROAD & BRIDGE FUND			<u><u>863</u></u>

**PANOLA COUNTY
2016
BUDGET AMENDMENT #19**

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 13th day of February, 2017.

William James
County Judge

Ronnie La Gro
Commissioner Precinct # 1

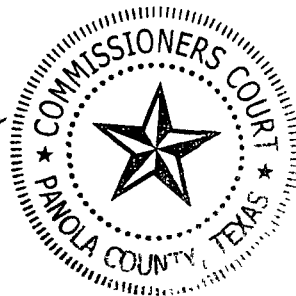
Ray M. [Signature]
Commissioner Precinct # 3

John [Signature]
Commissioner Precinct # 2

Dale [Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 13th day of February, 2017 as the same appears on file in the office of the County Clerk of Panola County.

[Signature]
County Clerk





PANOLA COUNTY 2017 BUDGET AMENDMENT #3
February 13, 2017

ACCOUNT	ACCOUNT DESCRIPTION	AMOUNT	
GENERAL FUND			
EXPENDITURES			
MISCELLANEOUS & NON-DEPARTMENTAL			
<u>100-409-51800</u>	BENEFITS TERMINATION PAY	8,000	
<u>100-409-54080</u>	CONTINGENCY	(8,600)	
			(600)
HEALTH & PAUPERS			
<u>100-646-54990</u>	MISCELLANEOUS	600	
			600
GRAND TOTAL GENERAL FUND			<u>0</u>
ROAD & BRIDGE			
REVENUES			
<u>200-360-41020</u>	MISCELLANEOUS REVENUE	1,485	
			<u>1,485</u>
EXPENDITURES			
PCT.2			
<u>200-622-55280</u>	ROAD OIL PRE MIX & GRAVEL	1,485	
			<u>1,485</u>
GRAND TOTAL ROAD & BRIDGE			<u>1,485</u>

**PANOLA COUNTY
2017
BUDGET AMENDMENT #3**

We hereby amend the Panola County Budget for the Fiscal Year 2017 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 2017.

Signed on this 13th day of February, 2017.

Lee Ann Jones
County Judge

Ronnie La Due
Commissioner Precinct # 1

C. M. [Signature]
Commissioner Precinct # 3

John [Signature]
Commissioner Precinct # 2

[Signature]
Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 13th day of February, 2017 as the same appears on file in the office of the County Clerk of Panola County.

Maureen [Signature]
County Clerk



FILED FOR RECORD
IN MY OFFICE
AT 3:15 O'CLOCK P M

FEB 08 2017

NOTICE OF MEETING

PANOLA COUNTY

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY J. Endoley DEPUTY

313 W Panola St
Carthage, Texas 75633

(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 28TH DAY OF FEBRUARY, 2017, AT 9:00 AM. THE MEETING WILL BE HELD AT THE PANOLA COUNTY COURTHOUSE JUDICIAL ANNEX, 110 S. SYCAMORE ST., IN THE COUNTY COURT AT LAW COURTROOM, DISTRICT JUDGE LEANN KAY RAFFERTY PRESIDING

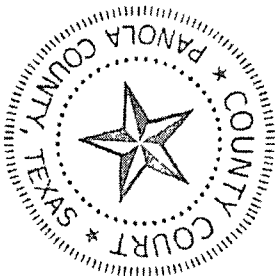
AGENDA

In compliance with TDCJ-CJAD funding guidelines, the following will be presented by the Panola County CSCD Interim Director, Kerian Henderson, for approval

- (1) Approve the Minutes of the open meeting held by the Panola County CSCD and Board of Judges on October 25, 2016
- (2) Approve the Robinson & Payne, CPA, FY-2016 audit report of the 123RD Judicial District CSCD.
- (3) Ratify and approve the Panola County CSCD Proposed FY-2018 Adult Drug Court Grant application for FY-2018
- (4) Ratify and approve the Panola County CSCD Proposed FY-2018 Adult Drug Court Grant budget
- (5) Approve the Panola County CSCD Proposed FY-2017 Program # 13 Sex Offender Budget adjustment # 1
- (6) Approve the Panola County CSCD FY-2018-2021 Strategic Plan
- (7) Approve an increase in monthly Probation Fees charged from \$50.00 per month to \$60.00 per month, beginning March 1, 2017
- (8) Approve an increase in Monthly UA Fees charged from \$5.00 per month to \$7.00 per month, beginning March 1, 2017.

.....
WITNESS THE HAND OF THE UNDERSIGNED CLERK ON THIS THE 8th DAY OF February, 2017, AT 3:15pm
A M / P M

Bobbie Davis, Clerk by
BOBBIE DAVIS, COUNTY CLERK
PANOLA COUNTY, TEXAS
Jessie Endoley, Clerk



PANOLA COUNTY CSCD
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

313 W Panola St
Carthage, Texas 75633

FILED FOR RECORD
IN MY OFFICE
AT 3:15 O'CLOCK P M

Date February 8, 2017

FEB 08 2017

Attn Commissioners' Court

From Panola County, Community Supervision and Corrections Department (CSCD),
Interim Director, Kerian Henderson

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY T. Endsley DEPUTY

Ref February 28, 2017 Open Meeting

In compliance with Section 140.004 of the Local Government Code, on this the 8th day of February 2017, I hereby file the following

- (1) Minutes of the open meeting held by the Panola County CSCD and Board of Judges on October 25, 2016
- (2) Panola County CSCD Proposed FY-2018 Adult Drug Court Grant application for FY-2018
- (3) Panola County CSCD Proposed FY-2018 Adult Drug Court Grant budget
- (4) Panola County CSCD Proposed FY-2017 Program #13 Sex Offender Budget adjustment #1

Please be advised that an open meeting is scheduled for February 28, 2017 at 9:00 AM. The meeting will be held at the Panola County Courthouse Judicial Annex, 110 S Sycamore St, in the County Court At Law Courtroom, District Judge LeAnn Kay Rafferty presiding. At this meeting, the above listed items will be considered for approval.

Respectfully submitted,

Kerian Henderson
Kerian Henderson, Interim Director

cc Honorable Judge Terry Bailey, Panola County Court at Law
Honorable Judge LeAnn Kay Rafferty, 123RD Judicial District
Sidney Burns, Panola County Auditor & CSCD Fiscal Officer

MINUTES

OPEN MEETING OF THE PANOLA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (CSCD) AND BOARD OF JUDGES

A meeting of the Panola County Community Supervision and Corrections Department and the Board of Judges was called to order by the 123RD Judicial District Judge Charles Dickerson, at 1 35 P M on the 25th day of October, 2016, at The Panola County Courthouse, 110 S Sycamore St , Carthage, Texas, in The Commissioners Courtroom, District Judge Charles Dickerson presiding

FILED FOR RECORD
IN MY OFFICE

Board of Judges In attendance Judge Terry Bailey, Panola County Court at Law
Judge Charles Dickerson, 123RD Judicial District

AT 3:30 O'CLOCK P M

Also in attendance

Sidney Burns, Panola County Auditor / CSCD Fiscal Officer
Bradley Wilburn, 123RD Judicial District CSCD, Director
Judge Lee Ann Jones, Panola County Judge
Panola County District Attorney Danny Buck Davidson

FEB 08 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Gina Golube DEPUTY

Agenda Item 1

Motion by Judge Bailey, seconded by Judge Dickerson to approve the minutes of the open meeting held by the Panola County CSCD and Board of Judges on October 25, 2016 Motion carried with 2 ayes

Agenda Item 2

Motion by Judge Bailey, seconded by Judge Dickerson to approve the 123RD Judicial District CSCD Proposed Partition and Equalization of Assets for Panola and Shelby County CSCDs Motion carried with 2 ayes

Agenda Item 3

Motion by Judge Bailey, seconded by Judge Dickerson to approve the appointment of Kerian Henderson as Interim Director for Panola County CSCD with a salary of \$35,742 00, effective December 1, 2016 Motion carried with 2 ayes

Agenda Item 4

Motion by Judge Bailey, seconded by Judge Dickerson to approve the change of Drug Court Project Director and Grant Writer to the new Panola County CSCD Interim Director, update Court Coordinator to Erica McCollister and authorize revisions of staff on the grant documents to reflect this change effective December 1, 2016 Motion carried with 2 ayes

Agenda Item 5

Motion by Judge Bailey, seconded by Judge Dickerson to approve the Panola County CSCD Proposed Fy-2017 Program #1 Basic Budget adjustment #2 Motion carried with 2 ayes

Agenda Item 6

Motion by Judge Bailey, seconded by Judge Dickerson to approve the Panola County CSCD Proposed FY-2017 Program #24 Community Corrections Supervision Services Budget adjustment #1, Motion carried with 2 ayes

Agenda Item 7

Motion by Judge Bailey, seconded by Judge Dickerson to approve budget approval policy for the Panola County CSCD as required by Criminal Justice Assistance Division Financial Management Manual, Motion carried with 2 ayes

The meeting was adjourned by Judge Dickerson at 3 40 P M

Submitted for approval by, _____
Kerian Henderson, Panola County CSCD Interim Director

Approved on the _____ day of _____ 2017

Judge Terry Bailey, Panola County Court at Law _____

Judge LeAnn Kay Rafferty, 123RD Judicial District _____

(cscd budget 2018 & 2019 budgets minutes October 25, 2016)

Print This Page

Agency Name: Panola County
Grant/App: 1747014 **Start Date:** 9/1/2017 **End Date:** 8/31/2018

Project Title: Panola County Adult Drug Court
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17560011060021

Application Eligibility Certify:

Created on: 12/28/2016 4 14 38 PM By Kerian Henderson

FILED FOR RECORD
IN MY OFFICE
AT 3:20 O'CLOCK P M

FEB 08 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Gino Goldner DEPUTY

Profile Information

Applicant Agency Name: Panola County
Project Title: Panola County Adult Drug Court
Division or Unit to Administer the Project: Panola County
Address Line 1: Panola County Courthouse
Address Line 2: 110 S. Sycamore St , Room 216A
City/State/Zip: Carthage Texas 75633-2596
Start Date: 9/1/2017
End Date: 8/31/2018

Regional Council of Governments(COG) within the Project's Impact Area: East Texas Council of Governments
Headquarter County: Panola
Counties within Project's Impact Area: Panola

Grant Officials:

Authorized Official

User Name: Lee Ann Jones
Email: leeann.jones@co.panola.tx.us
Address 1: 110 S Sycamore St RM 216A
Address 1:
City: Carthage, Texas 75633
Phone: 903-693-0392 Other Phone 903-693-0391
Fax: 903-693-2726
Title: The Honorable
Salutation: Judge
Position: County Judge

Project Director

User Name: Kerian Henderson
Email: kerian.henderson@co.panola.tx.us
Address 1: 313 W Panola St
Address 1:
City: Carthage, Texas 75633
Phone: 903-693-0351 Other Phone
Fax: 903-693-0312
Title: Mr
Salutation: Chief
Position: Interim Director

Financial Official

User Name: Sidney Burns
Email: sidney.burns@co.panola.tx.us
Address 1: 110 S Sycamore
Address 1: Room 213A Panola County Courthouse
City: Carthage, Texas 75633
Phone: 903-693-0320 Other Phone
Fax: 903-693-2726
Title: Mr
Salutation: Mr
Position: County Auditor

Grant Writer

User Name: Kerian Henderson
Email: kerian.henderson@co.panola.tx.us

Address 1: 313 W Panola St
Address 1:
City: Carthage, Texas 75633
Phone: 903-693-0351 Other Phone
Fax: 903-693-0312
Title: Mr
Salutation: Chief
Position: Interim Director

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services through a Community Supervision and Corrections Department (CSCD)
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560011060021
Data Universal Numbering System (DUNS): 102739302

Narrative Information

Introduction

This application covers grant applications for funds administered by CJD under the funding announcements for the Juvenile Justice Grant Programs ([local](#) and [statewide](#)), Residential Substance Abuse Treatment ([RSAT](#)), Justice Assistance Grant ([JAG](#)), Truancy Prevention and Intervention ([program](#)), and Specialty Court Grant Programs for ([general courts](#) and [training and technical assistance](#)) See the relevant CJD funding announcement (linked above under "OOG Solicitation") for application instructions

WARNING: This application has changed [significantly](#) since last year. [It is essential](#) to review the funding announcement (linked above) for instructions specific to each grant program. The funding announcements may require certain information – especially under the project narrative boxes – that [your application may be considered incomplete](#) without, resulting in the application being declared [invalid and ineligible for funding](#)

Unless otherwise specifically instructed, DO NOT UPLOAD ATTACHMENTS with further information. Use the space provided here to address any aspects of the project you consider relevant.

Section 1: Program-Specific Questions

A. Specialty Courts

If applicant applying to fund a specialty court operating under Ch. 121 of the Texas Government Code, enter the **CJD ID for the court** (list available [here](#)). If applicant is not, enter "0".

For specialty courts, this application will be considered incomplete until the program fills out the CJD Specialty Courts survey, released in December 2016. The survey is available [here](#).

B. Drug Testing

If the project tests program participants for drugs or alcohol, describe the testing policy, including the method used for testing and the frequency of testing for participants. Enter 'N/A' if the project does not have participants or those participants are not drug tested. Participants in phase one test a minimum of once a week. Participants in Phase 2 test a minimum of twice a month. Participants in phase 3 test a minimum of once a month. Methods used for testing are primarily in-house urine screenings or breathalyzer tests. For the officer's confirmation or probationer's option to dispute a test, a lab test may be conducted in the form of a lab-based urine analysis or hair follicle.

C. Juvenile Case Managers

Select the option that best describes the support for juvenile case managers (including programs administered by juvenile case managers) in this project.

- No support for juvenile case managers
- Support for juvenile case managers to address truancy only
- Support for juvenile case managers to address juvenile crime

If this project includes support for juvenile case managers, select all options that apply. The juvenile case managers under this project will be employed or co-employed by:

- A truancy court under Chapter 65, Texas Family Code
- An independent school district
- A juvenile probation department
- A juvenile criminal court
- Another type of entity
- This project does not support juvenile case managers

If this project supports juvenile case managers, list the names of the entities employing, co-employing, or utilizing the case managers, including the name of the truancy court and the name of the school district (if applicable). Projects that do not support juvenile case managers should enter **N/A**.

n/a

If this project supports juvenile case managers, list any of the entities entered immediately above that [currently](#) employ juvenile case managers. If the project does not support juvenile case managers or none of the entities currently employ them, enter **N/A**.

n/a

If the applicant is applying for funds to support a juvenile case manager, check all that apply (all other applicants select the last option).

- Each county of the applicant retains funds collected under Sec 102 015, Texas Code of Criminal Procedure
- Each municipality of the applicant retains funds collected under Sec 102 015, Texas Code of Criminal Procedure
- Each county of the applicant currently collects fees to support juvenile case managers under Sec 102 0174, Texas Code of Criminal Procedure
- Each municipality of the applicant currently collects fees to support juvenile case managers under Sec 102 0174, Texas Code of Criminal Procedure
- Each county of the applicant has established a judicial trust fund under Sec. 36 001, Texas Government Code
- Each municipality of the applicant has established a judicial trust fund under Sec. 36.001, Texas Government Code
- Applicant is not applying for funds to support a juvenile case manager

D. Evaluation Projects

This section regards any evaluation budget line item and/or selection of "Program Evaluation" as a project activity

Tier-One Evaluations

Evaluations of programs that have been implemented and the evaluations will test the fidelity of the program based on proven models or best-practices. The evaluation also will review available program output and outcome information.

Does this application include a tier-one evaluation?

- Yes
- No

If you answered 'YES' above, describe below the best practices/model to be used in a fidelity and performance evaluation, the goal(s) of the evaluation, and why it is needed. If you answered 'No' above, enter 'N/A'

n/a

Tier-Two Evaluations

Evaluations directed at measuring the effectiveness of proposed new program models or significant changes in present program models. The goal of tier-two evaluations is both to measure the program's effectiveness and to produce data and evidence necessary for others to replicate the program models and to develop best practices that CJD can use in supporting similar efforts.

Does this application include a tier-two evaluation?

- Yes
- No

If you answered 'YES' above, describe below why this new program model is needed and the goal(s) of the evaluation. If you answered 'No' above, enter 'N/A'

n/a

If you answered **NO** to both questions above, check this box

E. Sustainment

How many additional years, beyond this request, do you plan to request continuation funding?

10

1) If you entered three (3) years or fewer, provide a brief explanation of your sustainment plan (if you entered more than three years or the project will not be sustained, enter 'N/A')

n/a

2) If you entered more than three (3) years, explain the longer term sustainment plan or why other resources cannot be used to continue this project and why a sustainment strategy is not possible (if you entered three years or fewer or the project will not be sustained, enter 'N/A')

Panola County has received this grant since May 2005. The grant is the only source of funding for the program. Initially, the plan was to build the program so that it could become self-sustained, however, the lack of resources, the financial state of our community and probation department has not catalyzed this effort. Therefore, it is foreseen that the Panola County Drug Court Program would not function without financial assistance from the grant.

Section 2: Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following

A. Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race

B. Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model

C. Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made

D. Uniform Crime Reports

Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months

E. Criminal History Reporting

The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015

F. DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS

G. Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2015 SAFECOM Guidance on Emergency Communications Grants, adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band, and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas

H. Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials

I. Specialty Court Certifications

If the applicant is a specialty court operated under Ch 121 of the Texas Government Code, the following certifications apply

- 1 The specialty court will develop and maintain written policies and procedures for the operation of the program
- 2 The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD

J. Generated Program Income

Unless specifically and explicitly authorized to do otherwise by OOG, at OOG's sole discretion, the applicant will report Generated Program Income (GPI), which includes any portion of fees collected from program participants and retained by the grantee. GPI will be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from OOG

K. Immigration and Customs Enforcement Requests

The full text of this certification can be found [here](#). To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement

All applicants must select one of the following options

- Applicant is not a county or municipal government
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found on the aforementioned CJD website. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government

L. Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs

Enter the Name of the Civil Rights Liaison

Danny Davidson- Panola County District Attorney

Enter the Address for the Civil Rights Liaison

Panola County Courthouse 110 South Sycamore St , Room 111 Carthage, Tx 75633

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]

903-693-0310

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the CJD Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program

X I certify to all of the application content & requirements.

Project Abstract :

Panola County is located on a drug trafficking supply corridor. This area has an overwhelming population of drug users who are involved in illegal activities. The continued overcrowding of the Texas Prison System and both of our county jails means early release, which makes attempts by the court to lessen drug abuse and drug related crimes, ineffective. In 2014 this district had 1406 arrests for drug or alcohol related crimes. Our continued goal as a Drug Court is to enhance public safety, by reducing recidivism and offering a risk controlled treatment alternative for drug abusers. The program will improve the lives of the participants and the community in which they live. The Drug Court targets males and females 17 years of age and above who have an identifiable drug or alcohol problem, with no history of violence or sexual offenses. The Drug Court Program offers assistance in several areas: counseling for individuals, families and in group settings, basic adult education, GED preparation, vocational training, job searches, dual diagnosis/mental health care, AA/NA groups, relapse prevention and if desired spiritual support. The Drug Court Program incorporates all of these parts into a cohesive, life improving movement, which should improve all the communities involved.

Problem Statement :

This Panola County Drug Court program (which includes a 2010 U.S. census population of 23,796) is designed to address the continued substance abuse issues and recidivism rates. Sentences for these offenders still vary from county jail and prison time, specialized community supervision, drug dependency treatment (inpatient/outpatient), and judicial intervention. These alternatives alone have not reduced the recidivism among drug offenders. Drug Abuse continues to rise in Panola County. The Panola and jail continues to operate at high capacity. Major drug trafficking corridors run through Panola and neighboring counties, making illegal drugs readily available. Each county has different drug abuse patterns due to their socio-economic status. Currently Panola County has drug problems with marijuana, methamphetamines, K2, cocaine, PCP, and ecstasy. The drug offender lifestyle results in criminal activity and problems throughout our county.

Supporting Data :

The volume of arrests in the Panola County is an indicator of the need for continued intervention such as the Drug Court Program. In the period from January 2014 to December 2014, there were 1,101 arrests in Panola County, which 630 of those arrests were drug related and 172 were alcohol related. These statistics were compiled by Texas Department of Public Safety. Many other offenses, not included in the aforementioned arrests, are motivated by drug use or occur in a direct attempt to gain money to purchase drugs. The Drug Court Program participation is currently comprised of more than 44% methamphetamine users, 15% marijuana users, 11% alcohol abusers and 29% other (cocaine, PCP, opiate). To reduce drug dependency, recidivism and incarceration, our Drug Court Program MUST continue to provide specialized supervision and rehabilitation programs to the offenders who want to make a change in their lives.

Project Approach & Activities:

A priority which is set forth in the Panola County's mission statement, is to enhance public safety by providing our courts with viable risk control management alternatives for criminal offenders, while making opportunities available to facilitate positive changes, should the offender choose to participate. Our project is the heart of the community justice plan's mission statement. The Drug Court uses behavior modification techniques, such as cognitive intervention, the Matrix program and intensive supervision to help probationers make a positive change. Probationers must attend and participate in individual and group counseling. Probationers also have the continued opportunity to attend (free of charge) GED classes, continuing education classes, vocational classes, and Alcoholic Anonymous (AA) and Narcotics Anonymous (NA) are available a minimum of twice weekly at central locations. Probationers in Phase One of the Drug Court Program report to their specialized supervision officer a minimum of twice weekly, Drug Court Counselor weekly, and attend drug court group and individual sessions weekly. The probationers in the Drug Court Program have stringent rules set out before them, and a team of professionals, referred to as the Drug Court Team to enforce these rules. The program sets boundaries and offers support so that offenders can lead a drug / alcohol free and productive life style which is free of criminal behavior and incarceration. The program is a voluntary alternative for all offenders who want a positive change in their lives.

Capacity & Capabilities:

The Panola County has received this grant since May 2005. In Panola County, the treatment team is made up of District Judge- Leann Rafferty, County Court at Law Judge- Terry Bailey, District Attorney- Danny Davidson, ADA- Katie Nielsen, DA Investigator- Kevin Jones, Drug Court Attorney- Corey Bankhead, Drug Court Counselor- Richard Burnette, Probation Director- Kerian Henderson, and CSO- Lydia Rangel. In Panola County, the probationers are placed on drug court in the court setting (by the DA and Judge and represented by the Drug Court attorney) after being screened for eligibility by the DA Investigator or CSO. After this, the probationer meets with CSO for an intake. The probationer meets weekly for a group and individual session that is led by the Drug Court Counselor. The probation officer conducts home visits, drug screenings, and office visits monthly. The drug court officer also has the capability to do paperwork and making arrangements for the probationer if treatment is needed. A full case staffing is reviewed monthly by the treatment team. The probation officer's duties also include coordination of Panola County Drug Court treatment team, program planning, monitoring and evaluating program activity and effectiveness, coordination of Drug Court proceedings. Has broad responsibilities as it relates to carrying out the Drug Court policies established by CJD. Charge of public relations and seeking community participation. All members of the team are certified for the position and duties in which they hold. The probation officer will attend a drug court training or drug related training in order to remain current on drug trends and laws to aid in competency.

Performance Management :

The goals of this project are to rehabilitate and reduce offender recidivism in our community by the continuation of the intensive Drug Court Program. Our goal is to continue to rehabilitate offenders, using a non-adversarial court approach, thus reducing recidivism. A drop in substance abuse is anticipated, as measured by the intoxilizer/urine screen results. We project criminal activity will be lowered after completion, as measured by criminal history record checks. Assessment scores are expected to show improvement in social functioning, employment stability, educational attainment, relationship stability, family reunification, amenability to treatment, and self-satisfaction. Drug Court participants obtain additional treatment faster than other offenders. Outcomes will be measured through a comprehensive drug court evaluation. The Drug Court team is hopeful that each participant has the desire to make a positive change in their life and not allow the use of drugs to rule their actions.

Data Management:

Panola County CSCD provides investigative, administrative services, and office space with utilities. CSCD Drug Court employee administer the Drug Court.

Target Group :

Funding cuts and increasing use of methamphetamines, crack cocaine and synthetic drugs have led to long waiting lists for TAIP, SAFFP and contracted ISF treatment. Some counties where treatment facilities are located are not accepting out of county probationers. Our small rural county is less likely to cover expenses for physical exams and TB tests that are required for participation in residential treatment programs. The jails are at high capacity and do not allow for jail time sanctions as an incentive to Drug Court participants.

Evidence-Based Practices:

The Panola County Drug Court Program will use two evidence-based practices. One of which will be based off of the cognitive behavior theory and implemented minimally by the drug court treatment team, but mostly by the drug court counselor. This theory has many intervention methods that will be implemented in counseling therapy to help re-shape the probationer's thinking errors. The team will implement the theory by giving incentives (such as moving up stages, less drug testing, etc) and acknowledging wanted behavior. The team may also sanction unwanted behavior (by giving county jail time, requiring more AA/NA sessions, more drug testing, etc). Also, the treatment team will use the trans-theoretical stages of change theory. The stages of change theory is used to identify the probationer's progress. In this cycle of change, probationers go through pre-contemplation, contemplation, preparation, action, maintenance, and possibly relapse (Prochaska & Norcross, 2001). Identifying the probationer's stage of change will help to determine their readiness to be graduated from the program. References: Prochaska, O., & Norcross, J.C. (2001). Stages of Change. Psychotherapy: theory, Research, Practice, Training, 38(4), 443-448. doi: 10.1037/0033-3204.38.4.443

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Section 1: Program Enrolled/Served Population

This question is relevant for projects that serve or enroll specific individuals, rather than targeting the general public. This could include training, providing services, treatment programs, or offender programs. Please estimate the following for the project period, or if this does not apply to your project, enter "0" in each box.

Number of individuals NEWLY enrolled or BEGAN being served

20

Number of carry-over individuals enrolled/being served in the program at the beginning of the project period

25

Number of individuals who will successfully complete the program / full course of services

10

Choose one

My program does not serve or enroll specific individuals

My program's typical designed (ideal) length is best measured in HOURS of services delivered/ enrollment for each individual

My program's typical designed (ideal) length is best measured in DAYS of services delivered/ enrollment for each individual

Enter the number of hours or days (depending on selection above) of the typical designed (ideal) length of the program for each individual. Enter "0" if you indicated that your program does not serve or enroll specific individuals.

365

Section 2: Special Project Types and Information

Select all special project types that apply to your project.

Task forces: Project will support the operations and coordination activities of a task force.

Yes

No

If you answered 'YES' above, enter the name of the task force. If you selected **No**, enter **N/A**.

n/a

If you answered 'YES' above, enter the agencies or organizations that participate in the above-named task force. If you selected **No**, enter **N/A**.

n/a

Gang activity: Project involves a focus specifically on gang activity

Yes

No

Transnational and organized crime: Project involves a focus specifically on transnational and organized crime

Yes

No

Border activities: Project involves a focus specifically related to the Texas-Mexico border.

Yes

No

Human trafficking (select all that apply)

Project focuses on human trafficking

Project specifically focuses on trafficking of minors

Project specifically focuses on trafficking of adults

Project specifically focuses on sex trafficking

Project specifically focuses on labor trafficking

Project does not have any particular focus on human trafficking

Section 3: Juvenile Justice Projects

Select all categories that describe the project's juvenile crime activities. Definitions are available [here](#)

Diversion

Mental health services

Aftercare/reentry

After-school programs

Alternatives to detention

Community-based programs and services

Delinquency prevention

Girl-focused services

School programs

Substance and alcohol abuse

Disproportionate minority contact

Mentoring, counseling and training programs

Job training

Aptitude testing

Diversion in a rural setting

Project does NOT have a particular focus on juvenile crime

Section 4: Campus-Based Projects

This project is based on – or serves – one or more specific educational campuses (K-12 or higher education)

How many TOTAL students at ALL campuses will be served by the project? (enter "0" if this project is not based on – or serves – specific educational campuses)

0

List each educational campus that will be served by this project. Enter 'N/A' if this project is not based on – or serves – specific educational campuses

n/a

Section 5: Crime or Victim Type

This question is for justice projects that target specific crimes and ALL victim services projects. Others may enter "100" under "All other crimes". Applicants to serve victims of or prosecute/investigate/prevent exclusively child sex trafficking victims should assign 100% to that category.

Select the type(s) of crime or crime victim this project targets and provide the percentage of time dedicated to each. Applicants with projects that target multiple-offense offenders or multiple-victimization victims should assign percentages that best describe the activity. Percentages may not exceed 100%.

Sexual assault (%)

0

Domestic abuse (%)

0

Child abuse (%)

0

DUI / DWI (crashes for victim services) (%)

0

Crime or Victim Type

0

Assault (%)

0

Adults molested as children (%)

0

Elder abuse (%)

0

Robbery (%)

0

Stalking (%)

0

Dating/acquaintance violence (%)·

0

Human trafficking (%)

0

Child sex trafficking (%)·

0

All other crimes (%)

0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Casework, Non-Licensed Counseling, Individual Advocacy, or Other Support	75 00	Service administered by the Drug Court Officer. office visits, assessments, urine analysis, breath testing, home visits, drug court staffing, new intakes, making referrals and connecting to resources, organize court functions, etc
Counseling, Therapy, or Other Care Performed by a Licensed Professional	15 00	Counseling or therapy delivered by a licensed professional such as a LCDC/LCSW
Instruction and Support for Employment or the Workforce	5.00	Assistance- Lead the unemployed participants in utilizing the computer lab at the probation office for job searches and/or studying for the GED Referrals to the Workforce Center may also be made
Program Evaluation and Assessment	5 00	Measure the effectiveness of the drug court program through surveys, county reports, etc

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
*REQUIRED TOTAL Casework, non-licensed counseling, individual advocacy, or other support Hours delivered by EMPLOYEES	1600
*REQUIRED TOTAL Casework, non-licensed counseling, individual advocacy, or other support Hours delivered BY VOLUNTEERS	0
*REQUIRED TOTAL. Casework, non-licensed counseling, individual advocacy, or other support. Individuals receiving	45
*REQUIRED TOTAL Counseling, therapy, or other care performed by a licensed professional Hours delivered	165
*REQUIRED TOTAL Counseling, therapy, or other care performed by a licensed professional Individuals receiving	45
*REQUIRED TOTAL Instruction or support for employment or the workforce Hours delivered	8
*REQUIRED TOTAL. Instruction or support for employment or the workforce Individuals receiving	15
*REQUIRED TOTAL Program evaluation and assessment Programs assessed	1
Advocacy/ accompaniment / assistance for criminal justice system interactions· Victim individuals receiving	0
Advocacy/ accompaniment for medical care Individuals receiving	0
Case management or advocacy (general) Individuals receiving	45
Casework, non-licensed counseling, advocacy, or other support Individuals receiving AFTERCARE	4

Casework/support/care needs assessment NOT performed by a licensed therapist Individuals receiving	0
Job or skills TRAINING (not towards a particular certification or license) Individuals receiving	0
Job placement/ seeking support Individuals receiving	15
Job placement/ seeking support Individuals receiving WHO OBTAIN employment	10
Job, aptitude, or skills ASSESSMENT Individuals receiving	0
Licensed counseling/ therapy AFTERCARE Individuals receiving	4
Licensed counseling/therapy. Individuals assessed	40
Licensed trauma-informed therapy individuals receiving	0
Licensed treatment for mental health disorders Individuals receiving	0
Medical services – emergency Individuals receiving	0
Mentoring (general) Individuals receiving	0
Multi-disciplinary care teams Individuals receiving care	0
Peer support (general) Individuals receiving	0
Professional or technical certification or license Individuals receiving instruction or training	0
Professional or technical certification or license Individuals receiving instruction or training WHO OBTAIN the certification or license	0
Referrals to other agencies Individuals referred	20
Sexual assault exams performed by a certified Sexual Assault Nurse Examiner (SANE) Individuals receiving	0
Sexual assault exams performed by someone other than a certified Sexual Assault Nurse Examiner (SANE) Individuals receiving	0
Sexual Assault Response Teams (SART) (MUST include a law enforcement representative, medical professional, and community-based advocate) Individuals receiving COORDINATED CARE	0
Victims assisted with developing safety plans (non-residential)	0
Victims-offender meetings. Victims participating	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of new enrollments	20
Number of participants	45
Number of people assessed	35

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
Number enrolled in school or working (full time or part time) at time of graduation	20
Number earned a GED, diploma, or vocational training	5
Number of successful completions	20

Section 1: Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following

- 1 Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested,
- 2 A commitment to provide all applicable matching funds,
- 3 A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note If a name is provided, you must update CJD should the official change during the grant period), and
- 4 A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab

Section 2: Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project

The program director will monitor and ensure that vendor complies with terms of the Policies and Procedures Manual Vendor is paid for contract services only and abides by the rules and regulations of the contract Services are paid per individual session, group session, and staffing session Invoices are submitted for each session and approved by the director

Section 3: Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Section 4: Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx)

Enter the Begin Date [mm/dd/yyyy]

1/1/2017

Enter the End Date [mm/dd/yyyy]

12/31/2017

Section 5: Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources

Enter the amount (\$) of Federal Grant Funds

77349

Enter the amount (\$) of State Grant Funds

583290

Section 6: Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular, or CFR Part 200, Subpart F - Audit Requirements

Enter the date of your last annual single audit

12/31/2014

Section 7: Equal Employment Opportunity Plan

Type I Entity

Defined as an applicant that meets one or more of the following criteria

- the applicant has less than 50 employees,
- the applicant is a non-profit organization,
- the applicant is a medical institution,
- the applicant is an Indian tribe,
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302,
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP, and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services

Type II Entity

Defined as an applicant that meets the following criteria

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E,
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority,
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations,
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services, and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below)

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed
County Judge LeeAnn Jones 110 South Sycamore Room 216 A Carthage, Texas 75633

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U S Department of Justice

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority,
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U S Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations, and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services

Based on the definitions and requirements above, the applicant agency certifies to the following entity type

- Type I Entity
 Type II Entity
 Type III Entity

Section 8: Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995)

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency,
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet, and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default

Select the appropriate response

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements

Section 9: FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k a positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below

In the sub recipient's preceding completed fiscal year, did the sub recipient receive (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements, AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U S C 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a k a positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations 17 CCR 229 402)

Position 1 - Name

Position 1 - Total Compensation (\$)

0

Position 2 - Name

Position 2 - Total Compensation (\$)

0

Position 3 - Name

Position 3 - Total Compensation (\$)

0

Position 4 - Name

Position 4 - Total Compensation (\$)

0

Position 5 - Name

Position 5 - Total Compensation (\$)

0

Fiscal Capability Information

Section 1: Organizational Information

Enter the Year in which the Corporation was Founded
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status
Enter the Employer Identification Number Assigned by the IRS
Enter the Charter Number assigned by the Texas Secretary of State

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger) The grantee must establish a time and effort system to track personnel costs by project This should be reported on an hourly basis, or in increments of an hour

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)

Select the appropriate response

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability

Enter your explanation

Section 3: Financial Capability

Grant agencies should prepare annual financial statements At a minimum, current internal balance sheet and income statements are required A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time An income statement is a summary of revenue and expenses for a grant agency during a fiscal year

Has the grant agency undergone an independent audit?

Select the appropriate response

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability

Enter your explanation

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability

Enter your explanation

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist For example, one person should not have authorization to sign checks and make deposits

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability
Enter your explanation

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Breathalyzer	Funding for a breathalyzer.	\$125 00	\$0 00	\$0 00	\$0 00	\$125 00	1
Personnel	Correctional Officer	RETAIN- Supervision Officer I- Panola County Supervision and coordination of Panola County Drug Court CSCD employees and contract services Program planning, monitoring and evaluating program activity and effectiveness Coordination of Drug Court proceedings with Panola County courts Has broad responsibilities and authority as it relates to carrying out the Drug Court policies established by CJD In charge of public relations and seeking community participation Conduct regular drug screens, collect fees, monitor compliance, conduct referral and follow-up activities, provide progress reports, make recommendations, and identify supervision and ancillary service needs, coordinate continuum of care through regular contact with treatment providers, make recommendations along a continuum or sanctions, and prepare paperwork for the judge's consideration upon violation of the conditions Salary of \$36,500 Fringe benefits Retirement matching 24 02%= \$8,768, FICA matching 7 65%= \$2,797, insurance at approximately \$1010 per month = \$12,120, unemployment at 0060%= \$220; Workman's Compensation 3 0%= \$1,098	\$61,503 00	\$0 00	\$0 00	\$0 00	\$61,503 00	100
Personnel	Court Coordinator	RETAIN- District Attorney Investigator- Panola County- Screens defendants for admittance into Drug Court program, part of Drug Court Team Salary of \$5000 00 Fringe benefits Retirement matching 24 02%= \$1,202 00, FICA matching 7 65%= \$383 00, unemployment at 0060%= \$40, Workman's Compensation 3 0%= \$152 00	\$6,777 00	\$0 00	\$0 00	\$0 00	\$6,777 00	9
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Lab based drug analysis for defendant or probation officers confirmation	\$500 00	\$0 00	\$0 00	\$0 00	\$500 00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training and travel, allow for the continuation of education in the field of criminal justice and/or as pertains to specific drug court training	\$2,500 00	\$0 00	\$0 00	\$0 00	\$2,500 00	0
Supplies and Direct Operating Expenses	Office Supplies (e g , paper, postage, calculator)	Office and Program Expenses * Office Supplies (e g , paper, postage, calculator) For the day to day operation of the Drug Court	\$500 00	\$0 00	\$0 00	\$0 00	\$500 00	0
			\$6,000 00	\$0 00	\$0 00	\$0 00	\$6,000 00	0

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis Supplies, mouthpieces for breathalyzers, etc.						
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	RETAIN- LCDC/LCSW- Panola County, Licensed Chemical Dependency Counselors, provide assessment of the offender for placement, continually update the team as to progress in treatment, make recommendations for additional services, identify time frames for assessment and reassessment of treatment plan, provide training on assessment basis for substance abuse, the impact of treatment on the offender, and the potential for relapse, address therapeutic responses in team meetings, and advocate for continuum of care beyond treatment continuum to include other community-based services	\$17,000 00	\$0 00	\$0 00	\$0 00	\$17,000 00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0 00	\$0 00	\$0.00	\$0 00	\$0 00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$17,500 00	\$0 00	\$0 00	\$0 00	\$17,500 00
Equipment	\$125 00	\$0 00	\$0 00	\$0 00	\$125 00
Personnel	\$68,280 00	\$0 00	\$0 00	\$0 00	\$68,280 00
Supplies and Direct Operating Expenses	\$6,500 00	\$0 00	\$0 00	\$0 00	\$6,500 00
Travel and Training	\$2,500 00	\$0 00	\$0 00	\$0 00	\$2,500 00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
-----	------------	---------------	-----	-------

\$94,905.00	\$0.00	\$0.00	\$0.00	\$94,905.00
-------------	--------	--------	--------	-------------

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
--	--------------	----------	------------	----------------------

You are logged in as **User Name** khenderson2017

DRUG COURT PROPOSED BUDGET FOR FISCAL YEARS 2018

1 a) Legal Name of Organization		Panola County
b) Title of Project		Panola County CSCD Adult Drug Court
c) Grant Period.		From 9/01/2017 To 8/31/2018
d) Grant Number 17470-14		
Date Submitted.		
		PROPOSED FY 2018 BUDGET
CJD FUNDS		\$94,905
Other Revenue		
Panola Counties Match Funds		\$0
TOTAL REVENUE		\$94,905
BUDGET SUMMARY		
DIRECT COSTS:		
PERSONNEL		\$68,280
CONTRACTUAL AND PROFESSIONAL SERVICES		\$17,500
SUPPLIES AND DIRECT OPERATING EXPENSES		\$9,000
EQUIPMENT		\$125
TOTAL EXPENDITURES		\$94,905
This budget has been approved in accordance with the adopted budget approval procedures established by the local judges responsible for the CSCD's budget/budget adjustments, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76 002(a)		
Budget Requested By		
Authorized Official/Grant Recipient (original signature required)		Date

Budget / Adjustment Endorsement

Judge Lee Ann Jones, Panola County Date

Judge Terry Bailey, Panola County Court at Law Date

Judge LeAnn Kay Rafferty, 123RD Judicial District Date

FILED FOR RECORD
IN MY OFFICE

AT 3:20 O'CLOCK P M

FEB 08 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Gina Golden DEPUTY

SUPPORTING SCHEDULES FOR FY 2018 BUDGET

CHIEF COUNTY Panola	PROGRAM TITLE Panola County CSCD Adult Drug Court	
TYPE OF EXPENDITURE	% of time devoted to this program	FY 2018
SALARIESFRINGE BENEFITS		
1 Full-time Salaries--Position Title		
Supervision Officer Supervision Officer - Panola & Shelby Counties responsible for screening and monitoring offenders to determine eligibility, conduct regular drug screens, collect fees, monitor compliance, conduct referral and follow-up activities, provide progress reports, make recommendations, and identify supervision and ancillary service needs, coordinate continuum of care through regular contact with treatment providers, make recommendations along a continuum of sanctions, and prepare paperwork for the judge's consideration upon violation of the conditions	100%	36,500
District Attorney Investigator - Panola County Screens defendants for admittance into Drug Court program, part of Drug Court Team	9%	5,000
(Attach additional pages if necessary)		
Total Full-time Salaries		41,500

SUPPORTING SCHEDULES FOR FY 2018 BUDGET

CHIEF COUNTY: Panola		PROGRAM TITLE	Panola County CSCD Adult Drug Court
TYPE OF EXPENDITURE			FY 2018
SALARIES/FRINGE BENEFITS (Continued)			
2 Part-time Salaries--Position Title			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Part-time Salaries			\$0
Total Salaries (Part-time + full-time.)			\$41,500
3 Fringe Benefits			
a Retirement Matching	24 02%		\$9,970
b FICA Matching	7 65%		\$3,180
c Insurance	approx \$1010 per month		\$12,120
d Unemployment Benefits	0 0060%		\$260
e Other (specify)			
Workman's Compensation	3 00%		\$1,250
Total Fringe Benefits			\$26,780
TOTAL SALARIES/			
FRINGE BENEFITS			\$68,280

SUPPORTING SCHEDULES FOR FY 2018 BUDGET

CHIEF COUNTY Panola	PROGRAM TITLE Panola County CSCD Adult Drug Court	
TYPE OF EXPENDITURE	% of time devoted to this program	FY 2018
CONTRACTUAL AND PROFESSIONAL SERVICES LCDC, LCSW - Panola County, Licensed Chemical Dependency Counselors, provide assessment of the offender for placement, continually update the team as to progress in treatment, make recommendations for additional services, identify time frames for assessment and reassessment of treatment plan, provide training on assessment basis for substance abuse, the impact of treatment on the offender, and the potential for relapse, address therapeutic responses in team meetings, and advocates for continuum of care beyond treatment continuum to include other community-based services		\$17,000
Drug Analysis or Employee Drug Testing Services Lab based drug analysis for defendant or probation officers confirmation		\$500
TOTAL CONTRACT SERVICES FOR OFFENDERS		\$17,500

SUPPORTING SCHEDULES FOR FY 2018 BUDGET

CHIEF COUNTY Panola	PROGRAM TITLE Panola County CSCD Drug Court
TYPE OF EXPENDITURE	FY 2018
PROFESSIONAL FEES	
1 Fiscal Service Fee (TDCJ-CJAD Funding x 0075)	\$0
2 Other Professional Fees (specify)	
Staff Training	\$0
Licenses/Memberships	\$0
Registration Fees	\$0
Bonds & Insurance	\$0
Legal Services	\$0
	\$0
	\$0
	\$0
TOTAL PROFESSIONAL FEES	\$0

SUPPLIES & OPERATING EXPENDITURES		
1 Office Supplies		\$500
2 Urinalysis Supplies		\$6,000
3 Travel & Training		\$2,500
4 Other Operating Expenditures (specify)		
TOTAL SUPPLIES & OPERATING EXPENDITURES		\$9,000

SUPPORTING SCHEDULES FOR FY 2018 BUDGET

CHIEF COUNTY Panola	PROGRAM TITLE Panola County CSCD Drug Court	
TYPE OF EXPENDITURE		FY 2018
EQUIPMENT		
Breathalyzer		\$125
TOTAL EQUIPMENT		\$125

{2018 DRUG COURT BUDGET.xls}

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
COMMUNITY JUSTICE ASSISTANCE DIVISION

BUDGET ADJUSTMENT REQUEST

Chief County: PANOLA

Program Title AND ID Number: SEX OFFENDER SERVICES SPECIALIZED
CASELOAD #13

Funding Source: DP

Adjustment Number: 1

Fiscal Year: 2017

This budget adjustment has been approved in accordance with the adopted budget approval procedures established by the local judges responsible for the CSCD's budget/budget adjustments, which is in compliance with the Open Meetings Act, Government Code 551 and Government Code 76.002 (a).

Kerian Henderson
CSCD Interim Director (Print Name)

CSCD Interim Director (Signature) Date

Budget/Adjustment Endorsements:

Judge Terry Bailey, Panola County Court at Law

Judge LeAnn Kay Rafferty, 123RD Judicial District

FILED FOR RECORD
IN MY OFFICE

AT 3:20 O'CLOCK P M

FEB 08 2017

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Gina Golden DEPUTY

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
Budget Adjustment - Fiscal Year 2017
Date Received: 1/11/2017

APPROVED BY: _____ DATE APPROVED _____
 Nancy Espinoza, TDCJ-CJAD Budget Director

CSCD: Panola	Year: 2017	ADJ #: J	Program: 13 - Sex Offender Services (Ca	Funding Type DP	Other Funding: None	
REVENUE			APPROVED	ADJ REQ	TOTAL	
TDCJ-CJAD Funding (State Aid)	\$	46,619	\$	-46,619	\$	0
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
TOTAL REVENUE	\$	46,619	\$	-46,619	\$	0

EXPENDITURES:			APPROVED	ADJ REQ	TOTAL	
Salaries/Fringe Benefits	\$	44,855	\$	-44,855	\$	0
- Full Time Salaries						
- Part Time Salaries						
- Fringe Benefits						
Travel/Furnished Transportation	\$	0	\$	0	\$	0
Contract Services for Offenders	\$	0	\$	0	\$	0
Professional Fees	\$	0	\$	0	\$	0
Supplies & Operating Expenses	\$	1,764	\$	-1,764	\$	0
Facilities	\$	0	\$	0	\$	0
Utilities	\$	0	\$	0	\$	0
Equipment	\$	0	\$	0	\$	0
TOTAL EXPENDITURES:	\$	46,619	\$	-46,619	\$	0

Section 6 - Full Time Salaries

GRAND TOTALS		\$34,000	(\$34,000)	\$0
Position Title	% Time	Current	Requested	Adjusted
CSO II	100	34,000	-34,000	0

Section 8 - Fringe Benefits

GRAND TOTALS		\$10,855	(\$10,855)	\$0
Position Title	% Time	Current	Requested	Adjusted
FICA Matching	7.65%	2,605	-2,605	0
Retirement	24.02%	8,180	-8,180	0
Unemployment	.0020%	70	-70	0

Section 12 - Supplies & Operating Expenses

GRAND TOTALS		\$1,764	(\$1,764)	\$0
Position Title	% Time	Current	Requested	Adjusted
URINALYSIS SUPPLIES	\$6 / 13 PANEL	1,764	-1,764	0



Emmett & Miriam
McCoy
College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2016 Certificate of Membership
County Investment Academy

Hon. Joni Reed

Successfully completed investment education that satisfies Section 2256.008 of
the Texas Public Funds Investment Act. This ongoing commitment to
continuing education provides maximum benefit to

Panola County

Issued by the Texas Association of Counties the thirty-first day of December, 2016

Handwritten signature of Joyce G. Hudman in cursive.

Hon. Joyce G. Hudman, President

Handwritten signature of Mr. Gene Terry in cursive.

Mr. Gene Terry, Executive Director

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

02-13-2017



Lee Ann Jones,
County Judge

NAME:

Lee Ann Jones

POSITION:

County Judge

Conf 63735028 DL

DEPARTMENT:

County Judge

Conf 63734484 J6

DATE:

January 18, 2017

Conf#63724550 LJ
63733616 RL

CONFERENCE:

North & East Texas CJs and Comms Assoc. Annual

LOCATION:

Beaumont

Conference

DATES:

May 15, 2017 to May 18, 2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE:

4

Does the conference meet your educational requirements for the year?

Yes

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

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

conference?

13 hrs

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?

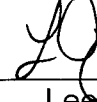
Yes

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

02-13-2017



Lee Ann Jones,
County Judge

NAME:

Ronnie LaGrone

POSITION:

County Commissioner

DEPARTMENT:

Precinct # 1

DATE:

January 31, 2017

CONFERENCE:

North & East Texas County Judges and Commissioners Association

LOCATION:

Beaumont

DATES:

May 15, 2017 to May 18, 2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? 13

How much of your requirements have been met already, not counting this conference? 6 hrs carried over from 2016

How many days have you been away from your job this year for conferences, not counting this conference? None

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

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
02-13-2017

Lee Ann Jones,
County Judge

NAME: John Gradberg

POSITION: County Commissioner

DEPARTMENT: Precinct # 2

DATE: January 31, 2017

CONFERENCE: North & East Texas County Judges and Commissioners Association

LOCATION: Beaumont

DATES: May 15, 2017 to May 18, 2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? 13

How much of your requirements have been met already, not counting this conference? 5.50 hrs carried over from 2016

How many days have you been away from your job this year for conferences, not counting this conference? None

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

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

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED
02-13-2017


Lee Ann Jones,
County Judge

NAME: Dale LaGrone
POSITION: County Commissioner
DEPARTMENT: Precinct # 4
DATE: January 31, 2017

CONFERENCE: North & East Texas County Judges and Commissioners Association

LOCATION: Beaumont

DATES: May 15, 2017 to May 18, 2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

If not, how much of your requirements will be met by this conference? 13

How much of your requirements have been met already, not counting this conference? 2.5 Nac Class Carried over from 2016

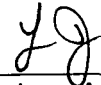
How many days have you been away from your job this year for conferences, not counting this conference? None

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

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

APPROVED

02-23-2017



Lee Ann Jones,
County Judge

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

NAME. Tina C Mcnullen
POSITION. Jail Administrator
DEPARTMENT Panola County Sheriff office
DATE. 1-9-2017

CONFERENCE. Odyssey Connect
LOCATION: San Antonio
DATES 5-7-2017 to 5-9-2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE. 2

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

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

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

NONE

How many days have you been away from your job this year for conferences, not counting this conference? NONE

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

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

Training on the Odyssey System.

APPROVED

02-23-2017

LA

Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME Denise Gray

POSITION Deputy

DEPARTMENT: Sheriff's Dept.

DATE 1/24/17

CONFERENCE Civil Process Seminar

LOCATION Mc Kinney

DATES 4/18/17 to 4/21/17

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE 5

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

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

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

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

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

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

new duties at work.

APPROVED

02-13-2017



Lee Ann Jones,
County Judge

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

NAME: Richard Mojica
POSITION: Deputy
DEPARTMENT: Panola County Sheriff's Office
DATE: January 30, 2017

CONFERENCE: NNDDA National Training Conference
LOCATION: Buchanan, Tennessee
DATES: May 1, 2017 to May 6, 2017
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 6

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

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

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

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

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


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

Training for job duties

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

APPROVED

02-13-2017


Lee Ann Jones,
County Judge

NAME: MITCH WORTON
POSITION: CONSTABLE
DEPARTMENT: P.C CONSTABLE Pct. 2
DATE: 1-26-17

CONFERENCE: BILL BLACKWOOD LAW ENFORCEMENT
LOCATION: DENTON TX
DATES: March 27 to March 31
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 5

Does the conference meet your educational requirements for the year? Yes For CONSTABLE
C.E.

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

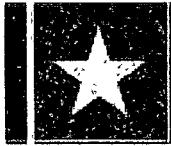
How much of your requirements have been met already, not counting this conference? _____

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

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

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

THIS 40 HOUR CLASS WILL FULFILL MY
REQUIREMENTS FOR THE 2016-2017 CYCLE
FOR CONSTABLE CONTINUING EDUCATION.



SAM HOUSTON STATE UNIVERSITY

BILL BLACKWOOD LAW ENFORCEMENT
MANAGEMENT INSTITUTE OF TEXAS

Rebecca L. Bowden
PROGRAM COORDINATOR
TCLC - NEC - CEC

HUNTSVILLE, TEXAS 77341-2417
(936) 294-4756 • (800) 477-9248 • FAX (936) 294-3926
WWW.LEMITONLINE.ORG

Mitch Norton, Constable
Panola County, Precinct 2&3
110 S Sycamore, Room 102A
Carthage, TX 75633

FAX #:

**RE: Continued Education for Constables (CEC) School
March 27th - 31st, 2017; Denton, Texas**

Dear Constable Norton

Your registration for the Continued Education for Constables class to be held in Denton, Texas from March 27th - 31st, 2017 is confirmed. LEMIT strives each year to provide an excellent executive training opportunity for its participants and this year will be no different. Like all agencies across the State of Texas, LEMIT must ensure its responsibilities are met within budget constraints. Constables registering for training will be responsible for their own transportation to/from Denton, hotel accommodations (reservations and costs) and the cost of their breakfast and evening meals, however, most hotels provide some sort of complimentary breakfast for their guests. LEMIT will continue to provide instructors, training materials and lunch (Monday - Thursday) for the Constable training classes. We have secured a block of rooms at the SpringHill Suites Denton for \$91.00 per night, but if you prefer to stay elsewhere you are welcome to do so.

SpringHill Suites Denton 940-383-4100 or follow this Link by copying & pasting to your browser:
http://www.marriott.com/meeting-event-hotels/group-corporate-travel/groupCorp.mi?resLinkData=2017%20LEMIT%20Conference%20Training%5EDFWSD%60TLCTLCA%6091.00%60USD%60false%603%603%603%6026%6017%603%6031%6017%603%605%6017&app=resvlink&stop_mobi=yes

\$91.00/night+Tax USD per night (Hotel room rate is subject to applicable state and local taxes (currently in effect at the time of check-in). A block of rooms has been reserved under "LEMIT Conference Training".
Reservation Cutoff Date March 5, 2017

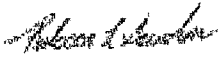
The program will be held at the **SpringHill Suites Denton** located at 1434 Centre Place Drive, Denton, Texas 76205, beginning promptly at 8:00 a.m. on Monday, March 27th, 2017, and will conclude no later than 12:00 noon on Friday, March 31st, 2017. If you must cancel your participation in this class, please contact us immediately as we do have a "no-show" policy listed below.

PLEASE NOTE OUR NO – SHOW POLICY

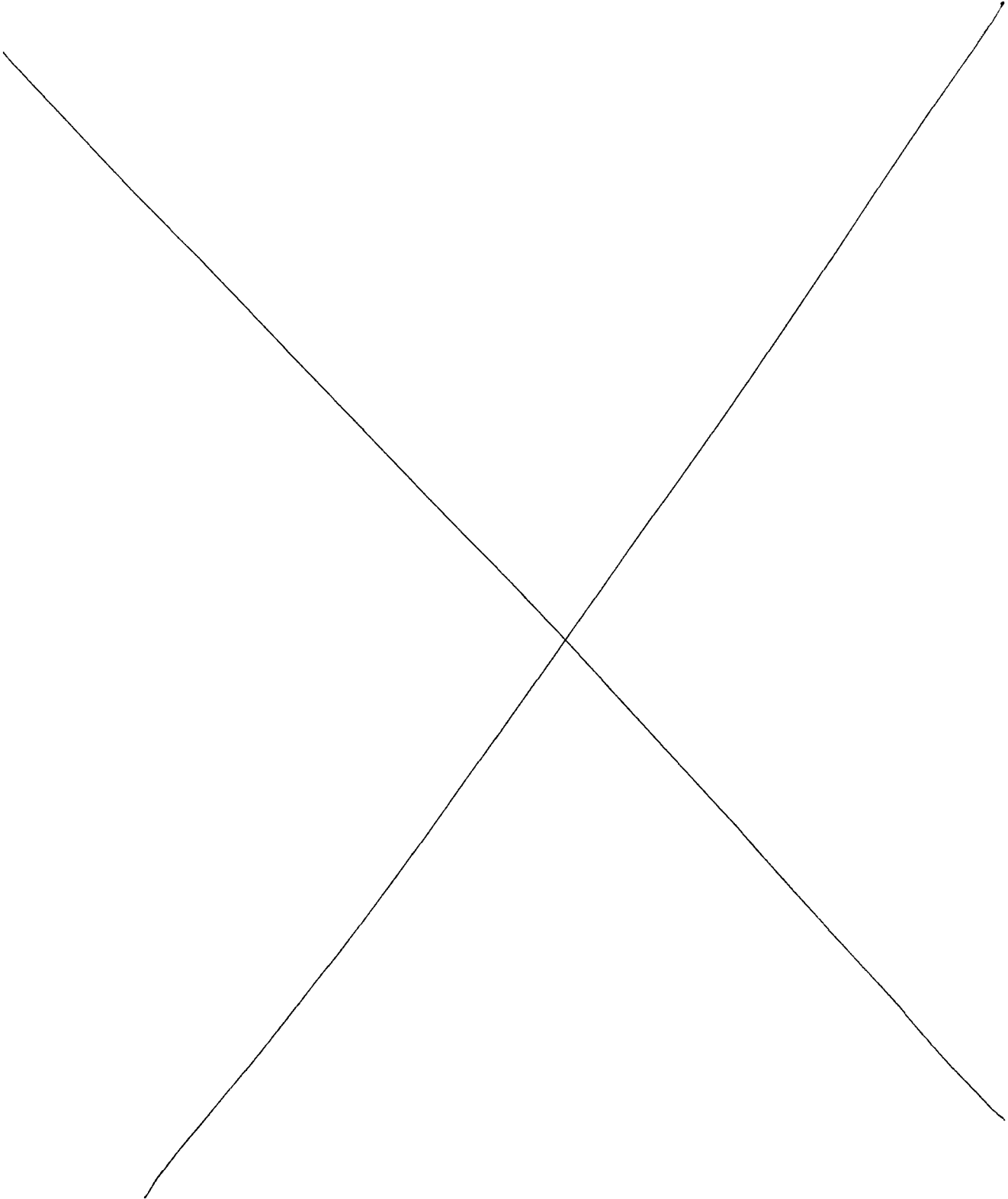
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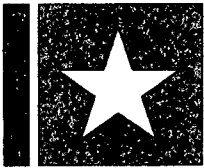
Please send a reply to this e-mail so as to acknowledge receipt of this confirmation letter. Should you have any questions, please do not hesitate to call me at (936) 294-4756. We look forward to seeing you at this LEMIT program.

Sincerely,

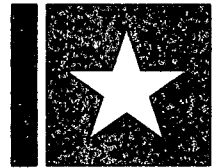


Rebecca Bowden
Program Coordinator





Continuing Education for Constables
Bill Blackwood Law Enforcement Management Institute of Texas
March 27-31, 2017
Denton, TEXAS



Breakfast at the hotel - Lunch- Provided by LEMIT - Dinner on your own

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TURN IN EVALUATIONS AT THE END OF EACH DAY, THANK YOU!

APPROVED

02-13-2017



Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME Charles Blue

POSITION Deputy Constable

DEPARTMENT P.C. CONSTABLE Pct 2

DATE 1-26-17

CONFERENCE BILL BLACKWOOD LAW ENFORCEMENT

LOCATION DENTON TX

DATES March 27 to March 31

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE 5

Does the conference meet your educational requirements for the year? Yes For CONSTABLE C.E.

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

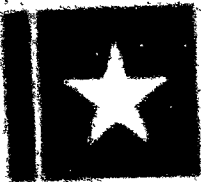
How much of your requirements have been met already, not counting this conference? _____

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

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

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

THIS 40 HOUR CLASS WILL FULFILL MY
REQUIREMENTS FOR THE 2016-2017 CYCLE.
FOR CONSTABLE CONTINUING EDUCATION.



SAM HOUSTON STATE UNIVERSITY
BILL BLACKWOOD LAW ENFORCEMENT
MANAGEMENT INSTITUTE OF TEXAS

Rebecca L. Bowden
 PROGRAM COORDINATOR
 TOLC - NEC - CEC

HUNTSVILLE, TEXAS 77341
 (281) 294 4750 • (800) 477 9243 • FAX
WWW.LEMITONLINE.ORG

FAX #:

Charles Blue, Deputy Constable
 Panola County, Precinct 253
 110 S. Sycamore Room 102
 Carthage, TX 75633

RE: Continued Education for Constables (CEC) School
March 27th - 31st, 2017; Denton, Texas

Dear Deputy Constable Blue

Your registration for the Continued Education for Constables class to be held in Denton, Texas from March 27th - 31st, 2017 is confirmed. LEMIT strives each year to provide an excellent executive training opportunity for its participants and this year will be no different. Like all agencies across the State of Texas, LEMIT must ensure its responsibilities are met within budget constraints. Constables registering for training will be responsible for their own transportation to/from Denton, hotel accommodations (reservations and costs) and the cost of their breakfast and evening meals; however, most hotels provide some sort of complimentary breakfast for their guests. LEMIT will continue to provide instructors, training materials and lunch (Monday - Thursday) for the Constable training classes. We have secured a block of rooms at the SpringHill Suites Denton for \$91.00 per night, but if you prefer to stay elsewhere you are welcome to do so.

SpringHill Suites Denton 940-383-4100 or follow this Link by copying & pasting to your browser:
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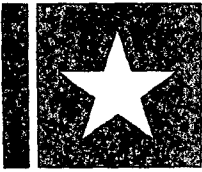
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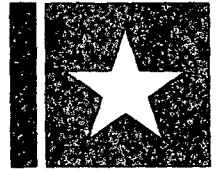
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Sincerely,

Rebecca Bowden
Program Coordinator



Continuing Education for Constables
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TURN IN EVALUATIONS AT THE END OF EACH DAY, THANK YOU!

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

APPROVED
02-13-2017


Lee Ann Jones,
County Judge

NAME: Jennifer Stacy

POSITION: 1st Assistant Auditor

DEPARTMENT: County Auditor

DATE: 02/13/2017

CONFERENCE: County Management & Risk Conference

LOCATION: San Marcos

DATES: 04/04/2017 to 04/07/2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 4

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

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

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

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

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

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

This conference will provide education for risk management, human resource trends, health care reform, workplace wellness and various other management topics

APPROVED

02-13-2017



Lee Ann Jones,
County Judge

**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: February 9, 2017

CONFERENCE: East Texas JP and Constable Association Meeting
and Training

LOCATION: Tyler, Texas

DATE: March 9, 2017

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

Does the conference meet your educational requirement for the year? **Additional training**

If not, how much of your requirements will be met by this conference? **this would be additional training and information for judges.**

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

None

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

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

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

The training will be done by the Forensic Medical Management Services discussing autopsy and other services offered by this agency. Also, networking/info sharing with fellow East Texas JP's in effort to better serve our citizens.

