

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:

Rockcliff Energy LLC proposes to place a
(COMPANY NAME)

10 inch temporary line within the Right-of-Way
(PIPE SIZE)

of County Road: 317 A 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 526 ft 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 20th day of
November, ~~2017~~.
2020

FIRM: Cypress Energy Corp
BY: Justin Smith
TITLE: Sr. ROW Agent
ADDRESS: 400 Travis St. Ste 1909
Sioux, LA 71101
PHONE: () 318-294-6875

APPROVAL

November 10, 2020

TO: Rockcliff Energy, LLC
Attn: Justin Smith
400 Travis St. Ste #1909
Shreveport, LA. 71101

RE: **CR #317-A**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **10" temporary line** within the right-of-way of County Road **#317-A** 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:

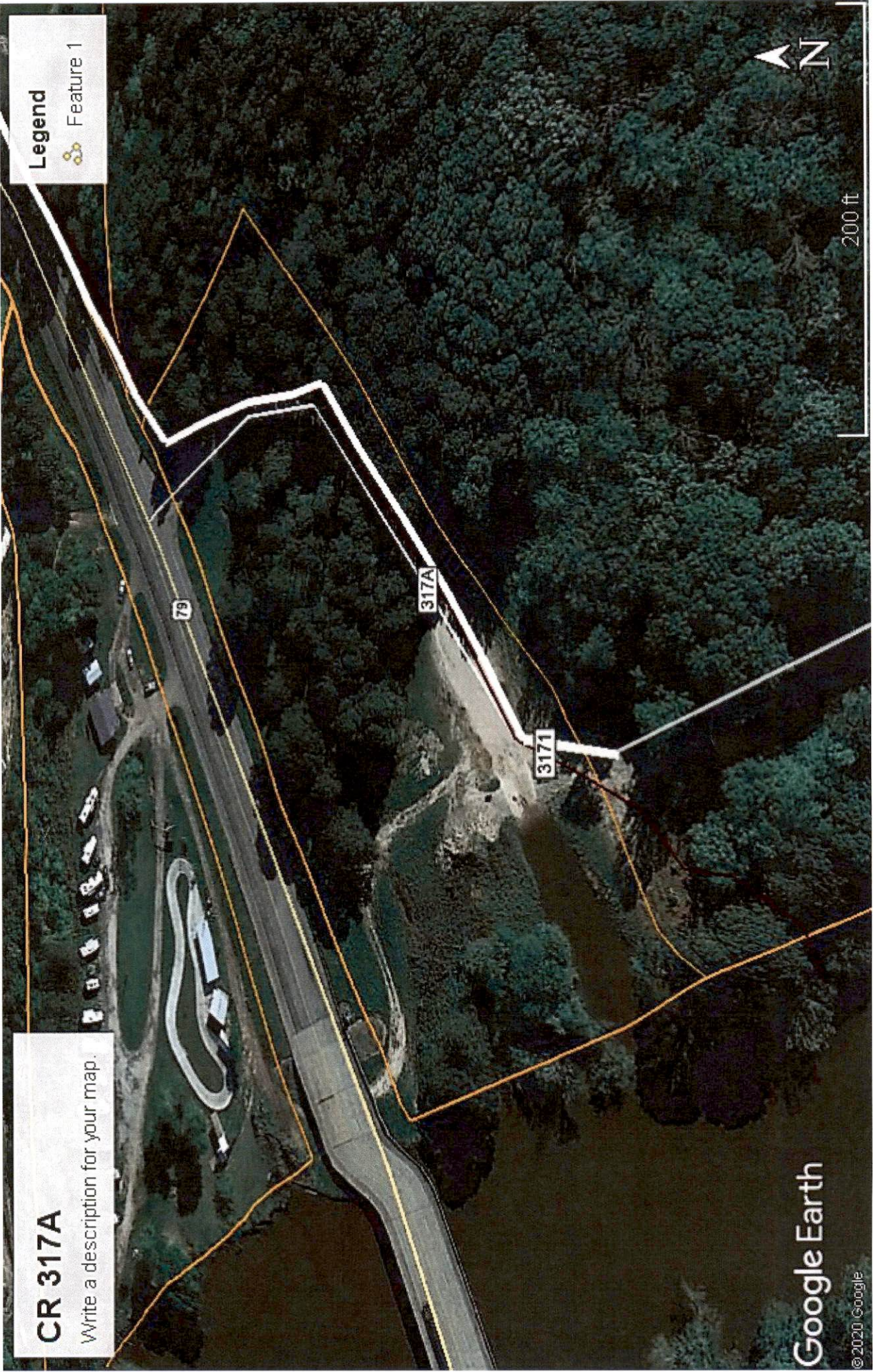
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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: 
COUNTY JUDGE

COMMISSIONERS:


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



CR 317A

Write a description for your map.

Legend

 Feature 1

Google Earth

© 2020 Google

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:

Rackcliff Energy LLC proposes to place
a (COMPANY NAME)

10 inch Temporary line within the Right-of-Way
(PIPE SIZE)

of County Road: 335 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 7,800 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 20th day of
October, ~~2017~~
2020

FIRM: Cypress Energy Inc
BY: Justin Smith
TITLE: Sr. ROW Agent
ADDRESS: 400 Travis St. Ste 1909
Shreveport, LA 71101
PHONE: () 318-244-6875

APPROVAL

November 10, 2020

TO: Rockcliff Energy, LLC
Attn: Justin Smith
400 Travis St. Ste #1909
Shreveport, LA. 71101

RE: **CR #335**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **10" temporary line** within the right-of-way of County Road **#335** 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: 
COUNTY JUDGE

COMMISSIONERS:

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



CR 335

Write a description for your map.

Legend

Feature 1

Google Earth

© 2020 Google

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:

Rockcliff Energy LLC proposes to place
a (COMPANY NAME)

6 inch water line within the Right-of-Way
(PIPE SIZE)

of County Road: 337, 3263, 326, 327 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 50 ft each 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 1st day of
November, ~~2019~~ 2020.

FIRM: Cypress Energy Inc
BY: Justin Smith
TITLE: Sr. Row Agent
ADDRESS: 400 Travis St., Ste 1909
Spartan, LA 71061
PHONE: () 318-294-6875

APPROVAL

November 10, 2020

TO: Rockcliff Energy, LLC
Attn: Justin Smith
400 Travis St. Ste #1909
Shreveport, LA. 71101

RE: **CR #337, #3263, #326 & #327**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **6" water line** within the right-of-way of County Road **#337, #3263, #326, & #327** 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:

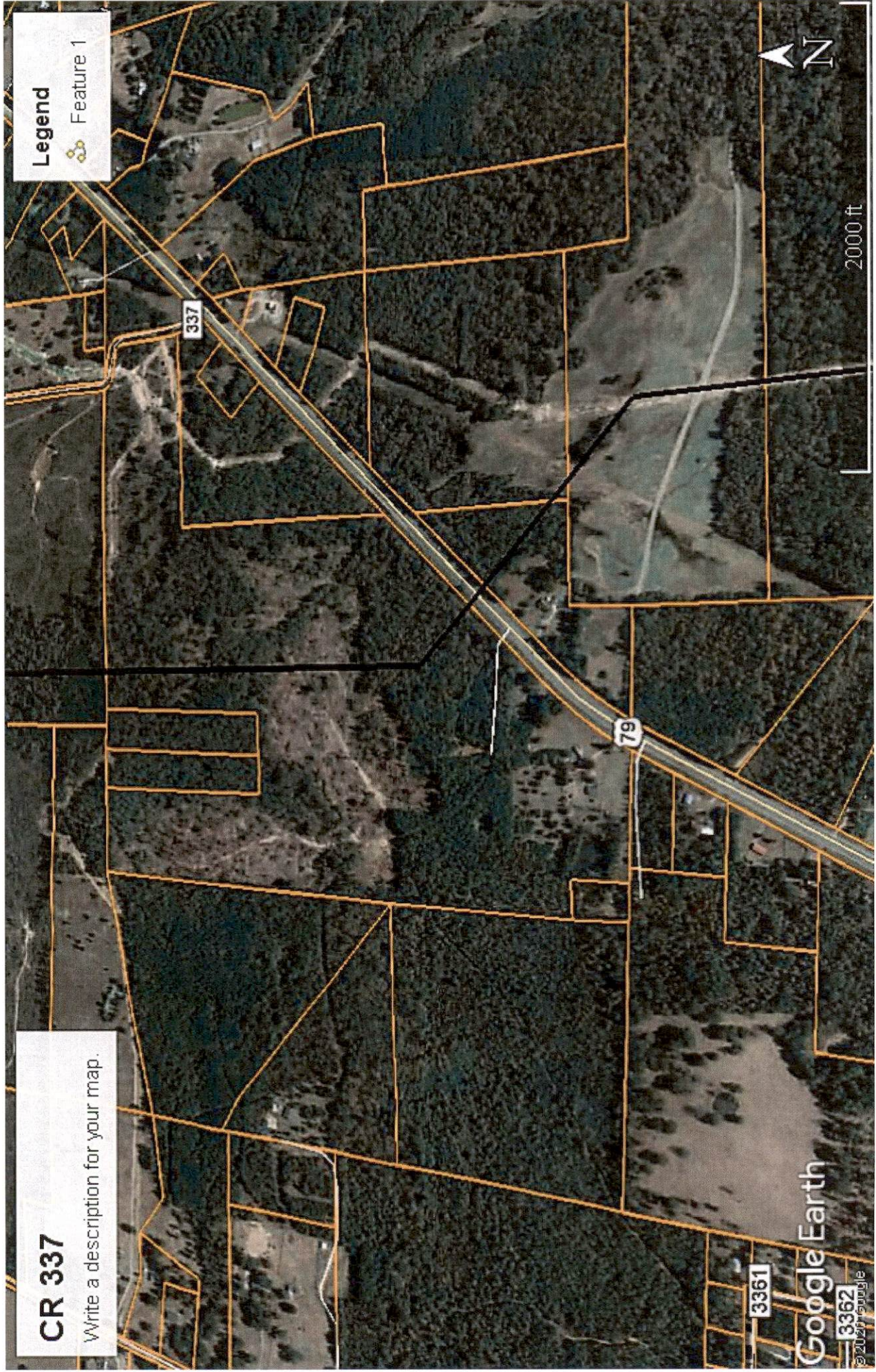
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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: 
COUNTY JUDGE

COMMISSIONERS:


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



CR 337

Write a description for your map.

Legend

 Feature 1

Google Earth

3361

3362

© 2020 Google

2000 ft

N


79

337

CR 3263

Write a description for your map.

Legend

 Feature 1

3264

3263

326

Pr-Rd 7263

Google Earth

© 2020 Google


N

1000 ft

CR 326

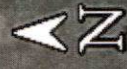
Write a description for your map.

Legend

 Feature 1

Google Earth

© 2020 Google



1000 ft

3262


326



CR 327

Write a description for your map.

Legend

 Feature 1

Google Earth

© 2020 Google

1000 ft

N



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:

Ruckcliff Energy LLC proposes to place a
(COMPANY NAME)

10 inch temporary line within the Right-of-Way
(PIPE SIZE)

of County Road: 3150 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 7150 ft 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 20th day of
November, 2017.
2020

FIRM: Cypress Energy Corp
BY: Justin Smith
TITLE: Sr. ROW Agent
ADDRESS: 460 Travis St. Ste 1909
Spear, LA 71101
PHONE: () 318-294-6875

APPROVAL

November 10, 2020

TO: Rockcliff Energy, LLC
Attn: Justin Smith
400 Travis St. Ste #1909
Shreveport, LA. 71101

RE: **CR #3150**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **10" temporary line** within the right-of-way of County Road **#3150** 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:

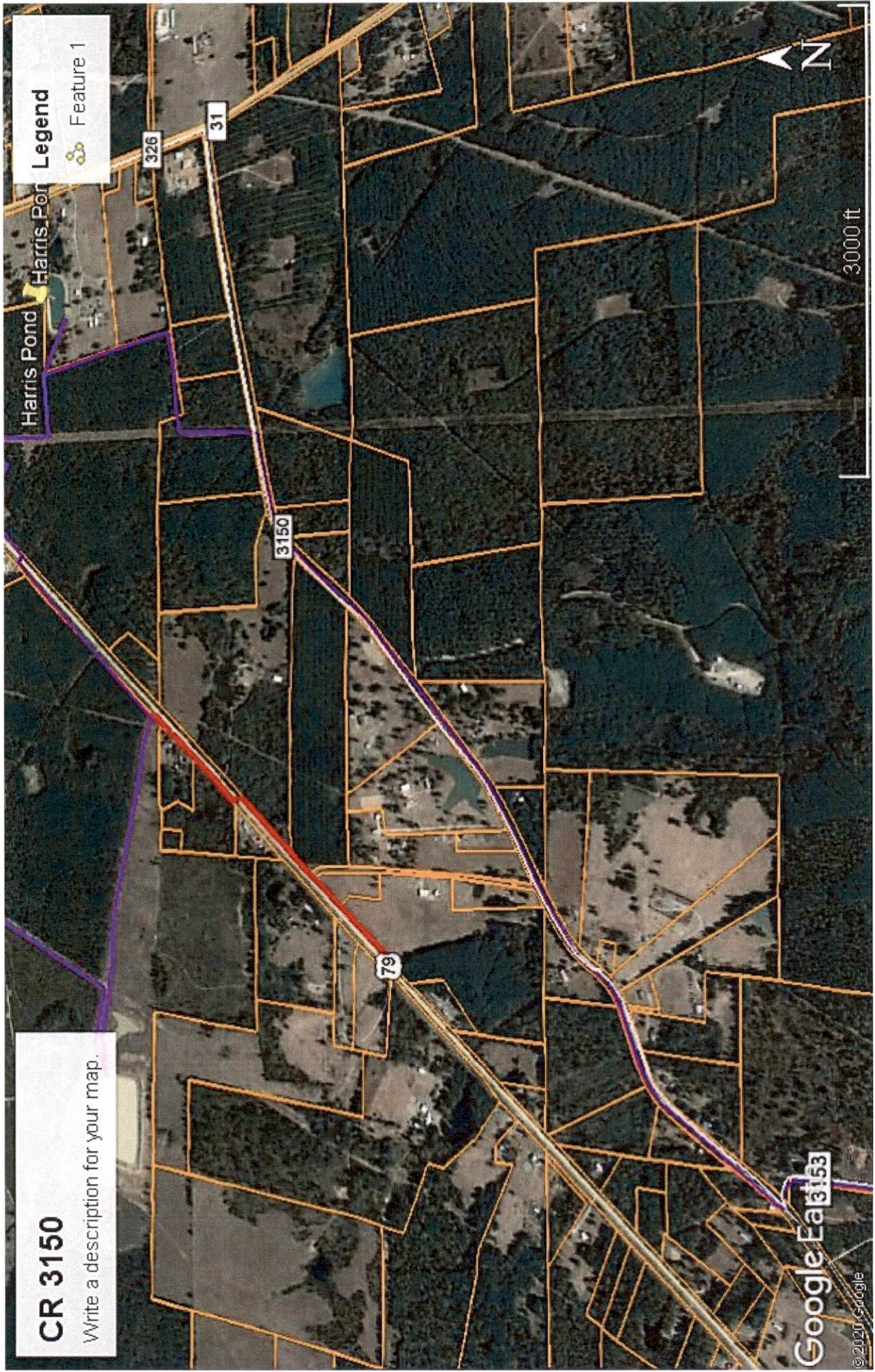
1. All lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or barrow ditch.
2. All excavation within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way 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: 
COUNTY JUDGE

COMMISSIONERS:

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



CR 3150

Write a description for your map.

Harris Pond

Harris Pond

Legend

Feature 1

Google Earth

©2020 Google

3000 ft

N

79

3150

31

326

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

Rockcliff Energy LLC proposes to place a
(COMPANY NAME)

10 inch temporary line within the Right-of-Way
(PIPE SIZE)

of County Road: 3153 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 1924 ft. 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 26th day of
November, ~~2017~~.
2020

FIRM: Cypress Energy Corp
BY: Justin Smith
TITLE: Sr. ROW Agent
ADDRESS: 400 Travis St. Ste 1909
Sioux, LA 71081
PHONE: () 318-294-6875

APPROVAL

November 10, 2020

TO: Rockcliff Energy, LLC
Attn: Justin Smith
400 Travis St. Ste #1909
Shreveport, LA. 71101

RE: **CR #3153**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **10" temporary line** within the right-of-way of County Road **#3153** 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: 
COUNTY JUDGE


COMMISSIONERS:

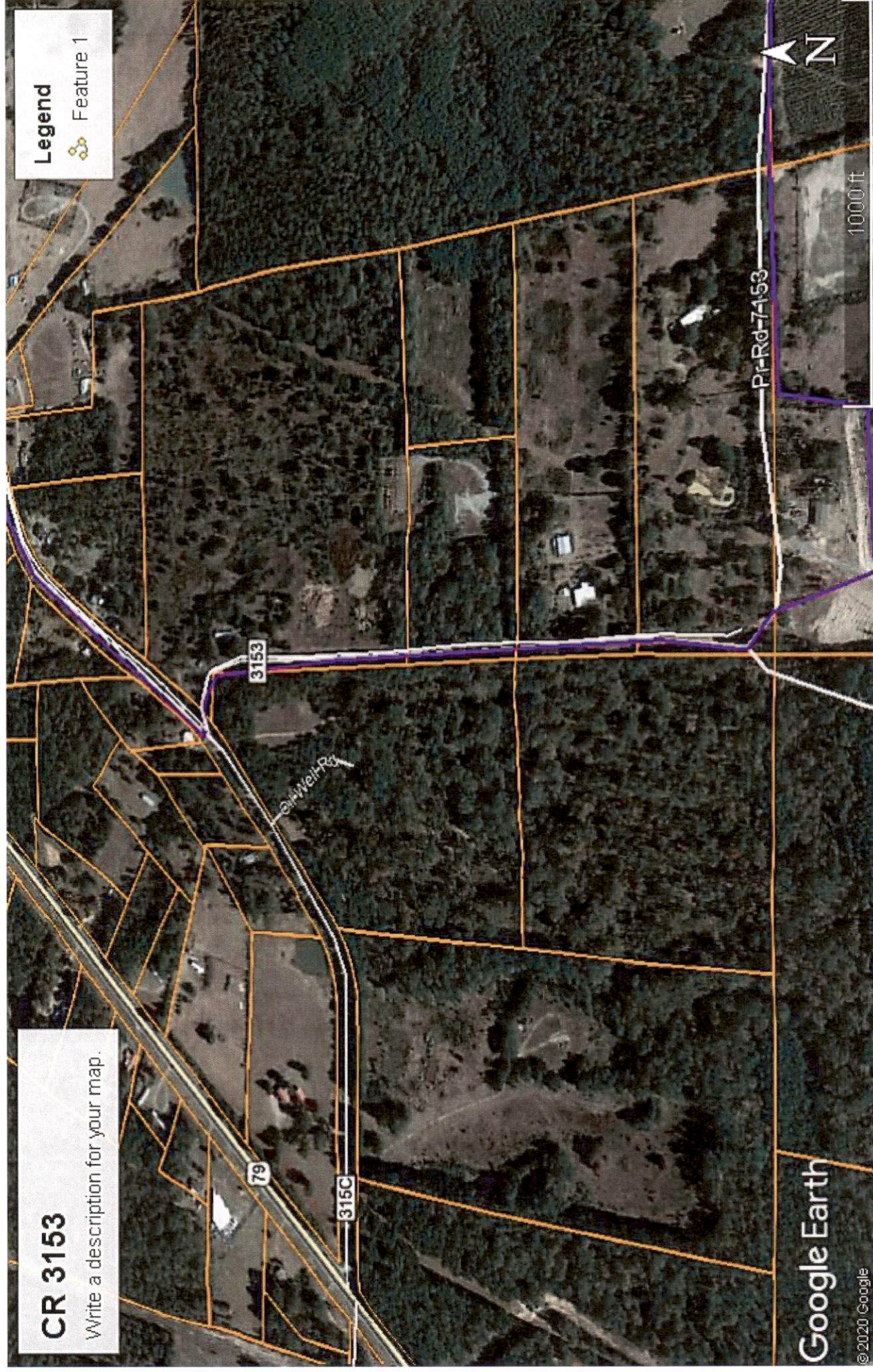
Precinct #1	Ronnie LaGrone
Precinct #2	David A. Cole
Precinct #3	Craig M. Lawless
Precinct #4	Dale LaGrone

CR 3153

Write a description for your map.

Legend

 Feature 1



Google Earth

© 2020 Google

**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:

MK Pipeline, LLC

_____ proposes to place a
(COMPANY NAME)

16" _____ line within the Right-of-Way
(PIPE SIZE)

of County Road: 3311 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 At least 150 feet 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 1st day of
April, 2020.

FIRM: Landmark Field Services, Inc.

BY: Tyler W. Melton

TITLE: Sr. ROW Agent

ADDRESS: 221 Renaissance St.

Hallsville, TX 75650

PHONE: (940) 353-8002

APPROVAL

November 10, 2020

TO: MK Pipeline, LLC
Attn: Tyler W. Melton
221 Renaissance St.
Hallsville, Tx. 75650

RE: **CR #3311**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **16" line** within the right-of-way of County Road **#3311** 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: 
COUNTY JUDGE

COMMISSIONERS:

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



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Google Earth

Imagery Date: 11/16/2019 — 32°20'52.21" N 94°03'44.35" W elev. 331 ft eye alt. 1438 ft

**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:

ETX Gathering, LLC proposes to place a
(COMPANY NAME)

Twelve inch (12") steel line within the Right-of-Way
(PIPE SIZE)

of County Road: 3264 as follows:
(NUMBER OF ROAD)

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

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

Construction of this line will begin on or after the 3 day of
November, 2020

FIRM: _____
BY: Donnie Babb
TITLE: ROW Coordinator
ADDRESS: 131 Buck Alley St.
Douglass, TX 75943
PHONE: (936) 652-5908

APPROVAL

November 10, 2020

TO: ETX Gathering, LLC
Attn: Donnie Babb
131 Buck Alley St.
Douglass, Tx. 75943

RE: **CR #3264**

The Panola County Commissioners' Court offers no objection to the location on the right-of-way of your proposed **12" steel line** within the right-of-way of County Road **#3264** 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: 
COUNTY JUDGE

COMMISSIONERS:

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





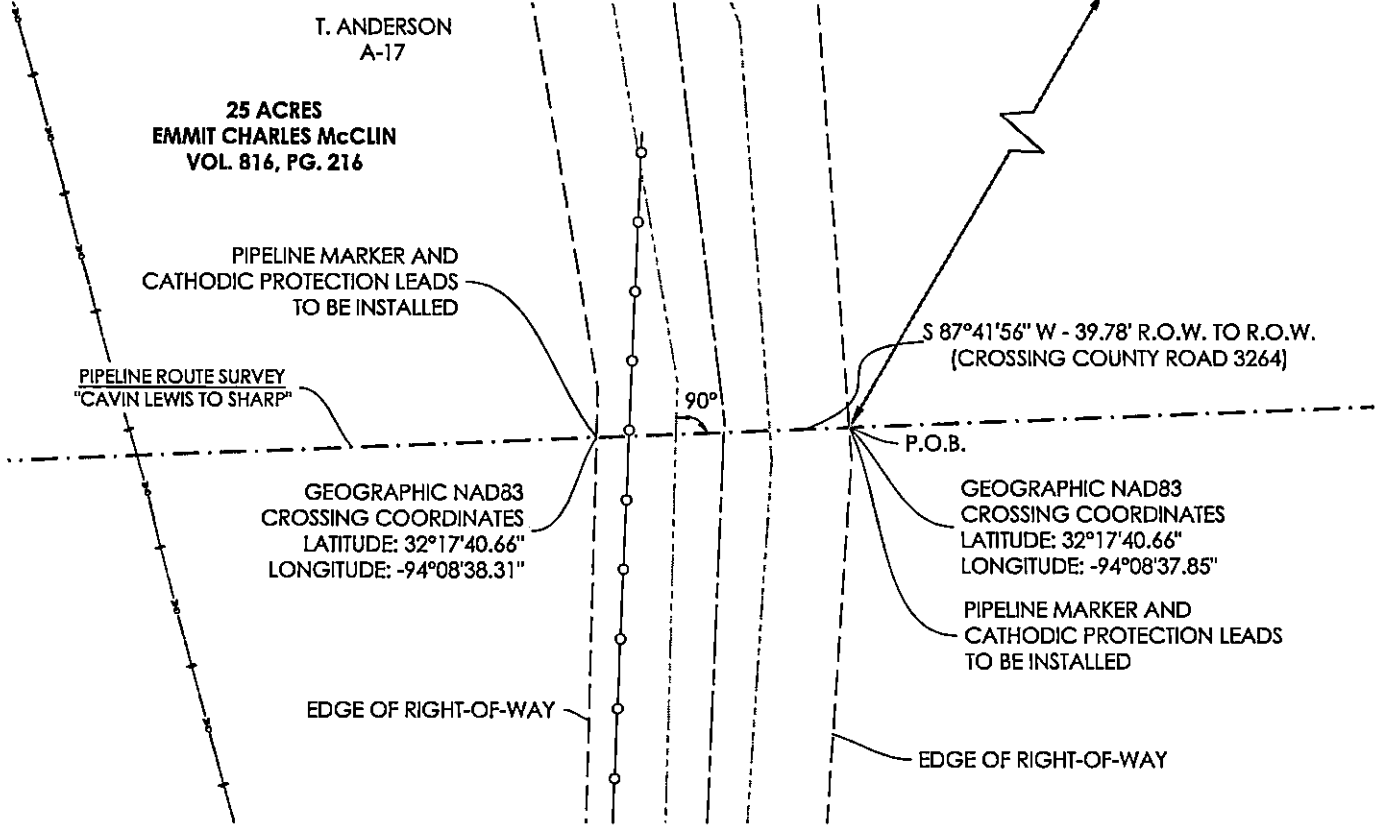
1000 Ledgeview Dr.
Conway, Arkansas 72034

501.328.3316 | 501.328.3325 |
www.craftontull.com

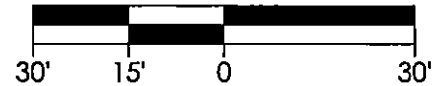
A 2" STEEL PIPE, AT THE NORTHEAST CORNER
OF A CALLED 25 ACRE TRACT RECORDED IN
VOL. 816, PG. 216, BEING N 30°55'04" E -
1,109.04 FEET FROM THE P.O.B.

PANOLA COUNTY, TEXAS

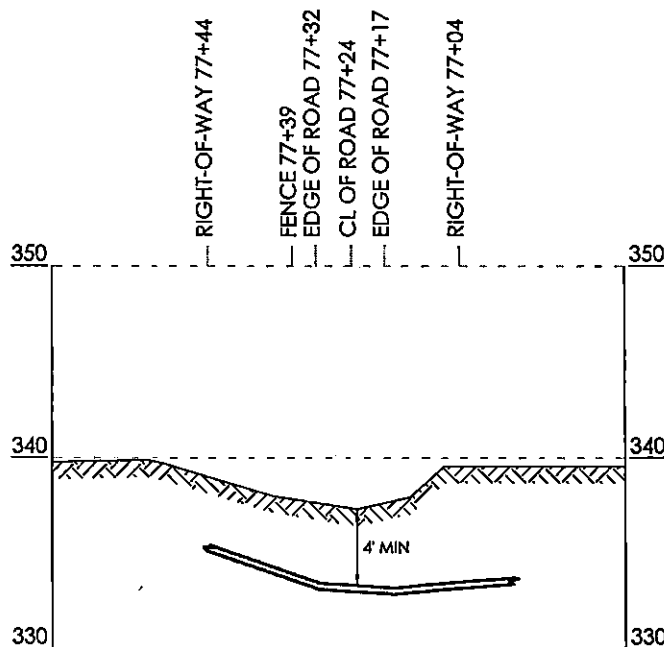
GRID NORTH (NAD 83)
TEXAS - NORTH CENTRAL ZONE



GRAPHIC SCALE IN FEET



PROFILE VIEW
VERTICAL SCALE: 1" = 10'
HORIZONTAL SCALE: 1" = 30'



(6" STEEL PIPE)

NOTE:
PIPELINE WILL HAVE
MINIMUM DEPTH OF 4'.



LEGEND

--- CL OF PIPELINE EASEMENT

PANOLA COUNTY, TEXAS

INVITATION TO BID

RETURN BID TO:

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

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

Sealed bids shall be received no later than:

1:30 P.M., TUESDAY, DECEMBER 8, 2020

MARK ENVELOPES

"BID, AVIATION GASOLINE 100LL AND JET A FUEL"

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

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

Any questions concerning this Invitation to Bid and specifications should be directed to John DePresca, Jr., Airport Manager, at (903) 693-7856.

Signature of Bidder

INSTRUCTIONS/TERMS OF CONTRACT

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

AVIATION GASOLINE 100LL AND JET A FUEL

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

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

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

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

Not later than 1:30 p.m., Tuesday, December 8, 2020

Mark Envelopes:

"BID, AVIATION GASOLINE 100LL AND JET A FUEL"

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

Signature of Bidder

INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT

FUNDING: Funds for payment have been provided through the Panola County Budget adopted by the Commissioners' Court for Fiscal Year 2021.

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with V.T.C.A., Local Government Code Title 5, Subtitle C, Chapter 171.

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

Signature of Bidder

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

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

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

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

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

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

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

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

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

Signature of Bidder

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

CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

NO DISCRIMINATION: The Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

NON COLLUSION AFFIDAVIT: Each Bidder submitting a Bid to the County for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

DISPOSAL AND HOLDHARMLESS: BIDDER SHALL LAWFULLY DISPOSE OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FOR THE UNLAWFUL DISPOSAL OF ALL CONSTRUCTION MATERIALS, CHEMICALS, AND DEBRIS DONE BY BIDDER OR ITS SUBCONTRACTOR IN FURTHERANCE OF THIS BID.

SUPERVISION AND WARRANTY: The work shall be strictly supervised, the Bidder shall bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Bidder; the Bidder hereby warrants that all labor furnished under this Bid shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Bid. Any work not strictly complying with the requirements of this provision shall constitute a breach of the Bidder's warranty.

INDEMNITY: THE BIDDER SHALL DEFEND, INDEMNIFY AND HOLD PANOLA COUNTY AND ALL ITS EMPLOYEES, OFFICIALS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGES, LOSS, COST AND EXPENSE OF EVERY TYPE WHATSOEVER INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND

Signature of Bidder

EXPENSES, IN CONNECTION WITH THE BIDDER'S PERFORMANCE OF THIS BID, PROVIDED THAT SUCH CLAIMS, LIABILITY, DAMAGE, LOSS, COST OR EXPENSE IS DUE TO SICKNESS, PERSONAL INJURY, DISEASE OR DEATH, THE UNLAWFUL DISPOSAL OF CONSTRUCTION MATERIALS, CHEMICALS, OR DEBRIS, OR TO LOSS OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING LOSS OF USE RESULTING THERE FROM, TO THE EXTENT CAUSED BY THE BIDDER, OR ANYONE FOR WHOSE ACTS THE BIDDER MAY BE LIABLE, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIM, DAMAGE, LOSS, COST OR EXPENSE IS CAUSED IN PART BY THE COUNTY.

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

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

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

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

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

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

Signature of Bidder

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

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

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

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

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

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder; (b) county purchase order number; and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with State of Texas Prompt Payment Act, Gov't Code, Chapter 2251. Successful bidder is required to pay subcontractors within ten (10) days.

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

Signature of Bidder

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

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

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

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

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

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

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

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

Texas Government Code Sec. 2270.002 Provision Required in Contract:

1. Bidder does not boycott Israel; and
2. Bidder will not boycott Israel during the term of the contract.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to Airport Manager John DePresca, Jr. at (903) 693-7856 or Panola County Commissioner Craig M. Lawless at (903) 754-6293.

Signature of Bidder

FUEL SPECIFICATIONS

AVIATION GASOLINE - 100LL Minimum knock value lean (octane number) 100 minimum. Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be **refused at no cost** to Panola County.

JET A FUEL - Must comply with ASTM specifications and have property fuel analysis documentation at each fuel delivery. If proper documentation is not presented, the fuel load will be **refused at no cost** to Panola County.

Bid prices shall include all State and Federal taxes and must be based on delivery into storage tanks located at the Panola County Airport-Sharpe Field.

Bid prices shall be based on refinery rack price plus applicable State and Federal fees and taxes plus vendor's markup. **BIDS MUST INCLUDE VERIFICATION OF THE REFINERY RACK PRICE FOR 11/24/20. BIDS THAT DO NO INCLUDE THIS INFORMATION WILL NOT BE CONSIDERED.**

Invoices submitted for payment must include refinery rack price verification by one of the following methods:

- 1) Documentation from the refinery stating the rack price on the delivery date;
- 2) Vendor may provide Panola County with a phone number for the refinery rack prices.

Samples of the above commodities may be taken as delivered at any time and submitted to a commercial testing laboratory for compliance with the foregoing specifications. Commodities not meeting the specifications shall be removed by the supplier and will not be paid for.

The estimated quantity to be purchased in **2021** is **80,000** gallons of aviation gasoline and **10,000** gallons of Aviation Jet A. However, the County will not be obligated to purchase the estimated quantities or any other particular quantity during the year.

Bids will be evaluated in the following manner:

BID PRICE = REFINERY RACK PRICE + FEES + TAXES + BIDDER'S MARK UP

ESTIMATED ANNUAL COST = BID PRICE (AVIATION GASOLINE) *80,000

ESTIMATED ANNUAL COST = BID PRICE (JET A FUEL) *10,000

THE BID FOR GASOLINE WILL BE AWARDED TO THE BIDDER WITH THE LOWEST ESTIMATED ANNUAL COST.

Bids shall be submitted on the attached bid form.

Questions concerning this bid should be directed to John DePresca, Jr., Airport Manager at 903-693-7856.

BID FORM AND CONTRACT
AVIATION & JET A FUEL

TO THE COMMISSIONERS' COURT OF PANOLA COUNTY, TEXAS FOR FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS FOR USE BY THE PANOLA COUNTY AIRPORT - SHARPE FIELD, IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

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

I (we) hereby agree to provide to Panola County, Texas for Fiscal Year 2021, Aviation gasoline for the following price:

- a) Aviation Gasoline 100LL at _____ cents per gallon over refinery rack price.
Refinery rack price on 11-24-20 _____ cents/gallon.
- b) Additional Freight Charges for Bobtail Load _____ cents per gallon.
- c) Jet A at _____ cents per gallon over refinery rack price.
Refinery rack price on 11-24-20 _____ cents/gallon.
- d) Additional Freight Charges for Bobtail Load _____ cents per gallon.

Exceptions To Specifications: _____

SIGNATURE

COMPANY NAME

ADDRESS

CITY STATE ZIP

TELEPHONE NUMBER

DATE

ACCEPTED:

COUNTY JUDGE

DATE

NON-COLLUSION AFFIDAVIT OF BIDDER State of Texas, County of Panola

_____, being first duly sworn, deposes and says that: (1) He/she is _____ of _____ hereinafter referred to as the "BIDDER"; (2) He is fully informed respecting the preparation and contents submitted _____, the BIDDER for certain work in connection with the County of Panola, Texas; (3) This bid is genuine and is not a collusive or sham bid. (4) Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other person, firm or person to submit a collusive or sham bid in connection with such Contract or to refrain from submitting a bid in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said Bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Panola or any person interested in the proposed Contract: and (5) The prices quoted in the bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

_____ (Signature)

_____ (Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

By: _____
(Notary Public) My Commission Expires _____, 20__.

PRECINCTS	1	2	3	5	7	8	9	10	12	13	14	18	19	20	22	26	27	28	29	TOTAL
NUMBER OF REGISTERED VOTERS																				
16338	2023	2303	1377	466	829	262	737	357	401	351	455	2035	350	354	391	180	1231	2387	349	18338
BALLOTS CAST																				
EARLY	1158	1323	683	206	263	92	204	143	164	137	207	1081	119	174	139	66	566	1297	93	8115
PRECINCT	209	233	299	153	281	90	308	95	142	95	135	429	140	83	100	76	128	218	160	3374
68.23% Turnout	1367	1556	982	359	544	182	512	236	306	232	342	1510	259	257	236	142	694	1515	254	11489

PRESIDENT

EARLY	922	1078	557	185	197	71	151	101	154	97	187	892	111	171	81	42	350	1089	87	6522
PRECINCT	151	175	241	143	245	73	270	72	139	72	130	376	135	83	58	58	43	187	153	2804
1073	1253	798	328	442	442	144	421	173	293	169	317	1288	246	294	139	100	393	1275	246	9326

JOSEPH R BIDEN/
KAMALA D HARRIS

EARLY	222	234	122	20	63	19	53	41	7	39	19	181	8	2	58	23	211	199	5	1526
PRECINCT	58	51	57	10	31	15	34	21	3	22	4	48	5	0	40	16	83	29	4	531
260	265	179	30	94	94	34	87	62	10	61	23	229	13	2	98	33	294	228	6	2057

JO JORGENSEN/
JEREMY "SPIKE" COHEN

EARLY	7	4	5	1	1	1	0	0	2	1	1	5	0	1	0	0	3	4	1	37
PRECINCT	0	4	0	0	4	1	1	1	0	0	0	5	0	0	1	0	0	2	1	20
7	6	5	1	5	4	5	2	1	1	1	1	10	0	0	1	0	3	6	2	57

HOWIE HAWKINS/
ANGELA WALKER

EARLY	2	1	0	0	0	0	0	0	0	0	0	2	0	0	0	1	0	0	0	6
PRECINCT	0	1	1	0	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	5
2	2	1	0	0	1	1	0	0	0	0	1	2	0	0	0	1	1	0	0	11

WRITE IN

EARLY	2	2							1									1		6
PRECINCT							1													1
2	2	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1	0	7

United States Senator

JOHN CORNYN

EARLY	907	1062	547	181	194	71	148	101	151	96	180	889	105	166	78	44	344	1076	86	6426
PRECINCT	146	174	232	143	236	69	263	70	138	69	119	365	131	82	59	53	45	178	147	2719
1053	1236	779	324	430	430	140	411	171	298	165	280	1254	236	248	137	97	389	1254	233	9145

MARY "MJ" HEGAR

EARLY	218	227	123	20	63	17	52	39	9	36	19	171	8	3	58	19	201	188	5	1476
PRECINCT	58	50	57	9	36	15	36	23	4	24	7	50	5	1	37	13	77	30	7	539
276	277	180	29	89	89	32	85	82	13	60	26	221	13	4	86	32	276	218	12	2015

KERRY D MCKENNON

EARLY	9	9	8	1	3	1	1	0	3	3	1	7	1	1	1	1	9	10	1	70
PRECINCT	2	3	2	1	5	0	4	1	0	0	2	8	1	0	1	0	3	5	1	39
11	12	10	2	8	8	1	5	1	3	3	3	15	2	1	2	1	12	15	2	109

DAVID B COLLINS

EARLY	4	4	0	0	0	0	0	0	0	0	1	0	1	0	0	1	1	2	0	14
PRECINCT	0	2	1	0	1	1	2	0	0	0	3	0	1	0	1	1	1	1	2	16
4	6	1	0	1	1	0	2	0	0	0	4	0	2	0	1	2	2	3	2	30

[illegible]

United States Representative, District 1

LOUIE GOHMERT	EARLY	913	1068	553	176	200	71	145	101	154	97	180	881	108	168	78	43	345	1072	85	6438
	PRECINCT	151	180	239	142	243	73	288	70	140	69	121	372	132	83	59	55	43	183	150	2773
		1064	1248	792	318	443	144	413	171	294	156	301	1253	240	281	137	98	388	1255	235	9211

HANK GILBERT

EARLY	212	230	122		23	58	19		54	39	8	39	18		180	8		2	60	21	203	183	6	1495
PRECINCT	55	48	51		11	31	12		34	24	2	22	8		49	7		0	39	13	83	30	7	526
	267	278	173	34	89	31	86	63	10	01	26	229	15	2	89	34	286	223					13	2021

RAILROAD COMMISSIONER

JAMES" JIM" WRIGHT																				8152
EARLY	907	1284	548	181	194	69	147	102	151	94	179	892	107	167	77	42	343	1076	84	6844
PRECINCT	141	174	228	142	238	72	268	72	138	73	123	364	131	80	60	56	42	183	153	2738
	1048	1226	776	323	432	141	415	174	289	197	302	1256	238	247	137	96	385	1269	237	9152

CHRYSTA CASTANEDA

EARLY	202	217	114	20	58	15	48	38	6	39	18	156	7	3	58	20	200	171	4	1394
PRECINCT	60	44	52	9	32	12	30	21	3	19	5	47	6	0	36	13	81	24	4	498
	262	261	166	26	90	27	76	59	9	58	23	203	13	3	94	33	281	165	8	1892

MATT STERETT

EARLY	15	9	6	1	5	1	3	0	4	1	1	1	2	1	9	20	1	93
PRECINCT	5	6	6	1	6	1	5	1	1	1	1	8	1	3	0	4	1	52
	20	15	12	2	11	2	8	1	5	2	2	19	2	5	1	24	2	145

KATIJA "KAT" GRUENE

EARLY	2	4	2	0	0	1	0	0	1	1	3	0	0	0	1	0	2	0	17
PRECINCT	0	1	2	0	1	1	0	0	0	0	2	0	0	0	0	1	2	0	11
	2	5	4	0	1	2	0	0	0	1	2	5	0	0	1	1	4	0	28

CHIEF JUSTICE, SUPREME COURT

NATHAN HECHT																				9029
EARLY	890	1040	543	179	193	71	145	100	150	95	173	801	106	165	77	43	328	1064	82	6326
PRECINCT	141	168	224	143	236	70	265	69	139	70	121	363	130	80	58	56	42	180	148	2703
	1031	1200	765	322	429	141	410	169	289	165	264	1244	236	245	135	99	371	1244	200	9029

AMY CLARK MEACHUM

EARLY	216	228	121		22	60	14		55	38	5	38	22	165	8	4	53	19	209	194	6	1482
PRECINCT	62	47	56		10	31	13		34	23	3	22	4	53	6	0	39	13	78	27	4	525
	278	275	177		32	91	27	89	61	8	60	26	219	14	4	4	97	32	287	221	10	2007

MARK ASH

EARLY	14	11	7	1	3	2	0	0	6	2	0	2	1	11	12	1	86
PRECINCT	3	7	6	0	7	2	3	1	0	0	4	2	0	3	6	5	58
	17	18	13	1	10	4	3	1	6	2	7	4	3	14	18	6	144

JUSTICE, SUPREME COURT, PLACE 6 UNEXPIRED TERM

JANE BLAND

EARLY	898	1046	552	179	199	72	147	102	153	95	178	882	76	45	337	1080	84	6397
PRECINCT	148	177	232	141	239	71	286	70	134	73	125	366	61	56	43	182	152	2748
	1046	1223	784	320	438	143	413	172	287	188	301	1248	137	101	380	1282	236	9145

KATHY CHENG

EARLY	206	227	116	21	55	13	52	34	7	39	20	165	59	19	204	183	5	1435
PRECINCT	58	46	53	9	32	13	35	21	3	19	4	51	36	12	80	27	5	509
	264	273	169	30	87	26	87	55	10	56	24	218	95	31	284	210	10	1944

JUSTICE, SUPREME COURT, PLACE 7

JEFF BOYD

EARLY	901	1043	540	180	191	70	144	101	151	92	175	881	76	43	334	1066	83	6343
PRECINCT	142	168	224	142	237	70	264	69	139	70	121	361	58	54	40	182	152	2702
	1043	1211	764	322	428	140	408	170	290	162	296	1242	134	97	374	1248	239	9045

STACI WILLIAMS

EARLY	202	225	121	20	61	15	54	39	8	38	20	163	57	20	203	188	5	1448
PRECINCT	59	49	57	9	28	12	32	22	3	22	5	52	39	13	81	26	3	517
	261	274	178	29	89	27	86	81	9	90	25	215	96	33	284	214	8	1965

WILLIAM BRYAN
STRANGE III

EARLY	18	11	11	1	3	1	1	1	4	3	1	10	2	1	6	10	1	87
PRECINCT	3	7	5	1	8	1	5	0	0	0	3	6	2	0	3	4	2	54
	21	18	16	2	11	2	6	1	4	3	4	16	4	1	9	14	3	141

JUSTICE, SUPREME COURT, PLACE 8

BRETT BUSBY

EARLY	899	1042	546	179	192	73	145	101	151	94	177	880	78	43	338	1076	81	6367
PRECINCT	142	169	225	142	237	72	286	70	138	73	122	364	58	56	39	183	149	2716
	1041	1211	771	321	429	145	411	171	289	187	299	1244	136	99	377	1269	230	9083

GISELA D TRIANA

EARLY	203	228	117	20	58	13	53	38	6	40	17	167	57	20	205	181	6	1440
PRECINCT	60	49	56	9	30	10	31	23	2	19	3	47	37	12	83	26	3	504
	263	277	173	28	88	23	84	61	8	59	20	214	94	32	288	207	9	1944

TOM OXFORD

EARLY	17	10	7	1	4	1	1	1	3	0	2	19	2	1	7	9	2	79
PRECINCT	3	6	6	0	7	1	6	0	2	1	4	9	4	1	3	4	4	65
	20	16	13	1	11	2	7	1	5	1	6	18	6	2	10	13	6	144

JUDGE, COURT OF CRIMINAL APPEALS, PLACE 3

EARLY	901	1040	550	181	195	71	144	101	150	94	177	885	107	168	78	43	343	1070	84	6382
PRECINCT	144	175	228	141	243	71	270	70	133	71	124	366	131	81	59	55	42	184	157	2745
	1045	1215	776	322	438	142	414	171	289	165	301	1251	228	249	137	98	385	1254	200	9128

ELIZABETH D FRIZELL

EARLY	221	237	120	20	60	15	55	39	10	40	21	172	7	3	59	21	206	184	5	1505
PRECINCT	62	50	56	9	31	14	33	24	3	22	6	53	5	1	40	13	83	29	4	538
	263	267	176	29	91	29	88	63	13	62	27	225	12	4	88	34	288	223	6	2043

JUDGE, COURT OF CRIMINAL APPEALS, PLACE 4

EARLY	855	1050	552	181	184	69	145	100	151	93	176	883	107	167	79	43	339	1074	82	6380
PRECINCT	146	175	232	140	242	72	271	69	140	69	123	369	130	80	61	55	45	187	149	2755
	1041	1225	764	321	438	141	418	169	291	162	289	1252	237	247	140	98	384	1261	231	9135

TINA CLINTON

EARLY	217	223	116	20	60	16	53	39	9	40	20	170	7	4	57	21	207	186	6	1471
PRECINCT	60	49	52	10	32	12	32	24	2	24	7	49	5	1	37	13	79	26	8	520
	277	272	168	30	92	26	85	63	11	64	27	219	12	5	94	34	286	212	12	1991

JUDGE, COURT OF CRIMINAL APPEALS, PLACE 9

EARLY	905	1047	549	180	197	68	146	101	153	96	174	887	107	166	78	43	339	1075	83	6394
PRECINCT	142	175	232	140	243	73	267	70	138	72	123	365	129	80	59	56	42	185	149	2740
	1047	1222	781	320	440	141	413	171	291	168	297	1252	238	246	137	99	391	1289	233	9134

BRANDON BIRMINGHAM

EARLY	206	226	118	21	58	16	53	37	8	37	22	166	8	3	58	21	207	185	5	1455
PRECINCT	62	49	50	9	32	12	35	24	2	21	4	50	6	1	40	12	82	28	7	526
	208	275	168	30	90	26	88	61	10	56	26	216	14	4	98	33	289	213	12	1981

MEMBER, STATE BOARD OF EDUCATION, DISTRICT 9

EARLY	830	1040	543	179	194	69	145	101	152	95	171	884	107	165	77	43	339	1060	82	6336
PRECINCT	148	174	229	137	243	71	267	69	137	70	123	366	128	80	57	54	42	182	150	2727
	1038	1214	772	316	437	140	412	170	289	165	254	1250	235	245	134	97	381	1242	232	9063

BRENDA DAVIS

EARLY	222	236	125	22	61	15	53	39	9	39	26	173	8	5	59	21	207	196	6	1522
PRECINCT	58	51	57	12	32	13	36	24	4	22	7	55	8	1	42	13	82	29	6	552
	250	267	182	34	90	28	89	63	13	61	33	228	16	8	101	34	288	225	13	2074

STATE SENATOR, DISTRICT 1

EARLY	906	1048	650	179	196	73	148	102	153	95	178	886	106	166	77	43	348	1067	85	6406
PRECINCT	149	179	233	142	245	73	266	69	138	72	124	369	131	81	62	55	44	186	149	2767
	1035	1227	783	321	441	146	414	171	291	167	302	1266	237	247	139	98	392	1233	234	9173

AUDREY SPANKO

EARLY	212	228	117	20	59	14	49	37	8	38	20	173	8	4	59	21	202	186	5	1460
PRECINCT	56	44	54	9	31	12	36	24	4	21	5	50	6	0	37	12	81	27	6	515
	269	272	171	29	90	26	85	61	12	99	25	223	14	4	96	33	263	213	11	1975

STATE REPRESENTATIVE, DISTRICT 9

EARLY	994	1154	581	186	207	76	167	105	151	99	180	916	107	169	97	49	419	1140	85	6982
PRECINCT	172	201	252	139	250	75	273	81	136	75	119	385	127	81	80	54	88	193	149	2930
	1166	1361	833	305	457	151	440	186	297	174	286	1301	234	230	177	103	507	1303	234	9812

JUSTICE, 6TH COURT OF APPEALS DISTRICT, PLACE 3

EARLY	969	1125	588	179	209	72	173	108	149	103	181	927	108	161	98	50	425	1105	80	6810
PRECINCT	173	196	248	136	244	73	272	79	133	79	114	376	129	76	82	53	89	192	146	2890
	1142	1321	836	315	453	145	445	187	292	182	265	1303	237	237	180	103	514	1297	226	9700

DISTRICT JUDGE, 123RD JUDICIAL DISTRICT

EARLY	940	1091	571	177	206	67	163	105	140	102	173	888	110	151	93	49	404	1065	81	6576
PRECINCT	166	187	246	137	232	71	268	74	132	76	115	366	126	69	79	54	90	191	147	2826
	1106	1278	817	314	438	138	431	179	272	178	268	1254	238	220	172	103	494	1256	228	9402

SHERIFF

EARLY	1011	1160	600	180	214	75	171	110	150	107	189	947	110	164	106	48	438	1151	87	7018
PRECINCT	181	203	253	142	241	73	278	84	133	86	125	394	130	78	82	58	97	198	150	2986
	1192	1363	653	322	455	148	449	194	283	153	314	1341	240	242	108	106	535	1349	237	10004

TAX ASSESSOR/COLLECTOR

EARLY	978	1129	578	178	209	70	174	112	152	101	174	919	110	159	96	51	429	1109	85	6813
PRECINCT	173	197	248	134	236	75	275	81	132	81	115	390	128	77	81	52	91	194	147	2897
	1151	1326	826	312	445	145	449	183	284	182	269	1299	238	236	177	103	520	1303	232	9710

COUNTY COMMISSIONER, PRECINCT NO. 1

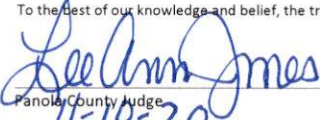
EARLY	971	1144	600	180	214	75	171	110	150	107	189	947	110	164	106	48	438	1151	87	7018
PRECINCT	173	197	248	134	236	75	275	81	132	81	115	390	128	77	81	52	91	194	147	2897
	1144	1326	826	312	445	145	449	183	284	182	269	1299	238	236	177	103	520	1303	232	9710


PANOLA COUNTY INVESTMENT REPORT
JUNE 30, 2020

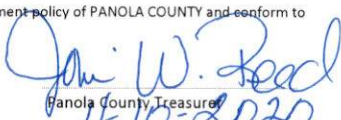
INVESTMENTS AS OF MARCH 31, 2020		74,644,000.00		
			Investments	Maturity
				Int. Rate
Beginning Balance 04-01-2020		74,644,000.00		
Matured 04/09/2020 (Purchased on 01/09/2020)		(10,500,000.00)		
Matured 04/09/2020 (Purchased on 01/09/2020)		(4,475,000.00)		
Purchase of CD No. 21304402706 on 04/09/2020		10,500,000.00	7/9/2020	0.800%
Retiree Health Benefit Trust	10,500,000.00			
Purchase of CD No. 21304402707 on 04/09/2020		5,378,000.00	7/9/2020	0.800%
General Fund	2,000,000.00			
Law Library	20,000.00			
Courthouse Security	58,000.00			
Records Management	1,000.00			
CC Records Preservation	118,000.00			
Archive	17,000.00			
Justice Court Technology	20,000.00			
Road & Bridge	1,550,000.00			
FM & Lateral Road	340,000.00			
Hot Check Fee	6,000.00			
Sheriff's State Forfeiture	7,000.00			
Child Protective Services	20,000.00			
Health Fund	1,043,000.00			
Airport	38,000.00			
Road Bond 1971	78,000.00			
Permanent Improvement	62,000.00			
Matured 05/21/2020 (Purchased on 02/13/2020)		(11,100,000.00)		
Matured 05/21/2020 (Purchased on 02/20/2020)		(12,265,000.00)		
Purchase of CD No. 21304402717 on 05/21/2020		11,248,000.00	8/20/2020	0.800%
Retiree Health Benefit Trust	11,248,000.00			
Purchase of CD No. 21304402718 on 05/21/2020		11,390,000.00	8/20/2020	0.800%
General Fund	7,000,000.00			
Law Library	16,000.00			
Courthouse Security	59,000.00			
Records Management	3,000.00			
CC Records Preservation	180,000.00			
Archive	16,000.00			
Justice Court Technology	21,000.00			
Road & Bridge	1,950,000.00			
FM & Lateral Road	675,000.00			
Hot Check Fee	10,000.00			
Sheriff's State Forfeiture	10,000.00			
Child Protective Services	60,000.00			
Health Fund	1,200,000.00			
Airport	40,000.00			
Road Bond 1971	80,000.00			
Permanent Improvement	70,000.00			
Matured 06/11/2020 (Purchased on 03/05/2020)		(6,000,000.00)		
Matured 06/11/2020 (Purchased on 03/12/2020)		(9,324,000.00)		
Matured 06/11/2020 (Purchased on 03/12/2020)		(11,400,000.00)		
Matured 06/11/2020 (Purchased on 03/12/2020)		(180,000.00)		
Matured 06/11/2020 (Purchased on 03/12/2020)		(100,000.00)		
Purchase of CD No. 21304402724 on 06/11/2020		13,304,000.00	9/10/2020	0.800%
General	8,585,000.00			
Law Library	18,000.00			
Courthouse Security	70,000.00			
Records Management	2,000.00			
CC Records Preservation	105,000.00			
Archive	20,000.00			
Justice Court Technology	23,000.00			
Road & Bridge	2,245,000.00			
FM & Lateral Road	900,000.00			
Hot Check Fee	5,000.00			
Sheriff's State Forfeiture	6,000.00			
DA State Forfeiture	4,000.00			
Child Protective Services	21,000.00			
Health Fund	1,117,000.00			
Airport	49,000.00			
Road Bond 1971	76,000.00			
Permanent Improvement	58,000.00			
Purchase of CD No. 21304402725 on 06/11/2020		11,400,000.00	9/10/2020	0.800%
Retiree Health Benefit Trust	11,400,000.00			
Purchase of CD No. 21304402726 on 06/11/2020		180,000.00	9/10/2020	0.800%
Panola Juvenile Probation	10,000.00			
Title IV-E	70,000.00			
Local Match Juvenile Probation	100,000.00			
INVESTMENTS AS OF JUNE 30, 2020		72,700,000.00		

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

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


Panola County Judge
11-10-20
Date


Panola County Auditor
11-10-20
Date


Panola County Treasurer
11-10-2020
Date

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION DEED

Date:

Oct. 28, 2020

Grantor:

PANOLA COUNTY, TEXAS, by and through LEEANN JONES, County Judge,
Panola County, Texas
Panola County Courthouse
110 S Sycamore Room 216-A
Carthage, Panola County, Texas 75633

Grantee:

NATHAN BUSH and wife, KRISTEN BUSH
410 CR 197
Gary, Panola County, Texas 75643

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration

Property (including any improvements):

All that certain tract of land located in Panola County, George Goodwin Survey being Block 258, the west 10 feet of Lot 9, along with Lots 10, 11, 12, 13, and 14 of the Town House Subdivision of the City of Carthage as shown on the City Plat filed of record in Volume 3, Page 396 of the Plat Book Records of the County Clerk's Office of Panola County, Texas and being 522 West College of the City of Carthage, Texas and the contents therein.

This Correction Deed is made and given to correct an error in the description of the first parcel as by correctly describing the west 10 feet of Lot 9 not all of Lot 9 and adding an additional grantee in a Special Warranty Deed dated July 22, 2020 from Panola County to Nathan Bush recorded in Volume 2090, Page 275 of the Official Public Records of Panola County, Texas.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property and contents AS IS with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property and contents condition but is relying on Grantee's examination of the Property. Grantee takes the Property and contents with the express understanding and stipulation that there are no express or implied warranties

Reservations from Conveyance:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes, the payment which Grantee assumes, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both.

SAVE AND EXCEPT all right, title, and interest in and to all easements and rights-of-way, and of record and apparent on the ground burdening the above described tracts with all the privileges appurtenant thereto including but not exclusively all rights of ingress and egress.

SAVE AND EXCEPT all right, title, and interest in and to all oil, gas and other minerals, together with right of ingress and egress, mining and oil and gas drilling privileges

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty and AS IS provision to the Property and contents.

The undersigned County Judge is duly authorized to execute this conveyance by resolution of the Panola County Commissioners passed and entered on the official minutes of the Commissioners' Court. The resolution was passed in an open meeting after proper advertising for bids on this property.

When the context requires, singular nouns and pronouns include the plural.

PANOLA COUNTY, TEXAS

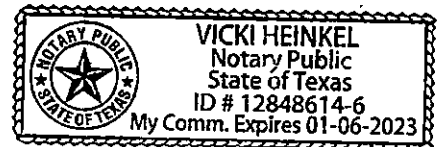
By:

Leeann Jones
LEEANN JONES, COUNTY JUDGE

THE STATE OF TEXAS §
COUNTY OF PANOLA §

This instrument was acknowledged before me on October 28, 2020 by LEEANN JONES, County Judge of Panola County, Texas on behalf of said County.

Vicki Heinkel
NOTARY PUBLIC, State of Texas

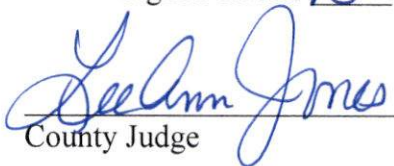




PANOLA COUNTY
2020
BUDGET AMENDMENT #22

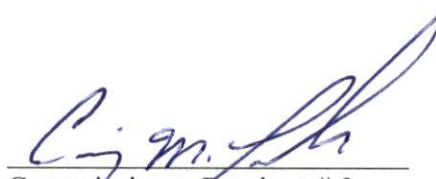
We hereby amend the Panola County Budget for the Fiscal Year 2020 as set forth above according to the procedures outlined under Local Government Code, Chapter 111, Subchapter A Sections 111.010 (c), (d). A copy of this Order is to be filed with the County Clerk and Attached to the Budget originally adopted for 2020.

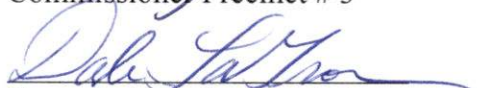
Signed on this 10th day of November, 2020.


County Judge


Commissioner Precinct # 1


Commissioner Precinct # 2


Commissioner Precinct # 3


Commissioner Precinct # 4

Passed and approved by the Commissioners Court of Panola County on the 10th day of November, 2020 as the same appears on file in the office of the County

Clerk of Panola County


County Clerk



November 10, 2020



Panola County, Texas

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT15593 - ADJ#22 11-10-2020

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001251	2020 COUNTY BUDGET JAN...	491-ELECTIONS ADMINISTRATOR	11/10/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-491-51020	APPOINTED OFFICIAL	491-ELECTIONS ADMINISTRATOR	41,271.00	229.00	41,500.00
November: 229.00					
100-491-51040	DEPUTIES	491-ELECTIONS ADMINISTRATOR	33,222.00	-229.00	32,993.00
November: -229.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001252	2020 COUNTY BUDGET JAN...	560-TELEPHONE & EQUIPMENT ITEMS	11/10/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
100-360-41020	MISCELLANEOUS REVENUE	560-TRAVELERS CHECK	-242,431.29	-1,872.09	-244,303.38
November: -1,872.09					
100-560-54200	COMMUNICATION TELEPHONE	560-TELEPHONE & EQUIPMENT ITEMS	18,000.00	2,100.00	20,100.00
November: 2,100.00					
100-560-54540	PARTS REPAIRS GAS AND TRAN	560-TELEPHONE & EQUIPMENT ITEMS	262,729.71	-5,000.00	257,729.71
November: -5,000.00					
100-560-54870	ANIMAL CONTROL	560-TELEPHONE & EQUIPMENT ITEMS	12,000.00	-2,100.00	9,900.00
November: -2,100.00					
100-560-54870	ANIMAL CONTROL	560-TELEPHONE & EQUIPMENT ITEMS	12,000.00	-4,500.00	7,500.00
November: -4,500.00					
100-560-55270	FURNITURE & EQUIPMENT	560-TELEPHONE & EQUIPMENT ITEMS	231,587.00	4,500.00	236,087.00
November: 4,500.00					
100-560-55270	FURNITURE & EQUIPMENT	560-TELEPHONE & EQUIPMENT ITEMS	231,587.00	5,000.00	236,587.00
November: 5,000.00					
100-560-55270	FURNITURE & EQUIPMENT	560-TRAVELERS CHECK	231,587.00	1,872.09	233,459.09
November: 1,872.09					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0001253	2020 COUNTY BUDGET JAN...	621- REPAIRS	11/10/2020

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
200-621-53570	PARTS AND REPAIRS	621- REPAIRS	31,250.00	17,000.00	48,250.00
November: 17,000.00					
200-621-54080	CONTINGENCY	621- REPAIRS	57,900.00	-17,000.00	40,900.00
November: -17,000.00					

Budget Adjustment Register

Packet: GLPKT15593 - ADJ#22 11-10-2020

Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2020	2020 COUNTY BUDGET JA	100-360-41020	MISCELLANEOUS REVENUE	-242,431.29	-1,872.09	-244,303.38
		100-491-51020	APPOINTED OFFICIAL	41,271.00	229.00	41,500.00
		100-491-51040	DEPUTIES	33,222.00	-229.00	32,993.00
		100-560-54200	COMMUNICATION TELEPHONE	18,000.00	2,100.00	20,100.00
		100-560-54540	PARTS REPAIRS GAS AND TRANS. E	262,729.71	-5,000.00	257,729.71
		100-560-54870	ANIMAL CONTROL	12,000.00	-6,600.00	5,400.00
		100-560-55270	FURNITURE & EQUIPMENT	231,587.00	11,372.09	242,959.09
		200-621-53570	PARTS AND REPAIRS	31,250.00	17,000.00	48,250.00
		200-621-54080	CONTINGENCY	57,900.00	-17,000.00	40,900.00
2020 Total:				445,528.42	0.00	445,528.42
Grand Total:				445,528.42	0.00	445,528.42

**PANOLA COUNTY INTERLOCAL AGREEMENT NO. 5
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL AGREEMENT NO. 5 FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS (the "Agreement") is made by and between the County of Panola, a political subdivision of the State of Texas ("COUNTY"), duly acting herein by and through the Panola County Commissioners Court ("Commissioners Court") and Panola College ("COLLEGE"), a Texas community college district duly acting herein by and through its Board of Trustees; COUNTY and COLLEGE may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund ("CRF") as a result of the CARES Act; and

WHEREAS, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

- 1.01** The purpose of this Agreement is to provide certain funding to COLLEGE in an amount not to exceed \$85,788.85 in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein ("Purpose").

ARTICLE 2
TERM AND TERMINATION

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the "Term"). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to COLLEGE.

ARTICLE 3
LEGAL AUTHORITY

- 3.01 COLLEGE certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of COLLEGE's governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund ("CRF") was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5

REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to COLLEGE shall be \$85,788.85. All calculations performed under this Agreement to determine maximum funding available to COLLEGE shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by COLLEGE as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 COLLEGE is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 COLLEGE shall prepare and submit a proposed budget, using the form in the attached Exhibit A, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor ("Auditor") within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit B, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit C. For purposes of this Agreement, a cost is "incurred" when COLLEGE has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor
ATTN: Jennifer Stacy
110 S. Sycamore St., Rm. 213A
Carthage, Texas 75633

Via email: jstacy@co.panola.tx.us

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. COLLEGE will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 COLLEGE shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit D and incorporated herein for all purposes.
- 5.08 Before any funds are paid to COLLEGE under this Agreement, COLLEGE shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.
- 5.09 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the maximum amount of funding to COLLEGE may be increased at the COUNTY'S sole discretion, provided CRF funds are available to the COUNTY for such increase. Any such increase to the maximum amount of funding shall be evidenced by a written addendum to this Agreement executed by the Parties.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 COLLEGE acknowledges that federal funds will be used to fund this Agreement. COLLEGE will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should COLLEGE fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, COLLEGE warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. COLLEGE shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

ARTICLE 7
DISCRETIONARY PAYMENT OF FUNDS

- 7.01 COLLEGE acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, COLLEGE acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). COLLEGE acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 COLLEGE acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by COLLEGE or any third party, and COLLEGE agrees that information not otherwise excepted from disclosure under the PIA, will be

available in a format that is accessible by the public at no additional charge to COUNTY. COLLEGE will cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and COLLEGE agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. COLLEGE shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If COLLEGE expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#spt2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or COLLEGE's obligations hereunder, COLLEGE agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after COLLEGE's receipt of the findings.
- 9.04 COLLEGE shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by COLLEGE will, at a minimum, identify the supporting documentation prepared by COLLEGE to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

ARTICLE 10

POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, COLLEGE is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or

otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 COLLEGE officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of COLLEGE or an officer or employee of COLLEGE, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. COLLEGE shall file the required certification attached hereto and incorporated for all purposes as Exhibit E. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES AND INDEMNITY

- 11.01 If COUNTY determines that COLLEGE has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
 - i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;

- iv) wholly or partially suspend or terminate this Agreement; or
 - v) in accordance with Section 6.02, require return or recapture of any funding provided.
- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.
- 11.03 TO THE EXTENT PERMITTED BY LAW, COLLEGE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND 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 COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

ARTICLE 12 **SEVERABILITY**

- 12.01 If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 13 **AMENDMENT**

- 13.01 Any alterations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 14
INTERPRETATION

- 14.01 To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

ARTICLE 15
SURVIVABILITY

- 15.01 Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

ARTICLE 16
SOVEREIGN IMMUNITY

- 16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
APPLICABLE LAW AND VENUE

- 17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

- 18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

- 19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

ARTICLE 20
NOTICES

- 20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Panola County Judge LeeAnn Jones
 110 S. Sycamore St., Rm. 216A
 Carthage, Texas 75633
 Email: leeann.jones@c.panola.tx.us
 Fax: 903-693-2726

AND Office of the Panola County Auditor
 Jennifer Stacy
 110 S. Sycamore St., Rm. 213A
 Carthage, Texas 75633
 Email: jstacy@co.panola.tx.us
 Fax: 903-693-2726

TO COLLEGE:

Dr. Greg Powell
Panola College
1109 W. Panola, Carthage TX
Email: gpowell@panola.edu 75633
Fax: 903/693-1127

ARTICLE 21
CURRENT REVENUES

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE 22
COUNTERPARTS

22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

IN WITNESS HEREOF, PANOLA COLLEGE AND PANOLA COUNTY have made and executed this Agreement on the date of the last signature below.


PANOLA COLLEGE



President, Board of Trustees

Date: 10-26-2020

PANOLA COUNTY



LeeAnn Jones, County Judge

Date: 10-13-2020

ATTEST/SEAL:



Board Secretary

Date: 10-26-2020

EXHIBIT A
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
County of Panola
FY 2020

COLLEGE: _____

Expenses Incurred Between: March 1, 2020 – November 15, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT B

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

COLLEGE: _____

ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

COLLEGE Approval: _____

Title: _____

Date: _____

Panola County Auditor's Approval: _____

Title: _____

Date: _____

EXHIBIT D

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, William Goolsby, am the President of the Board of Trustees of Panola College ("COLLEGE"), and I certify that:

1. I have the authority on behalf of COLLEGE to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to COLLEGE.
3. I acknowledge that COLLEGE should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the Panola County Auditor's Office, or designee.
5. I acknowledge and agree that COLLEGE shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that COLLEGE's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for COLLEGE; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

In addition to each of the statements above in this Exhibit D, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: William Goolsby
Signature: William Goolsby
Title: Board Chair
Date: 10.26.2020

State of Texas §

County of Panola §

Sworn and subscribed before me on the 26th day October, 2020, by William Goolsby

Mary Chance
Notary Public Signature

(Personalized Seal)

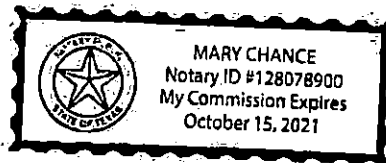


EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Panola College ("COLLEGE"), certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Panola College, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: William Goolsby
Signature: [Signature]
Title: Board Chair
Date: 10-26-2020

**PANOLA COUNTY INTERLOCAL AGREEMENT NO. 6
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL AGREEMENT NO. 6 FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS (the "Agreement") is made by and between the County of Panola, a political subdivision of the State of Texas ("COUNTY"), duly acting herein by and through the Panola County Commissioners Court ("Commissioners Court") and Panola Charter School ("PCS"), a Texas charter school duly acting herein by and through its Board of Trustees; COUNTY and PCS may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund ("CRF") as a result of the CARES Act; and

WHEREAS, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

- 1.01 The purpose of this Agreement is to provide certain funding to PCS at a rate of \$75.00 per student in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein ("Purpose").

ARTICLE 2

TERM AND TERMINATION

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the "Term"). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to PCS.

ARTICLE 3 LEGAL AUTHORITY

- 3.01 PCS certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of PCS's governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4 CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund ("CRF") was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.

4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:

- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
- b) Damages covered by insurance;
- c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
- e) Reimbursement to donors for donated items or services;
- f) Workforce bonuses other than hazard pay or overtime;
- g) Severance pay; or
- h) Legal settlements.

ARTICLE 5

REIMBURSEMENT OF EXPENSES

5.01 The maximum amount of funding that will be available to PCS for expenses which are eligible for reimbursement shall be calculated on a rate of \$75.00 per student utilizing 2020 student enrollment data, set out in the attached Exhibit A. All calculations performed under this Agreement to determine maximum funding available to PCS shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by PCS as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.

5.02 PCS is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.

5.03 PCS shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor ("Auditor") within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit D. For purposes of this Agreement, a cost is "incurred" when PCS has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor
ATTN: Jennifer Stacy
110 S. Sycamore St., Rm. 213A
Carthage, Texas 75633

Via email: jstacy@co.panola.tx.us

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. PCS will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 PCS shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.
- 5.08 Before any funds are paid to PCS under this Agreement, PCS shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 PCS acknowledges that federal funds will be used to fund this Agreement. PCS will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should PCS fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, PCS warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. PCS shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

ARTICLE 7
DISCRETIONARY PAYMENT OF FUNDS

- 7.01 PCS acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, PCS acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). PCS acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 PCS acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by PCS or any third party, and PCS agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. PCS will

cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and PCS agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. PCS shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If PCS expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or PCS's obligations hereunder, PCS agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after PCS's receipt of the findings.
- 9.04 PCS shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by PCS will, at a minimum, identify the supporting documentation prepared by PCS to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

ARTICLE 10

POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, PCS is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 PCS officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of PCS or an officer or employee of PCS, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. PCS shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES AND INDEMNITY

- 11.01 If COUNTY determines that PCS has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Agreement; or

- v) in accordance with Section 6.02, require return or recapture of any funding provided.

11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.

11.03 TO THE EXTENT PERMITTED BY LAW, PCS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND 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 COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

ARTICLE 12

SEVERABILITY

12.01 If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 13

AMENDMENT

13.01 Any alterations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 14
INTERPRETATION

- 14.01 To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

ARTICLE 15
SURVIVABILITY

- 15.01 Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

ARTICLE 16
SOVEREIGN IMMUNITY

- 16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
APPLICABLE LAW AND VENUE

- 17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

- 18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

- 19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

ARTICLE 20
NOTICES

- 20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Panola County Judge LeeAnn Jones
 110 S. Sycamore St., Rm. 216A
 Carthage, Texas 75633
 Email: leeann.jones@c.panola.tx.us
 Fax: 903-693-2726

AND Office of the Panola County Auditor
 Jennifer Stacy
 110 S. Sycamore St., Rm. 213A
 Carthage, Texas 75633
 Email: jstacy@co.panola.tx.us
 Fax: 903-693-2726

TO PCS: Panola Charter School
 P.O. Box 610
 Carthage TX 75633

ARTICLE 21
CURRENT REVENUES

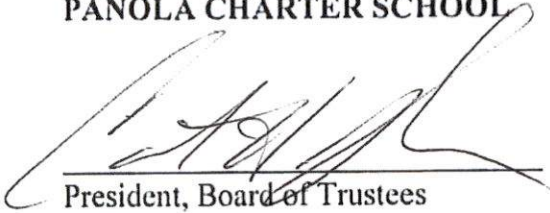
21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE 22
COUNTERPARTS

22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

IN WITNESS HEREOF, PANOLA CHARTER SCHOOL AND PANOLA COUNTY have made and executed this Agreement on the date of the last signature below.

PANOLA CHARTER SCHOOL



President, Board of Trustees

Date: 10-19-2020

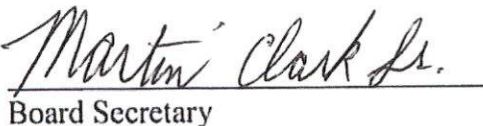
PANOLA COUNTY



LeeAnn Jones, County Judge

Date: 10-13-2020

ATTEST/SEAL:



Board Secretary

Date: 10-19-2020

EXHIBIT A

Independent School District/Charter School	2020 Student Enrollment	Total Amount Available for Reimbursement
Carthage ISD		
Gary ISD		
Beckfield ISD		
Elysian Fields ISD		
Joquin ISD		
Tenaha ISD		
Tatum ISD		
Panola Charter School	187 total 43-Panola Co.	\$ 3,225
Totals:		

EXHIBIT B
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
County of Panola
FY 2020

PCS: Panola Charter School

Expenses Incurred Between: March 1, 2020 – November 15, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT C

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

PCS: _____

ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

PCS Approval: _____

Title: _____

Date: _____

Panola County Auditor's Approval: _____

Title: _____

Date: _____

EXHIBIT D

INVOICE

(Please attach all supporting documentation)

PCS: _____

ADDRESS: _____

Vendor No.: _____

Purchase Order No. _____

Invoice No.: _____

PROGRAM: Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)

PERIOD COVERED: March 1, 2020 – November 15, 2020

Budget Category	Current Invoice Amount	Expenses Submitted to Date	Less Payment Received	\$ Amount Due
Total Due:				

PCS Approval: _____

Date: _____

Panola County Auditor's Approval: _____

Date: _____

EXHIBIT E

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Carlton Shamburger, am the President of the Board of Trustees of Panola Charter School ("PCS"), and I certify that:

1. I have the authority on behalf of PCS to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to PCS.
3. I acknowledge that PCS should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the Panola County Auditor's Office, or designee.
5. I acknowledge and agree that PCS shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that PCS's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for PCS; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

In addition to each of the statements above in this Exhibit E, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Carlton Chamber
Signature: [Signature]
Title: Panola Charter School Board President
Date: 10-19-2020

State of Texas §

County of Panola §

Sworn and subscribed before me on the 19 day October, 2020, by Donna Powell

Donna Carol Powell
Notary Public Signature

(Personalized Seal)

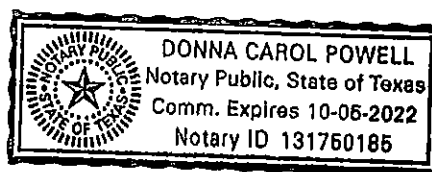


EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Panola Charter School, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Panola Charter School, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Carl Hov Shamburger

Signature: [Handwritten Signature]


Title: Panola Charter School Board President

Date: 10-19-2020

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

APPROVED

11-10-2020



Lee Ann Jones,
County Judge

NAME: Billy Alexander

POSITION: Newly Elected County Commissioner, Precinct #1

DEPARTMENT: Commissioner

DATE: 11/10/2020

CONFERENCE: Preparing to Take Office Workshop - Tyler

LOCATION: Tyler, Texas

DATES: December 8, 2020 to December 8, 2020

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

If not, how much of your requirements will be met by this conference? None

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? Free Workshop

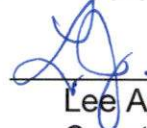
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Workshop for all newly elected county officials that educates on basic
issues.

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

APPROVED

11-10-2020



Lee Ann Jones,
County Judge

NAME: Billy Alexander
Newly Elected
POSITION: County Commissioner, Precinct #1
DEPARTMENT: Commissioner's
DATE: 11/10/2020

CONFERENCE: Newly Elected Judges & Commissioner's
LOCATION: College Station
DATES: January 12, 2021 to January 15, 2021

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? N/A

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

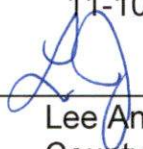
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Required by state in order to have educational requirements for the year.

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

APPROVED

11-10-2020



Lee Ann Jones,
County Judge

NAME: David Cole
POSITION: Commissioner
DEPARTMENT: Precinct # 2
DATE: November 10, 4, 2020

CONFERENCE: County Government School for Commissioners' Court
LOCATION: College Station
DATES: February 2 to February 4, 2020

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? N/A

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


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

Required by State in order to have educational requirements for the year.

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

APPROVED

11-10-2020



Lee Ann Jones,
County Judge

NAME: Craig Lawless
POSITION: Commissioner
DEPARTMENT: Precinct #3
DATE: November 10, 2020

CONFERENCE: County Government School for Commissioners' Court
LOCATION: College Station
DATES: February 2 to February 4, 2020

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? N/A

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

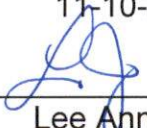
Write a short statement explaining the public purpose that will be met by your attendance at this conference: (continue on the back if necessary.)

Required by State in order to have educational requirements for the year.

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

APPROVED

11-10-2020



Lee Ann Jones,
County Judge

NAME: Dale LaGrone

POSITION: Commissioner

DEPARTMENT: Precinct # 4

DATE: November 10, 2020

CONFERENCE: County Government School for Commissioners' Court

LOCATION: College Station

DATES: February 2 to February 4, 2020

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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

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? N/A

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

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

Required by State in order to have educational requirements for the year.

APPROVED

11-10-2020

Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Jeff Martin
POSITION: Deputy
DEPARTMENT: Panola County Sheriff's Office
DATE: 10-22-20

CONFERENCE: Basic TCOLE Instructor
LOCATION: Kilgore Police Academy
DATES: December 7, 2020 to December 11, 2020
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 2

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?

10

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

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

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

Relatable Training

APPROVED

11-10-2020

Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE AT A CONFERENCE

NAME: Jeff Martin
POSITION: Deputy
DEPARTMENT: Panola County Sheriff's Office
DATE: 10-22-20

CONFERENCE: Firearm Instructor
LOCATION: Kilgore Police Academy
DATES: December 14, 2020 to December 18, 2020
NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 3

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?

10

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

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

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

Relatable Training

APPROVED

11-10-2020

Lee Ann Jones,
County Judge

PANOLA COUNTY OFFICIAL/EMPLOYEE
REQUEST FOR ATTENDANCE
AT A CONFERENCE

NAME: Carol Mixon

POSITION: Court Reporter

DEPARTMENT: _____

DATE: November 6 + 7, 2020

CONFERENCE: TCRA Officials Retreat

LOCATION: Fredericksburg

DATES: 11/6 to 11/7

NUMBER OF DAYS OUT OF OFFICE FOR THIS CONFERENCE: 1

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

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

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

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

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

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

Obtaining my CE credits to maintain
my CSR license in the State of
Texas.