State of Texas
County of PANOLA

1. This contract is between the **East Texas Council of Governments** (ETCOG) and **PANOLA COUNTY** (hereinafter referred to as the County) and is in aid of the Office of the Governor (OOG) Grant No. **SF-2541715**, titled **Regional Evaluation Services for Juveniles (RESFJ)**. It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on **September 1, 2026**, and end on **August 31, 2027**, unless amended, extended, or terminated earlier upon written notice by either party or as otherwise provided for in this contract.

2. ETCOG is responsible for monitoring the County and all terms and conditions of the RESFJ grant under this agreement. The County agrees to fully cooperate in the monitoring process and give the East Texas Council of Governments, the Office of the Governor, its designees, or auditors of the State of Texas access to and the right to audit, examine, copy all records (paper and electronic), books, papers, documents, accounting procedures, practices, and any other relevant materials associated with the performance of this agreement and permit access to all facilities, personnel, and other individuals and information as requested and/or necessary.

3. ETCOG and the County shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.

4. The County will furnish the following:
   a. Invoices for services rendered.
   b. Information for progress reports; and
   c. Proof of payment for all services.

5. The County will comply with the following:
   a. **Return this signed contract to ETCOG by January 31st, 2027.** If the County needs additional time to approve the required contract promptly notify ETCOG staff. A fully executed copy of the contract will be sent to the County immediately after the signature of ETCOG's Executive Director.
   b. Special Limitations - Attachment A.
   c. Submission of signed Reimbursement Voucher (PDF attached) copy of Invoices/bill(s) for: Psychological and/or Psychiatric examination(s); Substance Abuse and/or Testing supplies/materials; Individual and/or Group Counseling services purchased; and the County Certification form to request reimbursement (Attachments B & C to Contract).

6. Payment under this contract will be made as follows: The County may purchase for youth referred to juvenile probation departments within the ETCOG region (1) psychological and/or psychiatric evaluation services, (2) Behavioral Management therapies including

anger, child abuse, sex abuse via individual/group/and family outpatient/support services (3) drug and/or alcohol testing/supplies purchased during the current grant period.

Funds to be reimbursed to each county shall be subject to the Special Limitations listed on Attachment A of this Contract. Total reimbursements to all participating Counties shall not exceed the total amount available in the current grant **($33,700.00)**. The County shall submit to ETCOG all reimbursement vouchers with original signature(s), a copy of the invoice/bill for the above-listed services and/or supplies purchased, and the County Certification form with original signature(s) (Attachments B & C to contract) when making a request for reimbursement. Reimbursement will normally be made to the County within 60 days of receipt by ETCOG and will only be made from current revenues available to ETCOG, from the OOG, in accordance with Texas Government Code, Section 791.011 (d)(3).

7. **If the County has not exhausted its allocated funds on or before August 1, 2027, said County shall notify ETCOG of that fact, and shall release its unused allocated funds for redistribution to another county. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 1, 2027.** The final report for this grant is due to the OOG by September 15, 2027. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.

8. In the event of default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for services properly provided prior to the cancellation date.

9. ETCOG and the County understand that the OOG does not tolerate any type of fraud, waste, or misuse of funds received under this agreement. Any violations of law, policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal investigation or finding of fraud, waste, or misuse of funds the ETCOG is obligated to immediately notify the OOG and inform them of the status of any ongoing investigations.

10. The County agrees and understands that the choice of the counselor, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG has no liability or responsibility for conditions of treatment for any juveniles served.

11. The County agrees that **all OOG approved services and/or supplies** shall be paid for on a reimbursement basis, and claims for reimbursement shall reflect the actual, **reasonably priced** costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that **reimbursement for actual costs shall not exceed the maximum amount established by the State. NOTE: Per the OOG, all individual consultants will be capped at $81.25/hour not to exceed $650.00/day.**

12. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this

contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out of or in any way related to services, or to the expenditure by the County or its subcontractor of funds under this contract. More specifically, the County shall indemnify and hold harmless ETCOG and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of the County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, the County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement and said tax shall by assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

13. ETCOG and the County must retain all records in relation to this contract/grant and all supporting documentation (paper and electronic) **for a minimum of seven (7) years** after receiving final payment on this contract/grant.

EXECUTED this 6th day of October, 2026.

Signature of County Judge

Panola County
Name of County

110 S. Sycamore, Room 216
Address (street or post office box)

Carthage, Tx. 75633 903-693-0391
City State Zip Telephone #

Signature of Executive Director
David A. Cleveland

East Texas Council of Governments
Name of Grantee Agency

3800 Stone Road
Address (street or post office box)

Kilgore, TX 75662 (903) 218-6400
City State Zip Telephone #