

**SPECIAL, 5/5/2020 10:30:00 AM**

BE IT REMEMBERED that on May 05, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

When the following proceedings were had and orders made, to-wit:

*Notice of Meeting and Agenda and Minutes*  
*May 05, 2020*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
May 05, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **May 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

**INVOCATION: Brent A. Weaver, Commissioner, Precinct Two**

**PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three**



## **PURCHASING:**

1. Consider and possibly approve an Engagement Letter with Milliman to update (PROF 08-064/DC) for Retiree Medical Expenses and Liability Calculations under GASB No. 75 Jefferson County for fiscal year ending September 30, 2020 for an additional fee of \$3,500.00.

**SEE ATTACHMENTS ON PAGES 8 - 9**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

2. Consider, possibly ratify approval, receive and file Laboratory Services Agreement between Bio-Reference Laboratories, Inc. and Jefferson County, Texas for COVID-19 Serology Antibody Testing.

**SEE ATTACHMENTS ON PAGES 10 - 13**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

3. Consider and possibly approve a resolution approving the grant application for Coronavirus Emergency Supplemental Funding (CESF) Program through the Office of the Governor. This grant request requires no cash match.

**SEE ATTACHMENTS ON PAGES 14 - 14**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 05, 2020*

4. Receive and file revised and amended budget for the Title IV-E Legal Services Contract with the Texas Department of Family and Protective Services for fiscal year 10/1/2019 to 9/30/2020.

**SEE ATTACHMENTS ON PAGES 15 - 28**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve electronic disbursement for \$864,274.77 to LaSalle for revenue received from entities for inmate housing.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Consider and approve subrecipient Grant agreement between the Texas Department of Emergency Management (TDEM) and Jefferson County, Texas for DHS/FEMA grant funding provided through the State of Texas.

**SEE ATTACHMENTS ON PAGES 29 - 49**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Regular County Bills – check #470987 through checks #471188.

**SEE ATTACHMENTS ON PAGES 50 - 56**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 05, 2020*

8. Consider and possibly approve U.S. Department of Justice, United States Marshal Service Modification “Special VTC Language” to the current Inter-Governmental Agreement 78-01-0077. The purpose of the modification is to incorporate the use of guard services to monitor Federal Prisoners on a case-by-case basis during court hearings conducted via Video Teleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court. The guard hourly rate is \$27.89 per hour per guard. Effective date of this modification is April 1, 2020.

**SEE ATTACHMENTS ON PAGES 57 - 57**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

9. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

**SEE ATTACHMENTS ON PAGES 58 - 58**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

10. Consider, possibly approve, authorize the County Judge to execute, receive and file Southeast Texas Regional Planning County Mitigation Action Plan.

**SEE ATTACHMENTS ON PAGES 59 - 62**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*May 05, 2020*

11. Consider, possibly approve and authorize the County Judge to execute a Counsel Contingent Fee Contract between the Coffman Law Firm and Mitchell A. Toups, Ltd. and Jefferson County regarding litigation with Purdue Pharma and its subsidiaries related to In re National Prescription Opiate Litigation.

**SEE ATTACHMENTS ON PAGES 63 - 72**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider and possibly approve an Order to expand the Golden Pass Reinvestment Zone Pursuant to Sec.312.203, Texas Tax Code.

**SEE ATTACHMENTS ON PAGES 73 - 96**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

13. Consider and possibly take action regarding operational expenses at Ford Park.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY TAX ASSESSOR-COLLECTOR:**

14. Consider and approve a property tax refund to Cheri Hylton in the amount of \$3,318.93 in accordance with Property Tax Code 31.11-- Refund of overpayment in excess of \$2,500.

**SEE ATTACHMENTS ON PAGES 97 - 103**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ENGINEERING:**

15. Execute, receive and file Road Use Agreement between Jefferson County and Lone Star NGL Pipeline LP to conduct a new 20" pipeline construction at a site located on Patillo Road. This project is located in Precinct 2.

**SEE ATTACHMENTS ON PAGES 104 - 112**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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**Jeff R. Branick**  
**County Judge**



500 Dallas Street  
Suite 2550  
Houston, TX 77002  
USA

Tel +1 713 658 8451  
Fax +1 713 658 9656

milliman.com

April 28, 2020

Ms. Fran M. Lee  
Financial Manager  
Jefferson County, Texas  
215 Franklin, Suite 202  
Beaumont, TX 77701

**Re: Retiree Medical Expense and Liability Calculations under GASB No. 75  
Jefferson County**

Dear Ms. Lee:

Please refer to our 2018 OPEB report dated November 12, 2019. That report, which was based on the employee and retiree data used in the October 1, 2018 valuation of the plan, provided information with respect to your September 30, 2019 reporting obligations under GASB 75.

Based on our conversations, I have enclosed a Fee Schedule for performing the GASB 75 actuarial valuation for fiscal year ending September 30, 2020. Milliman's fee for performing the report as described above will be \$3,500.

Please review, sign, and return the Fee Schedule to my attention. We agree that the work will be performed in accordance with the signed service agreement dated May 12, 2008.

Please feel free to call me if you have any questions. I can be contacted at (713) 658-3013. Please let me know if you have any questions or concerns.

Sincerely,

Jake Pringle, MAAA  
Consulting Actuary

Enclosure  
cc: Jim Tumlinson (Milliman)



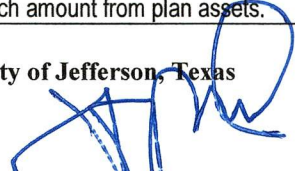
## Statement of Work

<b>GASB 75 Disclosure</b>		Effective Date: April 28, 2020	
Prepared for: County of Jefferson, Texas			
Prepared by: Jake Pringle			
<b>Project Timing</b>			
Project Start Date:	April 28, 2020	Expected Project End Date:	November 30, 2020
<b>Project Description</b>			
<b>Deliverable</b>	<b>Description</b>	<b>Estimated Fees</b>	<b>Client Initials</b>
GASB 75 Actuarial Valuation Report for FYE September 30, 2020	Financial statement entries including ADC, OPEB Expense, Total OPEB Liability, Fiduciary Net Position, Net OPEB Liability	\$3,500	
<b>Estimated Fee Summary</b>			
<b>Consulting Fees</b>			<b>\$3,500</b>
<b>Key Notes / Assumptions</b>			
1.	The services proposed under this Statement of Work are offered under, and it is the parties' intent they will be governed by, the Consulting Services Agreement for Professional Actuarial Services between Milliman, Inc. and County of Jefferson, Texas, effective as of May 12, 2008.		
2.	Travel, postage and other out-of-pocket expenses are not included in the above estimated fees. Any such expenses will be charged at cost as a direct expense.		
3.	Except as otherwise provided, Milliman's fees shall be based on our time-and-expense charges using our normal hourly billing rates. These fees assume a maximum of 2,000 participants, and that participant data and financial information will be provided to Milliman in a mutually agreeable form and format. Fees for out-of-scope items and for additional processing caused by errors in information provided to Milliman, if any, shall be billed based on our time-and-expense charges using our normal hourly billing rates, subject to your advance approval. Our normal hourly billing rates range from \$120 per hour to \$450 per hour.		
4.	Any statement in the Agreement that, or to the effect that, an amount will be paid by the County will not preclude such amounts being a plan expense under the plan's trust agreements and other documents and will not have any effect on the County's rights to direct the plan's trustee to pay such amount from plan assets.		

Milliman, Inc.

County of Jefferson, Texas

By \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By   
 Print Name: Jeff Branick  
 Title: County Judge  
 Date: 05/05/2020





## LABORATORY SERVICES AGREEMENT FOR COVID-19 SEROLOGY ANTIBODY TESTING

This Laboratory Services Agreement ("Agreement"), made as of the date of the last signature below ("Effective Date"), is by and between **THE COUNTY OF JEFFERSON, TEXAS** ("Client") and **BIO-REFERENCE LABORATORIES, INC.** ("Laboratory"). This Agreement is applicable solely to the provision of the Serology Test, as defined below. To the extent that Client and Laboratory have executed a separate laboratory services agreement for other testing, the terms of this Agreement shall control for Serology Tests.

### *RECITALS*

**WHEREAS**, Laboratory is a duly licensed and accredited high-complexity clinical laboratory and is qualified as a P2 lab or higher as defined by the biosafety level criteria set forth by the Center for Disease Control and Prevention (the "CDC");

**WHEREAS**, Laboratory performs serology antibody testing (the "Serology Test") that has been registered with the Food and Drug Administration ("FDA") and is designed to detect the presence of antibodies to the novel SARS-CoV-2 virus ("COVID-19");

**WHEREAS**, Client desires to contract with Laboratory to provide the Serology Test for certain individuals identified by Client (the "Tested Persons") and Laboratory desires to provide such Serology Test.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Laboratory and Client agree as follows:

### **1. SEROLOGY TEST SERVICES**

- 1.1. Serology Test.** Laboratory agrees to perform, upon request by Client and to the extent within its capabilities, Serology Tests for Tested Persons. Client acknowledges that in light of the national demand for the Serology Test, the prioritization guidelines that may be established by federal and state governments and agencies, and the future resource limitations that may affect the availability of the Serology Test, Laboratory will use good faith efforts to perform the volume of Serology Tests requested by Client, but cannot guarantee the availability of Serology Tests.
- 1.2. Serology Test Orders.** Each specimen must be accompanied by a valid order from a healthcare provider who is authorized to order the Serology Test under the laws of the state in which the Tested Person resides (an "Authorized Provider"). Client shall be responsible for ensuring that all orders for Serology Tests shall be made by an Authorized Provider.
- 1.3. Specimen Collection.** Client shall be responsible for performing or arranging for the collection of specimens that will be sent to Laboratory for the Serology Test, including the provision of all collection supplies. In the event Laboratory provides any collection supplies to Client, Client agrees that such supplies shall be used solely to collect specimens that will be sent by Client to Laboratory, or such supplies shall be returned promptly to Laboratory. Client shall be responsible for the delivery of such specimens to Laboratory's Elmwood Park, New Jersey location. Client agrees that Laboratory shall not be responsible for inadequate specimen collection, mislabeling of specimens, or other collection-related errors.
- 1.4. Consents and Authorizations.** Client shall obtain all consents and authorizations from Tested Persons as may be required by applicable law to enable Laboratory to perform the Serology and report the results thereof to Client and Authorized Providers. Upon request, Client shall provide Laboratory with a copy of such consents and authorizations.





**1.5. Report Delivery.** Laboratory will transmit Serology Test results to Client within Laboratory's then-current turnaround time schedule. Client shall be solely responsible for the delivery of the Serology Test results to Authorized Providers and Tested Persons, and Laboratory shall have no responsibility for the delivery of the Serology Test results to Authorized Providers and Tested Persons.

**1.6. Consultation.** Laboratory staff shall be available 365 days per year, 7 days per week, and 24 hours per day to consult with Client and Authorized Providers by telephone (numbers available at [www.bioreference.com/contact-us/](http://www.bioreference.com/contact-us/)) to discuss Laboratory's procedures and to provide the status of Serology Test results.

**1.7. Utilization of Test Results.** The Serology Test is registered with but has not been reviewed by the FDA. Client acknowledges that:

- (a) A negative result from the Serology Test does not rule out COVID-19 infection, particularly if the Tested Person been in contact with the COVID-19 virus,
- (b) A positive result from the Serology Test may be due to past or present infection with a different strain of coronavirus, such as coronavirus HKU1, NL63, OC43 or 229E, and may not indicate past or present infection with the COVID-19 virus.
- (c) Results from the Serology Test should not be used as the sole basis to diagnose or exclude COVID-19 infection, to inform infection status, or to make determinations with respect to returning to work or other public exposure, and Laboratory shall have no responsibility or liability for any such decisions or determinations. Client agrees to indemnify and hold Laboratory harmless against any claims, liability, actions or damages arising from or related to decisions or determinations made by Client, Authorized Persons, Tested Patients or any third party based upon the results of the Serology Tests.

**2. TERM AND TERMINATION.** This Agreement shall commence on the Effective Date. This Agreement shall have an initial term of one (1) year (the "Initial Term"). The term of this Agreement shall renew for additional terms of one (1) year each unless terminated as provided in this Section or by the written agreement of the parties. This Agreement may be terminated by either party at any time, with or without cause, by giving the other party thirty (30) days prior written notice. In addition, in the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement by providing ten (10) days prior written notice of termination to the breaching party.

### **3. FEES, INVOICING AND PAYMENTS**

**3.1. Fees.** Client agrees to pay Laboratory Fifty-Five Dollars (\$55.00) per specimen submitted for the Serology Test performed by Laboratory.

**3.2. Invoicing.** Laboratory shall submit a detailed written invoice to Client in connection with Serology Tests rendered under this Agreement.

**3.3. Payment Procedure.** Within ten (10) days of receipt, Client shall submit payment to Laboratory for the undisputed amount of each invoice.

**3.4. Billing by Client.** If Client bills or collects fees from patients, customers or others for the services performed by Laboratory hereunder, then such billing and collection activities shall be performed in accordance with applicable federal and state law, including, but not limited to, laws relating to direct billing, anti-markup, and disclosures. Client acknowledges that federal and state laws, including without limitation the Families First Coronavirus Response Act and Coronavirus Aid, Relief and Economic Security Act, place substantial restrictions on amounts that may be billed for Serology Tests.

**3.5. Pricing is Confidential.** The parties agree that all information and matters regarding pricing represent the confidential information of Laboratory ("Confidential Information"). Client shall maintain the confidentiality of all such Confidential Information and shall not divulge such information to any third-party, except as required by applicable law.



#### 4. ACCREDITATION AND COMPLIANCE

- 4.1. Laboratory.** Laboratory's facilities are and shall remain duly licensed under applicable law. Reasonable documentation of such credentials shall be provided upon request. Laboratory shall comply with applicable standards under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and College of American Pathologists ("CAP").
- 4.2. HIPAA Compliance.** Both parties agree to comply with applicable provisions of the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulation as contained in 45 C.F.R. part 164 (the "Federal Privacy Regulations"), the federal security standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulation"), and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Both parties agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and HITECH.

#### 5. MISCELLANEOUS

- 5.1. Change in Law.** The terms of this Agreement are intended to be in compliance with applicable law as of the Effective Date. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of applicable law, or subsequent enactments of applicable law, or if any such change or proposed change would materially alter the amount or method of compensating Laboratory for the Serology Tests performed for Client, or would materially increase the cost of Laboratory's performance hereunder, this Agreement shall terminate by giving the other party thirty (30) days advance written notice thereof, unless within said thirty (30) day period the parties agree to such modifications of this Agreement as may be necessary to establish compliance.
- 5.2. Publicity.** Either party may issue a press release or other public communication regarding the general nature of this Agreement, provided that the pricing terms of this Agreement shall not be released by Client to any third party unless required by applicable law or authorized in writing by Laboratory.
- 5.3. Non-Assignability.** This Agreement may not be assigned, delegated, or transferred by either party without the written consent of the other party which shall not be unreasonably withheld or delayed; any unauthorized assignment, delegation or transfer shall be void.
- 5.4. Notice.** Any notice required hereunder will be deemed to have been properly provided if mailed with automated delivery confirmation by either FedEx, UPS or U.S. Postal Service, and properly addressed to the parties hereto at the following addresses. Notice will be deemed given on the delivery date set forth in the automated delivery confirmation details.

To Laboratory:           Bio-Reference Laboratories, Inc.  
481 Edward H. Ross Dr.  
Elmwood Park, NJ 07407  
Attention: Legal Department

To Client:                The County of Jefferson, Texas  
1149 Pearl Street  
Beaumont, TX 77701





Attention: Legal Department

- 5.5. Independent Relationship.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between Client and Laboratory other than that of independent entities contracting solely for the purposes set forth herein. Neither party shall be construed to be the agent, employer or representative of the other party.
- 5.6. Force Majeure.** Neither party shall be liable for any claims or damages resulting or arising out of a failure or delay that is due to a force majeure event beyond the control of such party.
- 5.7. Benefit.** This Agreement is intended to inure only to the benefit of Laboratory and Client, and is not intended to create, nor shall be deemed or construed to create, any right in any third-party.
- 5.8. Non-Discrimination.** All services provided by Laboratory hereunder shall be in compliance with applicable law prohibiting discrimination on any basis.
- 5.9. Headings.** The headings herein are for convenience only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.
- 5.10. Severance Clause.** The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall in no way affect the validity or enforceability of any other provision in that jurisdiction, or of the entire Agreement in any other jurisdiction.
- 5.11. Choice of Law.** The laws of the State of New Jersey shall govern the terms of this Agreement.
- 5.12. Integration.** This Agreement is intended by the parties as a final expression of their contractual agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements, whether written or oral.
- 5.13. Waiver.** No course of dealing between Client and Laboratory, and/or any delay by a party in exercising its respective rights under this Agreement, shall operate as a waiver of any of the rights of such party hereunder, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and only for the time and in the manner specifically the stated in such waiver.
- 5.14. Modification.** Except as expressly set forth herein, this Agreement may not be modified except in a writing duly executed by the parties.

IN WITNESS HEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

BIO-REFERENCE LABORATORIES, INC.

By: Cindy Jacke

Print: Cindy Jacke

Title: SVP of Sales

Date: 5/1/2020

Fed ID: 22-2405059

THE COUNTY OF JEFFERSON, TEXAS

By: [Signature]

Print: JEFF R. BRANICK

Title: County Judge

Date: 04/30/2020

Fed ID: 76-6000-291



ATTEST: [Signature]  
Carolyn L. Guidry, County Clerk





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**WHEREAS**, The Commissioner's Court Of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Coronavirus Emergency Supplemental Funding Program (CESF) be operated for the performance period of twelve months beginning February 1, 2020; and that this funding does not require any matching funds.

**WHEREAS**, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the U.S. Department of Justice funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, The Commissioners Court of Jefferson County Texas designates the Jefferson County Judge as the grantee's certifying official and the certifying official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.


**NOW THEREFORE, BE IT RESOLVED** that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Coronavirus Emergency Supplemental Funding (CESF) Program to the Office of the Governor.

Grant Number: 4151201

SIGNED this 5<sup>th</sup> day of May, 2020.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

# **Budget for Title IV-E County Legal Services Contract**

## **Summary**

**County:** Jefferson

**Agency Account ID:** 24723895

**Budget Effective Date:** 10/1/2019-9/30/2020

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$288,514.65	\$45,441.06	\$243,073.60
A.2. Direct Personnel Fringe Benefits	\$135,203.49	\$21,294.55	\$113,908.94
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$3,365.00	\$529.99	\$2,835.01
A.5. Direct Equipment	\$16,400.00	\$2,583.00	\$13,817.00
A.6. Direct Other Costs	\$230,595.81	\$36,318.84	\$194,276.97
<b>Total Administration</b>	<b>\$674,078.95</b>	<b>\$106,167.44</b>	<b>\$567,911.52</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$19,650.00	\$4,642.31	\$15,007.69
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$19,650.00</b>	<b>\$4,642.31</b>	<b>\$15,007.69</b>
<b>C. Indirect Costs (if applicable)</b>			
<b>Total Indirect Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$693,728.95</b>	<b>\$110,809.75</b>	<b>\$582,919.21</b>

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year:

**31.500%**

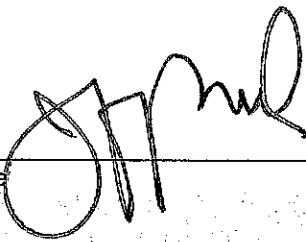
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):

**0.000%**

### **Contractor Certification**

Signature



**04-28-2020**  
Date

Jeff Branick, County Judge  
Printed Name & Title

**Budget for Title IV-E  
County Legal Services Contract**

K909-Form 2030CLIVE  
July 24, 2018

Administration A.1. Direct Personnel Salaries						
County: <u>Jefferson</u>						
Agency Account ID: <u>24723895</u>						
Budget Effective Date: <u>10/1/2019-9/30/2020</u>						
Position or Title	A Monthly Salary	B % of Time Spent on IV-E Activities	C Number of Months of Service	D Estimated Total Expense* (AxBxC)	E Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	F Anticipated County Match
Chief Assistant District Attorney-King	\$10,899.40	100%	12	\$130,792.80	\$20,599.87	\$110,192.93
Assistant District Attorney-Nelson	\$8,729.51	10%	12	\$10,475.41	\$1,649.88	\$8,825.53
Assistant District Attorney-Ramos	\$5,639.78	50%	3	\$8,459.67	\$1,332.40	\$7,127.27
Assistant District Attorney-Brister	\$5,654.15	75%	9	\$38,165.51	\$6,011.07	\$32,154.44
Senior Secretary-Jones	\$4,014.45	10%	12	\$4,817.34	\$758.73	\$4,058.61
Senior Secretary-Harrison	\$4,083.06	100%	12	\$48,996.72	\$7,716.98	\$41,279.74
Senior Secretary-Chance	\$3,864.70	10%	12	\$4,637.64	\$730.43	\$3,907.21
Senior Secretary-Albanese	\$3,514.13	100%	12	\$42,169.56	\$6,641.71	\$35,527.85
<b>Total Direct Personnel Salaries</b>				\$288,514.65	\$45,441.06	\$243,073.60

\*estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Legal Services Contract**K909-Form 2030CLIVE  
July 24, 2018

Administration A.2. Direct Personnel Fringe Benefits			
County:		Jefferson	
Agency Account ID:		24723895	
Budget Effective Date:		10/1/2019-9/30/2020	
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Retirement	\$57,356.72	\$9,033.68	\$48,323.04
FICA	\$17,887.92	\$2,817.35	\$15,070.57
Medicare	\$4,183.47	\$658.90	\$3,524.57
Health Insurance	\$54,303.08	\$8,552.74	\$45,750.34
Life Insurance	\$485.30	\$76.43	\$408.87
Dental Insurance	\$987.00	\$155.45	\$831.55
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$135,203.49</b>	<b>\$21,294.55</b>	<b>\$113,908.94</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**

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Administration A.3. Direct Personnel Travel			
<b>County:</b>		Jefferson	
<b>Agency Account ID:</b>		24723895	
<b>Budget Effective Date:</b>		10/1/2019-9/30/2020	
Type of Travel Expense <small>Note: only include travel NOT related to personnel training</small>	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
None anticipated at this time		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	\$0.00	\$0.00	\$0.00

\*estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Legal Services Contract**

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Administration A.4. Direct Materials and Supplies			
<b>County:</b>		<b>Jefferson</b>	
<b>Agency Account ID:</b>		<b>24723895</b>	
<b>Budget Effective Date:</b>		<b>10/1/2019-9/30/2020</b>	
<b>Materials and Supplies (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
White Mailing Envelopes	\$1,000.00	\$157.50	\$842.50
Manilla Folders - 8 1/2" X 11" Size	\$15.00	\$2.36	\$12.64
Green 3" Pressboard Folders (90% IV-E Eligible)	\$600.00	\$94.50	\$505.50
Ink Toner Cartridges for Printers (90% IV-E Eligible)	\$1,500.00	\$236.25	\$1,263.75
Sharpie Marks-A-Lot Pens	\$40.00	\$6.30	\$33.70
Post-It Tabs	\$150.00	\$23.63	\$126.38
Scotch Tape	\$30.00	\$4.73	\$25.28
Pens	\$30.00	\$4.73	\$25.28
<b>Total Direct Materials and Supplies</b>	<b>\$3,365.00</b>	<b>\$529.99</b>	<b>\$2,835.01</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**

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Administration A.5. Direct Equipment				
County: <u>Jefferson</u>				
Agency Account ID: <u>24723895</u>				
Budget Effective Date: <u>10/1/2019-9/30/2020</u>				
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Computer Laser Jet Printer	Purchase	\$4,800.00	\$756.00	\$4,044.00
Computer Monitor	Purchase	\$1,600.00	\$252.00	\$1,348.00
Computer & Accessories with Softw	Purchase	\$10,000.00	\$1,575.00	\$8,425.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		<b>\$16,400.00</b>	<b>\$2,583.00</b>	<b>\$13,817.00</b>

\*estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
<b>County:</b>		Jefferson	
<b>Agency Account ID:</b>		24723895	
<b>Budget Effective Date:</b>		10/1/2019-9/30/2020	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Postage	\$29,945.81	\$4,716.47	\$25,229.34
Software licenses	\$650.00	\$102.38	\$547.63
Attorney Fees for Foster Care Representation	\$200,000.00	\$31,500.00	\$168,500.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$230,595.81</b>	<b>\$36,318.84</b>	<b>\$194,276.97</b>

\*estimated total cost for Title IV-E related activities

\*estimated amount allocable to Title IV-E

\*estimated amount allocable to Title IV-E

\*estimated amount allocable to Title IV-E

# **Budget for Title IV-E County Legal Services Contract**

## **Budget Narrative**

**County:** Jefferson

**Contract Number:** 24723895

**Budget Effective Date:** 10/1/2019-9/30/2020

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. <http://www.dfps.s>

### **A. Administration**

#### **A.1. Direct Personnel Salaries**

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Assistant District Attorney, Laura Ramos: Ms. Ramos represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Ramos provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 50% of time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis. She transferred to another department division on 12-31-2019.

**Budget for Title IV-E  
County Legal Services Contract**

Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 75% of time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis. She replaced Ms. Ramos effective 1-1-2020.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Grace Nichols, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Johanna Harrison: Ms. Harrison provides clerical assistance to Ms. King including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Chelsea Chance: Ms. Chance provides clerical assistance to Ms. King in addition to when Ms. Harrison including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michael Morgan, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**A.2. Direct Personnel Fringe Benefits**

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.



**Budget for Title IV-E  
County Legal Services Contract**

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ♦ FICA at 6.20% of gross salary per month (all employees)
- ♦ Medicare at 1.45% of gross salary per month (all employees)
- ♦ Retirement at 19.88% of gross salary per month (all employees)
- ♦ Health insurance (per \*pay period):
  - o R. King, B. Jones – Family Coverage at \$683.64
  - o C. Chance – Employee & Spouse Coverage at \$611.94
  - o B. Albanese, M. Brister – Employee & Child Coverage at \$553.42
  - o J. Nelson, J. Harrison, L. Ramos - Single Coverage at \$335.24
- ♦ Dental insurance at \$9.52 per person per \*pay period (all employees)
- ♦ Life insurance (varies according to age and gross salary) per \*pay period:
  - o B. Jones – estimated \$3.47
  - o J. Harrison – estimated \$3.47
  - o J. Nelson – estimated \$7.02
  - o R. King – estimated \$7.39
  - o C. Chance – estimated \$3.32
  - o B. Albanese – estimated \$3.03
  - o L. Ramos – estimated \$4.87
  - o M. Brister – estimated \$4.95

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

- ♦ Ink toner used for printing of CPS case documents and communications.
- ♦ Folders used to store and file documentation related to CPS cases.
- ♦ White envelopes used to send and receive documentation related to CPS cases.
- ♦ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ♦ Post-It Tabs for separating documents in case files maintained.
- ♦ Scotch tape.
- ♦ Pens.
- ♦ Manilla File Folders used for filing CPS case documents.

A.5. Direct Equipment

- ♦ Monitor to replace obsolete equipment.
- ♦ Printer to replace obsolete equipment.
- ♦ Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

**Budget for Title IV-E  
County Legal Services Contract****A.6. Direct Other Costs**

- ♦ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ♦ Software licensing for computer software used to prepare legal documentation for CPS cases.
- ♦ Software licensing for computer anti-virus software used to protect all CPS computers.
- ♦ Court appointed attorney fees for parents and children represented in the Texas foster care system and costs incurred to carry out the proper and efficient administration of the state plan.

***B. Training*****B.1. Title IV-E Training (75%)**

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

**B.2. Title IV-E Fostering Connections Training (75%)**

None anticipated at this time.

**B.3. Non-Title IV-E Training (50%)**

None anticipated at this time.

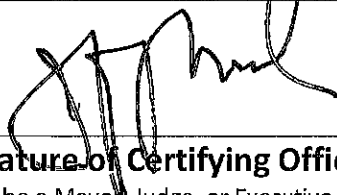
***C. Indirect Costs (if applicable)***

None anticipated at this time.

# Texas Division of Emergency Management

## Designation of Subrecipient Agent

<b>Primary Contacts</b>	
Subrecipient: Jefferson County, Texas	
Disaster Number(s): 4485	Grant Program: Public Assistance
<b>Primary Agent</b> Serves as the primary point of contact for projects.	
Name: Patrick Swain	Office Number: 409-835-8500
Position/Job Title: County Auditor	Fax Number: 409-839-2369
Organization/employer: Jefferson County, Texas	Cell Number: 409-656-2137
Email* pswain@co.jefferson.tx.us	The Primary Agent will have full GMS access
<b>Secondary Agent</b> Serves as the secondary point of contact for projects.	
Name: Rhonda Brode	Office Number: 409-835-8500
Position/Job Title: Internal Audit Manager	Fax Number: 409-839-2369
Organization/employer: Jefferson County, Texas	Cell Number: 409-656-1697
Email* rbrode@co.jefferson.tx.us	The Secondary Agent will have full GMS access
<b>Primary Finance Agent</b> Serves as the primary point of contact for financial matters.	
Name: Patrick Swain	Office Number: 409-835-8500
Position/Job Title: County Auditor	Fax Number: 409-839-2369
Organization/employer: Jefferson County, Texas	Cell Number: 409-656-2137
Email* pswain@co.jefferson.tx.us	The Primary Finance Contact will have full GMS access
<b>Certifying Official</b> Serves as the official representative of the organization. Must possess the authority to obligate funds & enter into contracts for the organization.	
Name: Jeff R. Branick	Office Number: 409-835-8466
Position/Job Title: County Judge	Fax Number: 409-839-2311
Organization/employer: Jefferson County, Texas	Cell Number: 409-748-0247
Email* jbranick@co.jefferson.tx.us	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input checked="" type="checkbox"/>
<i>The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this grant with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all grants.</i>	
*Note: All email addresses must be unique to user	



### Jeff R. Branick

05/05/2020

**Signature of Certifying Official**
**Print Name**
**Date**

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds &amp; enter into contracts for the organization)

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, \_\_\_\_\_, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

## GRANT TERMS AND CONDITIONS

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

## GRANT TERMS AND CONDITIONS

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
  - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

## GRANT TERMS AND CONDITIONS

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.



## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

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## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
  4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
    - a. The reason(s) for such termination;
    - b. The effective date of such termination; and
    - c. In the case of partial termination, the portion of this Grant to be terminated.
    - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
  2. Require all payments as reimbursements rather than advance payments
  3. Temporarily withhold payments pending correction of the deficiency
  4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
  5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
  6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
  7. Withhold further awards for the grant program
  8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
  2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
  3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
  4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

## GRANT TERMS AND CONDITIONS

### EXHIBIT A

#### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§472b-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## GRANT TERMS AND CONDITIONS

### EXHIBIT B

#### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

## GRANT TERMS AND CONDITIONS

### Exhibit C

#### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. 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 or 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or 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 of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying 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 Section 1352, Title 31, U.S. Code. 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.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.



## GRANT TERMS AND CONDITIONS

### EXHIBIT D

#### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_\_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## GRANT TERMS AND CONDITIONS

### EXHIBIT E

#### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## GRANT TERMS AND CONDITIONS

### EXHIBIT F

#### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

## GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

## GRANT TERMS AND CONDITIONS

### EXHIBIT G

#### Match Certification

#### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

#### Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

#### Match Certification

#### Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

#### **For Hazard Mitigation Projects Only:**

#### Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

#### Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.
- OR
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

## Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017



## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

- \_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A” *JB*
- \_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as “Exhibit B” *JB*
- \_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C” *JB*
- \_\_\_\_\_ State of Texas Assurances, hereinafter referred to as “Exhibit D” *JB*
- \_\_\_\_\_ Environmental Review Certification, hereinafter referred to as “Exhibit E” *JB*
- \_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as “Exhibit F” *JB*
- \_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as “Exhibit G” *JB*
- \_\_\_\_\_ Request for Information and Documentation referred to as “Exhibit H” *JB*

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

  
 \_\_\_\_\_  
 Signature of Certifying Official

5/5/20  
 Date

Jeff Bravick, County Judge  
 Printed Name and Title

PGM: GMCOMMV2	DATE 05-05-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. 50 TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	70.45	471070
ROAD & BRIDGE PCT.#1		70.45**
CLASSIC CHEVROLET	330.65	471009
M&D SUPPLY	261.19	471041
SEABREEZE CULVERT, INC.	334.75	471052
TAC - TEXAS ASSN. OF COUNTIES	230.00	471059
ADVANCE AUTO PARTS	180.88	471123
SILSBEE FORD INC	106.35	471127
CINTAS CORPORATION	65.00	471133
		1,508.82**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	2,687.85	471012
EASTEX RUBBER & GASKET	215.46	471023
ENTERGY	152.70	471033
MUNRO'S	53.93	471044
SANITARY SUPPLY, INC.	239.44	471051
SETZER HARDWARE, INC.	18.87	471053
NEW WAVE WELDING TECHNOLOGY	7.75	471104
INTERSTATE ALL BATTERY CENTER - BMT	32.80	471108
CY-FAIR TIRE	790.85	471152
		4,199.65**
ROAD & BRIDGE PCT. # 3		
A&A EQUIPMENT	253.00	471010
AUDILET TRACTOR SALES	559.88	471014
FARM & HOME SUPPLY	149.53	471025
GULF COAST AUTOMOTIVE, INC.	171.99	471030
GULFWAY LUMBER	45.69	471031
MUNRO'S	38.85	471044
OFFICE DEPOT	457.90	471045
AT&T	74.21	471057
TEJAS TRUCK & RV SUPERSTORE	111.54	471066
LOWE'S HOME CENTERS, INC.	23.74	471086
SPELL NURSERY	21.95	471116
THE HOME DEPOT PRO	39.79	471150
		1,948.07**
ROAD & BRIDGE PCT.#4		
CITY OF BEAUMONT - LANDFILL	671.00	471013
BEAUMONT TRACTOR COMPANY	2,248.58	471015
CITY OF BEAUMONT - WATER DEPT.	20.54	471018
ENTERGY	621.49	471033
ENTERGY	11.41	471034
T. JOHNSON INDUSTRIES, INC.	272.50	471039
M&D SUPPLY	117.37	471041
MUNRO'S	77.85	471044
SANITARY SUPPLY, INC.	432.83	471051
SMART'S TRUCK & TRAILER, INC.	12.77	471055
EVERETT D ALFRED	24.00	471088
UNDERGROUND INC.	3,074.00	471092
LD CONSTRUCTION	299.04	471107
O'REILLY AUTO PARTS	325.61	471145
		8,208.99**
PARKS & RECREATION		
W.W. GRAINGER, INC.	170.16	471028
ENTERGY	339.09	471033
RITTER @ HOME	97.58	471050
FASTENAL	371.23	471074
THE HOME DEPOT PRO	311.90	471150
		1,289.96**
GENERAL FUND		
TAX OFFICE		
PITNEY BOWES, INC.	65.83	471049
SANITARY SUPPLY, INC.	295.04	471051
ACE IMAGEWEAR	23.90	471054

PGM: GMCOMMV2	DATE 05-05-2020		PAGE: 2
NAME	AMOUNT	CHECK NO.	51 TOTAL
UNITED STATES POSTAL SERVICE	588.11	471081	972.88*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.42	471081	.42*
AUDITOR'S OFFICE			
BINSWANGER GLASS CO.	177.00	471016	
UNITED STATES POSTAL SERVICE	4.42	471081	181.42*
COUNTY CLERK			
FED EX	30.16	471026	
SANITARY SUPPLY, INC.	110.04	471051	
UNITED STATES POSTAL SERVICE	135.39	471081	
WESTERN MICROGRAPHICS & IMAGING	2,290.00	471120	2,565.59*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	2.51	471081	
JAMES M BLACK	500.00	471146	502.51*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	5.40	471081	5.40*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	46.51	471081	46.51*
PRINTING DEPARTMENT			
OLMSTED-KIRK PAPER	343.50	471047	343.50*
PURCHASING DEPARTMENT			
OFFICE DEPOT	130.39	471045	
UNITED STATES POSTAL SERVICE	142.10	471081	272.49*
GENERAL SERVICES			
JEFFERSON CTY. TAX DEPARTMENT	100.00	471037	
TIME WARNER COMMUNICATIONS	633.03	471061	
TEXAS WORKFORCE COMMISSION	10,537.61	471067	
ADVANCED STAFFING	39.00	471073	11,309.64*
DATA PROCESSING			
OLMSTED-KIRK PAPER	901.50	471047	
CDW COMPUTER CENTERS, INC.	281.54	471075	
SHI GOVERNMENT SOLUTIONS, INC.	263.58	471083	1,446.62*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	37.21	471081	37.21*
ELECTIONS DEPARTMENT			
SANITARY SUPPLY, INC.	116.40	471051	
US POSTAL SERVICE	240.00	471085	356.40*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	160.00	471038	
UNITED STATES POSTAL SERVICE	34.33	471081	194.33*
DISTRICT CLERK			
OFFICE DEPOT	200.14	471045	
UNITED STATES POSTAL SERVICE	200.55	471081	400.69*
CRIMINAL DISTRICT COURT			

PGM: GMCOMMV2	DATE 05-05-2020		PAGE: 3 52 TOTAL
NAME	AMOUNT	CHECK NO.	
THOMAS J. BURBANK PC	1,980.00	471017	
ANTOINE FREEMAN	2,531.25	471102	
LAURIE PEROZZO	900.00	471110	
ALEX BILL III	800.00	471114	
60TH DISTRICT COURT			6,211.25*
CASH ADVANCE ACCOUNT	699.30	471038	
252ND DISTRICT COURT			699.30*
UNITED STATES POSTAL SERVICE	159.89	471081	
279TH DISTRICT COURT			159.89*
ALICIA K HALL	500.00	471119	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,299.00	471128	
JUSTICE COURT-PCT 1 PL 1			1,799.00*
UNITED STATES POSTAL SERVICE	34.76	471081	
JUSTICE COURT-PCT 6			34.76*
UNITED STATES POSTAL SERVICE	2.66	471081	
JUSTICE COURT-PCT 7			2.66*
KIRKSEY'S SPRINT PRINTING	24.95	471040	
AT&T	32.51	471057	
COUNTY COURT AT LAW NO.1			57.46*
SIERRA SPRING WATER CO. - BT	33.42	471082	
COUNTY COURT AT LAW NO. 2			33.42*
EDWARD B. GRIPON, M.D., P.A.	595.00	471029	
UNITED STATES POSTAL SERVICE	1.00	471081	
COUNTY COURT AT LAW NO. 3			596.00*
OFFICE DEPOT	51.96	471045	
JOEL WEBB VAZQUEZ	400.00	471096	
COURT MASTER			451.96*
UNITED STATES POSTAL SERVICE	.50	471081	
MEDIATION CENTER			.50*
UNITED STATES POSTAL SERVICE	.42	471081	
SHERIFF'S DEPARTMENT			.42*
EQUINE MEDICINE & SURGERY	32.00	471024	
KIRKSEY'S SPRINT PRINTING	49.90	471040	
AT&T	309.21	471057	
UNITED STATES POSTAL SERVICE	812.67	471081	
FIVE STAR FEED	207.00	471091	
RITA HURT	1,375.00	471118	
MATERA PAPER COMPANY INC	1,020.00	471124	
GALLS LLC	199.00	471131	
MISSISSIPPI VITAL RECORDS	17.00	471138	
STATE OF FLORIDA DEPT OF HEALTH	5.00	471142	
FANNETT VETERINARY CLINIC	977.84	471143	
RWB TOOLS, LLC	13.45	471149	
SCALES BIOLOGICAL LABORATORY INC	1,100.00	471151	
CRIME LABORATORY			6,118.07*
CAYMAN CHEMICAL COMPANY	353.00	471111	
JAIL - NO. 2			353.00*

PGM: GMCOMMV2	DATE 05-05-2020	PAGE: 4
NAME	AMOUNT	CHECK NO.
		TOTAL
AAA LOCK & SAFE	403.00	471008
CITY OF BEAUMONT - WATER DEPT.	3,828.21	471018
M&D SUPPLY	99.01	471041
SANITARY SUPPLY, INC.	264.39	471051
AT&T	988.45	471057
WORTH HYDROCHEM	342.00	471071
ADVANCED SYSTEMS & ALARM SERVICES,	117.00	471077
LOWE'S HOME CENTERS, INC.	94.42	471086
SAM'S CLUB DIRECT	349.00	471122
MATERA PAPER COMPANY INC	10,679.30	471124
THOMSON REUTERS-WEST	3,809.71	471126
AERO PERFORMANCE	408.23	471129
CORRHEALTH LLC	318,721.24	471139
US CORRECTIONS LLC	3,082.50	471148
TRINITY SERVICES GROUP INC	14,926.17	471153
MEDEXPRESS URGENT CARE TEXAS PA	25.00	471188
		358,137.63*
JUVENILE PROBATION DEPT.		
FED EX	239.32	471026
EDWARD B. GRIPON, M.D., P.A.	450.00	471029
OFFICE DEPOT	421.34	471045
UNITED STATES POSTAL SERVICE	11.04	471081
		1,121.70*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	714.04	471018
FRANK'S MEDICAL MART	113.58	471027
OFFICE DEPOT	301.66	471045
SANITARY SUPPLY, INC.	25.40	471051
SOUTHWEST BUILDING SYSTEMS	682.08	471056
FLOWERS FOODS	203.95	471093
BEN E KEITH FOODS	6,089.86	471095
VANSCHUCA SANDERS-CHEVIS	1,000.00	471098
ATTABOY TERMITE & PEST CONTROL	70.00	471109
AI FILTER SERVICE COMPANY	183.79	471117
BIG THICKET PLUMBING INC	1,197.09	471140
STERICYCLE, INC	35.00	471144
		10,616.45*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	54.30	471081
GALLS LLC	1,785.02	471131
		1,839.32*
AGRICULTURE EXTENSION SVC		
TEXAS A&M AGRILIFE EXTENSION SERVIC	12.00	471134
		12.00*
HEALTH AND WELFARE NO. 1		
NSO - NURSES SERVICE ORGANIZATION	222.00	471011
MCKESSON MEDICAL-SURGICAL INC	35.10	471076
UNITED STATES POSTAL SERVICE	50.38	471081
JADA BROUSSARD	58.00	471103
		365.48*
HEALTH AND WELFARE NO. 2		
CITY OF PORT ARTHUR - WATER DEPT.	40.00	471020
AT&T	32.51	471057
TIME WARNER COMMUNICATIONS	146.72	471063
UNITED STATES POSTAL SERVICE	28.91	471081
STERICYCLE, INC	35.00	471144
		283.14*
NURSE PRACTITIONER		
RACHAEL COE	111.00	471079
		111.00*
ENVIRONMENTAL CONTROL		
AT&T	32.50	471057
		32.50*
MAINTENANCE-BEAUMONT		

PGM: GMCOMMV2	DATE 05-05-2020	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
CITY OF BEAUMONT - WATER DEPT.	12,377.85	471018
COBURN SUPPLY COMPANY INC	161.49	471021
W.W. GRAINGER, INC.	264.36	471028
ENTERGY	32,604.16	471033
ACE IMAGEWEAR	351.44	471054
AT&T	230.25	471057
TIME WARNER COMMUNICATIONS	76.49	471065
AT&T GLOBAL SERVICES	62,545.17	471090
CINTAS CORPORATION	101.63	471133
		108,712.84*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	746.69	471019
W.W. GRAINGER, INC.	1,407.72	471028
ENTERGY	2,846.93	471033
SANITARY SUPPLY, INC.	382.75	471051
AT&T	1,410.20	471057
TIME WARNER COMMUNICATIONS	98.63	471062
SOLAR	3.94	471084
TEXAS GAS SERVICE	88.52	471089
PARKER LUMBER	458.39	471113
		7,443.77*
MAINTENANCE-MID COUNTY		
SETZER HARDWARE, INC.	10.62	471053
ACE IMAGEWEAR	71.54	471054
		82.16*
SERVICE CENTER		
SPIDLE & SPIDLE	7,133.47	471012
J.K. CHEVROLET CO.	386.42	471036
THE MUFFLER SHOP	280.00	471043
MUNRO'S	192.78	471044
PHILPOTT MOTORS, INC.	594.12	471048
BUMPER TO BUMPER	471.04	471097
AMERICAN TIRE DISTRIBUTORS	477.84	471105
LIBERTY TIRE RECYCLING LLC	261.80	471106
MIGHTY OF SOUTHEAST TEXAS	93.45	471115
		9,890.92*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	3.60	471081
		3.60*
		533,805.81**
MOSQUITO CONTROL FUND		
TEXAS WORKFORCE COMMISSION	45.59	471067
O'REILLY AUTO PARTS	24.47	471145
		70.06**
FEMA EMERGENCY		
OFFICE DEPOT	583.96	471046
MATERA PAPER COMPANY INC	442.20	471125
COLIN'S KITCHEN LLC	13,174.65	471132
LOVE ASSISTING INC	2,465.00	471136
ALTUS LUMBERTON HOSPITAL	18,100.00	471155
NOVROZSKY'S HAMBURGERS ETC	1,560.00	471156
GEORGIANA FLOURNOY	1,976.25	471157
LORI MARTEL	450.00	471158
TAMMY LOU MCCELVEY	1,275.00	471159
RACHEL RENEE BULLOCK	1,320.00	471160
LISA DARLENE PERKINS	1,275.00	471161
JENNA BUTLER	435.00	471162
DEANA BUNTING	210.00	471163
KARLA PARSONS	840.00	471164
CANDACE TATE	1,275.00	471165
MICHELLE COURSIN	1,080.00	471166
CHRISTINA FRANKLIN	1,177.50	471167
LANA MCGRATH	1,035.00	471168
MISTY BUTLER	1,035.00	471169
MICHELLE HUTTO	1,080.00	471170
SHERRIE FONTENOT	1,080.00	471171
CANDACE KNOWLES	1,006.25	471172

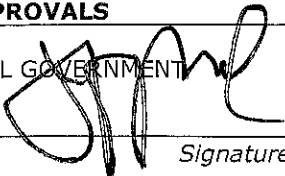
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NAME	AMOUNT	CHECK NO. TOTAL
SHIRLEY BROUSSARD	930.00	471173
JENNIFER STANLEY	1,080.00	471174
DARLA WALLACE	1,080.00	471175
RUSSELL WRIGHT	1,000.00	471176
LAURA THOMPSON	1,900.00	471177
SHERRY MCCOLLUM	1,410.00	471178
TEAKA SNELL	1,080.00	471179
MISTY JONES	1,430.00	471180
RILEY LOVE	67.50	471181
DAISY LOVE	540.00	471182
KELLY BUESING	1,080.00	471183
CHELSEA MEEKS	1,080.00	471184
FRED FONTENOT	442.50	471185
ASHTEN MARTIN	1,360.00	471186
AMY FEATHERSTON	480.00	471187
SECURITY FEE FUND		67,835.81**
TRIANGLE COMPUTER & TELEPHONE	10,025.00	471068
ALLIED UNIVERSAL SECURITY SERVICES	8,808.01	471154
LAW LIBRARY FUND		18,833.01**
THOMSON REUTERS-WEST	323.64	471126
GRANT A STATE AID		323.64**
OFFICE DEPOT	225.58	471045
HAYS COUNTY	6,107.00	471072
YOUTH ADVOCATE PROGRAM	3,587.50	471101
GRAYSON COUNTY DEPT OF JUVENILE	17,594.41	471130
TRUECORE BEHAVIORAL SOLUTIONS LLC	9,413.40	471141
COMMUNITY SUPERVISION FND		36,927.89**
OFFICE DEPOT	221.26	471045
TIME WARNER COMMUNICATIONS	146.72	471064
UNITED STATES POSTAL SERVICE	165.25	471081
REDWOOD TOXICOLOGY LABORATORY	460.20	471099
JEFF. CO. WOMEN'S CENTER		993.43**
CITY OF BEAUMONT - WATER DEPT.	1,213.22	471018
ENTERGY	1,625.45	471033
MARKET BASKET	2.55	471042
OFFICE DEPOT	51.43	471045
SYSCO FOOD SERVICES, INC.	554.43	471058
BEN E KEITH FOODS	609.26	471094
SAM'S CLUB DIRECT	70.78	471122
MATERA PAPER COMPANY INC	542.19	471124
DRUG DIVERSION PROGRAM		4,669.31**
OFFICE DEPOT	87.76	471045
COUNTY CLK RECORDS ARCHIV		87.76**
MANATRON	7,127.33	471100
DRUG INTERVENTION COURT		7,127.33**
STERICYCLE, INC	35.00	471144
HOTEL OCCUPANCY TAX FUND		35.00**
M&D SUPPLY	4.99	471041
TIME WARNER COMMUNICATIONS	127.37	471060
CAPITAL PROJECTS FUND		132.36**
LJA ENGINEERING INC	1,170.50	471121
AIRPORT FUND		1,170.50**



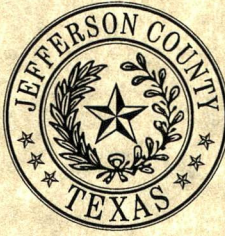
PGM: GMCOMMV2	DATE 05-05-2020	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
SPIDLE & SPIDLE	735.68	471012
CURETON & SON	71.00	471022
HARBOR FREIGHT TOOLS	118.95	471035
MUNRO'S	81.65	471044
TRI-CITY FASTENER & SUPPLY	102.87	471069
WORTH HYDROCHEM	130.00	471071
SUPERIOR SUPPLY & STEEL	167.00	471078
UNITED STATES POSTAL SERVICE	.84	471081
LOWE'S HOME CENTERS, INC.	386.54	471086
B&L ENVIORNMENTAL INC	46,350.00	471137
TITAN AVIATION FUELS	8,841.48	471147
CY-FAIR TIRE	231.00	471152
		57,217.01**
AIRPORT IMPROVE. GRANTS		
GARVER LLC	2,500.00	471112
		2,500.00**
LIABILITY CLAIMS ACCOUNT		
STEVENS BALDO & LIGHTY PLLC	550.00	471135
		550.00**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	15,101.00	470987
CLEAT	306.00	470988
JEFFERSON CTY. TREASURER	16,017.90	470989
RON STADTMUELLER - CHAPTER 13	339.81	470990
INTERNAL REVENUE SERVICE	208.00	470991
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,280.00	470992
JEFFERSON CTY. COMMUNITY SUP.	8,515.46	470993
JEFFERSON CTY. TREASURER - HEALTH	549,085.91	470994
JEFFERSON CTY. TREASURER - PAYROLL	2,097,331.60	470995
JEFFERSON CTY. TREASURER - PAYROLL	783,326.41	470996
MONY LIFE INSURANCE OF AMERICA	87.12	470997
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.01	470998
JEFFERSON CTY. TREASURER - TCDRS	845,613.40	470999
JEFFERSON COUNTY TREASURER	2,803.29	471000
JEFFERSON COUNTY - TREASURER -	7,451.42	471001
NECHES FEDERAL CREDIT UNION	40,183.17	471002
JEFFERSON COUNTY - NATIONWIDE	60,133.33	471003
JOHN TALTON	715.38	471004
BELINDA M ZURITA	230.77	471005
INVESCO INVESTMENT SERVICES, INC	1,344.99	471006
TRELLIS COMPANY	419.75	471007
		4,435,469.72**
MARINE DIVISION		
AERO PRODUCTS	1,676.79	471087
AERO PERFORMANCE	12.43	471129
		1,689.22**
		5,186,663.80***

**U. S. Department of Justice  
United States Marshals Service**

**Modification of Intergovernmental Agreement**

1. Agreement No. 78-01-0077	2. Effective Date April 1, 2020	3. Facility Code(s) 6DH	4. Modification No. Special VTC Language	5. DUNS No. 010-807-535
6. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001		7. Local Government  Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020	9. <i>Per-Diem</i> Rate \$ 83.68	10. Guard/Transportation Hourly Rate \$ 27.89		
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <ul style="list-style-type: none"> <li>The purpose of the modification is to incorporate the use of guard services to monitor Federal Prisoners on a case-by-case basis during court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a prisoner before the court. The guard hourly rate is \$27.89 per hour per guard.</li> </ul> <p>NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS MODIFICATION</p>				
<b>12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:</b>				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
<b>13. APPROVALS</b>				
<p>A. LOCAL GOVERNMENT</p>  <p>Signature</p> <p>County Judge</p> <p>TITLE</p> <p>5/5/20</p> <p>DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p>Chief, IAB</p> <p>TITLE</p> <p>DATE</p>		





# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 5th day of May, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

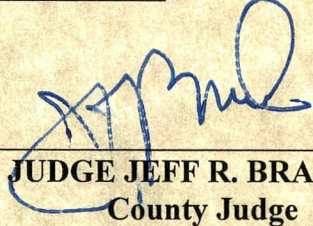
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

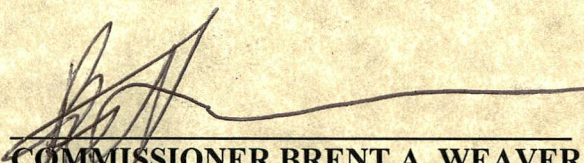
SIGNED this 5th day of May, 2020.

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



**AGENDA ITEM****May 5, 2020**

Consider, possibly approve, authorize the County Judge to execute, receive and file Southeast Texas Regional Planning County Mitigation Action Plan.

# SOUTHEAST TEXAS REGIONAL PLANNING COUNTY MITIGATION ACTION PLAN

Jefferson County agrees to coordinate and participate in the South East Texas Regional Planning Commission's update of the Regional, Hardin County, Jefferson County and Orange County Mitigation Action Plan. Specific responsibilities that Jefferson County agrees to actively participate in necessary activities including, but not limited to:

- attending meetings;
- being responsible for reaching out to stakeholders within the jurisdiction;
- providing information required for the Mitigation Action Plan update in a timely manner;
- attending the Regional Public Meeting and the public meeting for the respective county plan in which the jurisdiction is included;
- reviewing and revising the plan in a timely manner and other material activities required for the successful accomplishment of the Mitigation Action Plan updates;
- will continue to actively participate until the end of the project period which is when TDEM and FEMA have approved all of the plans—the regional and three county plans;
- provide the required pro rata cost share—in the form of eligible in-kind if possible and cash match in the event that not all of the in-kind is met;
- understands and agrees to comply with only non-federal grant funded personnel time, benefits, travel and other costs contributed to this project as being eligible to count toward the in-kind and/or cash match requirement;
- only expenses within the grant performance period, once awarded, can be counted toward in-kind/cash match requirement;
- in the event that any in-kind/cash match contributed to the project is deemed ineligible as a result of an SETRPC, TDEM or FEMA audit, the jurisdiction agrees to contribute the amount deemed ineligible to the project;
- Jefferson County agrees to track and submit all eligible in-kind and/or cash match for the duration of the performance period to ensure the regional match requirement is met and additional match documentation is captured in the event that it is needed;
- Jefferson County agrees to use the SETRPC In-Kind Documentation Forms and submit forms in the time frame requested—usually quarterly—for the duration of the grant performance period.
- Jefferson County further agrees to keep all records of cash or in-kind contributions associated with this project in compliance with UGMS (Uniform Grant Management System) guidelines and, as if required for with federal grants, retain all records pertaining to the project **for three (3) years** after the official notice of the grant close by SETRPC to participants.

Signed this 5<sup>th</sup> day of May, 2020

JEFFERSON COUNTY  
Name of Jurisdiction

Signature of Authorized Official

Jeff R. Branick, County Judge

County	City	2010 Population
<b>Hardin</b>	Hardin County Unincorporated Areas	31,704
	Kountze	2,123
	Lumberton	11,943
	Rose Hill Acres	441
	Silsbee	6,611
	Sour Lake	1,813
<b>Jefferson</b>	Jefferson County Unincorporated	30,406
	Beaumont	118,296
	Bevil Oaks	1,274
	China	1,160
	Groves	16,144
	Nederland	17,547
	Nome	588
	Port Arthur	53,818
	Port Neches	13,040
<b>Orange</b>	Orange County Unincorporated	38,294
	Bridge City	7,840
	Orange	18,595
	Pine Forest	487
	Pinehurst	2,097
	Rose City	502
	Vidor	10,579
	West Orange	3,443
<b>SETRPC Region</b>		<b>388,745</b>



% by Region		% of \$37,500
	8.16%	\$3,058.30
	0.55%	\$204.79
	3.07%	\$1,152.07
	0.11%	\$42.54
	1.70%	\$637.73
	0.47%	\$174.89
Hardin County Total		\$5,270.32
	7.82%	\$2,933.09
	30.43%	\$11,411.34
	0.33%	\$122.90
	0.30%	\$111.90
	4.15%	\$1,557.32
	4.51%	\$1,692.66
	0.15%	\$56.72
	13.84%	\$5,191.51
	3.35%	\$1,257.89
Jefferson County Total		\$24,335.33
	9.85%	\$3,694.00
	2.02%	\$756.28
	4.78%	\$1,793.75
	0.13%	\$46.98
	0.54%	\$202.29
	0.13%	\$48.43
	2.72%	\$1,020.50
	0.89%	\$332.13
Orange County Grand Total		\$7,894.34



**AGENDA ITEM****May 5, 2020**

Consider, possibly approve and authorize the County Judge to execute a Counsel Contingent Fee Contract between the Coffman Law Firm and Mitchell A. Toups, Ltd. and Jefferson County regarding litigation with Purdue Pharma and its subsidiaries related to In re National Prescription Opiate Litigation.

### **EXAMPLES OF OPIOID DAMAGES INCURRED BY COUNTIES AND CITIES**

1. Losses caused by purchasing and/or paying reimbursements for Defendants' prescription opioids that counties and cities would not have paid for/purchased but for Defendants' conduct.
2. Losses caused by the decrease in funding available for public services for which funding was lost because it was diverted to other public services designed to address the opioid epidemic.
3. Costs for providing healthcare and medical care, additional therapeutic, and prescription drug purchases, and other treatments for patients suffering from opioid-related addiction or disease, including overdoses and deaths.
4. Costs of training emergency and/or first responders in the proper treatment of drug overdoses.
5. Costs associated with providing police officers, firefighters, and emergency/first responders with Naloxone, an opioid antagonist used to block the deadly effects of opioid overdoses.
6. Costs associated with emergency responses by police officers, firefighters, and emergency and/or first responders to opioid overdoses.
7. Costs for providing mental-health services, treatment, counseling, rehabilitation services, and social services to victims of the national opioid epidemic and their families.
8. Costs for providing treatment of infants born with opioid-related medical conditions or born addicted to opioids due to drug use by their mother during pregnancy.
9. Costs associated with law enforcement and public safety relating to the national opioid epidemic, including, but not limited to, attempts to (i) stop the flow of opioids, (ii) arrest and prosecute street-level dealers, (iii) prevent the current opioid epidemic from spreading and worsening, and (iv) deal with the increased levels of crimes that have directly resulted from the increased homeless and drug-addicted population.
10. Costs associated with increased burden on judicial systems, including increased security, increased staff, and the increased cost of adjudicating criminal matters due to the increase in crime directly resulting from opioid addiction.
11. Costs associated with providing care for children whose parents suffer from opioid-related disability or incapacitation.
12. Loss of tax revenue due to the decreased efficiency and size of the working population in the community.



**13.** Losses caused by diminished property values in neighborhoods where the opioid epidemic has taken root.

**14.** Losses caused by diminished property values in the form of decreased business investment and tax revenue.



**CONFIDENTIAL—PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE AND  
ATTORNEY WORK PRODUCT DOCTRINE**

**COUNSEL CONTINGENT FEE CONTRACT**

This Counsel Contingent Fee Contract ("Contract") is by and between Jefferson County, Texas ("CLIENT"), on the one hand, and the Coffman Law Firm and Mitchell A. Toups, Ltd. (together, "COUNSEL"), on the other hand, effective as of the date this Contract is fully signed. In consideration of the mutual promises set forth herein, the Parties agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 CLIENT has a substantial need to employ COUNSEL to assist CLIENT in connection with filing CLIENT's claims against Purdue Pharma and each of its eighteen (18) subsidiaries and affiliates in the Purdue Pharma bankruptcy proceeding and assisting CLIENT in connection with its claims arising out of, and related to, *In re National Prescription Opiate Litigation*; MDL No. 2804 (N.D. Ohio) (the "Litigation"). CLIENT retains COUNSEL to (i) file CLIENT's claims against Purdue Pharma and each of its eighteen (18) subsidiaries and affiliates in the Purdue Pharma bankruptcy proceeding on or before June 30, 2020, the claim bar date established by the bankruptcy court, (ii) evaluate any proposed settlements to determine whether they are fair and reasonable, (iii) litigate CLIENT'S claims where necessary, (iv) litigate settlement splits with the cities and towns within CLIENT'S borders before the court-appointed neutral, and (v) represent CLIENT in allocation proceedings involving settlement funds recovered at the state level.

1.02 CLIENT hereby retains and employs COUNSEL. CLIENT'S Commissioners' Court has, by its approval of this Contract, found that CLIENT has a substantial need for the legal services to be provided by COUNSEL, which cannot be adequately performed by CLIENT'S attorneys or other government attorneys, nor, because of the nature of the matter for which the services are obtained, can they be reasonably obtained from attorneys in private practice under an hourly fee contract without regard to the outcome of the matter.

1.03 CLIENT hereby authorizes and directs COUNSEL, subject to the supervision, direction and control of CLIENT'S County Attorney's Office, to handle CLIENT'S representation and take all actions necessary to prosecute CLIENT'S claims in the Litigation on CLIENT'S behalf. Subject to CLIENT'S review and approval, COUNSEL is authorized to seek and recover all such cash and non-cash relief allowed by the laws of the State of Texas and/or any relevant local, state and/or federal statutory and/or common law.

1.04 CLIENT hereby confirms that pursuant to TEX. LOC. GOV'T CODE § 262.024(a)(4), this Contract is for *professional services*, requiring work that is predominantly mental or intellectual, rather than physical or manual, requiring special knowledge and attainment in class action jurisprudence, and a high order of learning, skill, and academic intelligence, and the services of COUNSEL are being retained pursuant to all applicable law.

1.05 The term of this Contract will end after the conclusion of COUNSEL'S representation of CLIENT in the Litigation unless either Party extends, expands, or terminates this Contract in accordance with its provisions.



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1.06 The primary attorneys handling this representation employed by COUNSEL are Richard L. Coffman and Mitchell A. Touns, who agree to perform all necessary and required legal work to represent CLIENT in the Litigation, and will perform such work under the supervision, direction, and control of CLIENT'S County Attorney's Office.

1.07 To enable COUNSEL to provide effective representation, CLIENT agrees to: (a) disclose to COUNSEL, fully and accurately and on a timely basis, all facts and documents within CLIENT'S knowledge that are or might be material and relevant to the Litigation or that COUNSEL may request, (b) keep COUNSEL apprised on a timely basis of all developments relating to the Litigation that are or might be material, (c) attend meetings, conferences, and other proceedings when it is reasonable and necessary to do so, and (d) otherwise cooperate fully with COUNSEL.

1.08 Neither Party shall assign, in whole or in part, any duty or obligation of performance under this Contract without the express written permission of every other Party unless otherwise authorized in this Contract.

1.09 The entity represented by COUNSEL is CLIENT, and COUNSEL'S attorney-client relationship does not include any related persons or entities. If any potential conflict arises with respect to representing CLIENT in the Litigation, COUNSEL will make full disclosure of the possible conflict on the professional judgment of each person associated with COUNSEL working on the Litigation on CLIENT'S behalf.

1.10 Any expressions by COUNSEL concerning the outcome of COUNSEL'S representation of CLIENT in the Litigation are based on COUNSEL'S professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by COUNSEL'S knowledge of the facts and are based on COUNSEL'S views of the state of the law at the time they are expressed. COUNSEL has made no promises or guarantees to CLIENT about the outcome of the Litigation, and nothing in this Contract shall be construed as a promise or guarantee.

1.11 After COUNSEL'S representation of CLIENT in the Litigation is completed, changes may occur in the applicable laws or regulations that could affect CLIENT'S future rights and liabilities. Unless COUNSEL is engaged by CLIENT after its representation of CLIENT in the Litigation is completed to represent CLIENT in other opioid-related legal matters, COUNSEL has no continuing obligation to give advice regarding any future legal developments pertaining to the Litigation other than the continuing obligations set forth in this Contract.

1.12 Any notice required or permitted to be given by CLIENT to COUNSEL hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Richard L. Coffman



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The Coffman Law Firm  
Edison Plaza  
350 Pine Street, Suite 700  
Beaumont, Texas 77701  
409.833.7700 (Telephone)  
866.835.8250 (Facsimile)  
[www.coffmanlawfirm.com](http://www.coffmanlawfirm.com)  
Email: [rcoffman@coffmanlawfirm.com](mailto:rcoffman@coffmanlawfirm.com)

Attn: Mitchell A. Toups  
Mitchell A. Toups, Ltd.  
2615 Calder Street, Suite 400  
Beaumont, Texas 77702  
409.838.0101 (Telephone)  
Email: [matoups@wgttlaw.com](mailto:matoups@wgttlaw.com)

1.13 Any notice required or permitted to be given by COUNSEL to CLIENT hereunder may be given by hand delivery, facsimile, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.14 Such notices shall be considered given and complete upon successful transmission or upon deposit in the United States Mail.

1.15 COUNSEL affirmatively consents to the disclosure of its email addresses provided to CLIENT or the County Attorney's Office in compliance with the requirements of the Texas Public Information Act, TEX. GOV'T CODE § 552.137, *et seq.*, as amended, and shall survive termination of this Contract. This consent shall apply to email addresses provided by COUNSEL and agents acting on COUNSEL'S behalf in representing CLIENT in the Litigation.

1.16 The Parties understand and agree that COUNSEL has no authority to settle or otherwise compromise CLIENT'S claims. CLIENT'S County Attorney retains all authority to settle the case, and any such settlements must be approved by CLIENT'S Commissioners' Court. That said, CLIENT will weigh fully COUNSEL'S opinions and recommendations, and not unreasonably withhold its acceptance of a settlement proposal which, in the judgment of COUNSEL, is a fair and reasonable resolution of CLIENT'S legal claims.

1.17 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CLIENT.



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1.18 Upon request, COUNSEL shall provide CLIENT'S County Attorney with Litigation status reports.

1.19 It is further agreed that COUNSEL will not associate other lawyers or law firms as co-counsel ("ASSOCIATED CO-COUNSEL") without the prior written consent of CLIENT'S County Attorney. COUNSEL'S request to associate ASSOCIATED CO-COUNSEL, if any, shall be in writing, set forth the reasons for associating ASSOCIATED CO-COUNSEL, and comply with Section 1.04(f) of the Texas Disciplinary Rules of Professional Responsibility ("TDRPR"). Any ASSOCIATED CO-COUNSEL approved by CLIENT'S County Attorney will be considered a contracting party to, and bound by, this Contract, and must confirm their Contract to be so bound in writing provided to CLIENT'S County Attorney prior to their association.

1.20 In compliance with section 1.04(f)(2) of the TDRPR, COUNSEL hereby discloses that any attorneys' fees will be allocated by and between COUNSEL and ASSOCIATED CO-COUNSEL, if any, based upon the proportion of services performed, using as the basis for such determination, *inter alia*, the estimated hours spent by attorneys and paralegals in each firm, any exceptional contribution(s) made, the extent to which a firm has advanced expenses, and the relative responsibilities and risks assumed by each firm.

1.21 The allocation of such attorneys' fees by and between COUNSEL and ASSOCIATED CO-COUNSEL, if any, will be determined and made by COUNSEL. Any intra-counsel dispute regarding the fee allocation will be submitted to binding arbitration at JAMS in Dallas, Texas before Judge Glenn M. Ashworth (single arbitrator) conducted under JAMS rules with the hearing limited to one day. No actions and/or disputes between or amongst COUNSEL and ASSOCIATED CO-COUNSEL, if any, will affect CLIENT'S Recovery (as defined below), nor will it give rise to any CLIENT liability. CLIENT authorizes COUNSEL to withhold the attorneys' fees owed to COUNSEL and ASSOCIATED CO-COUNSEL, if any, before distributing CLIENT'S share of the Recovery.

## **II. ATTORNEYS' FEES, LITIGATION EXPENSES, AND COURT COSTS**

2.01 In consideration of the legal services to be rendered to CLIENT by COUNSEL (and/or ASSOCIATED CO-COUNSEL, if any) under this Contract, CLIENT hereby assigns and grants unto COUNSEL a flat attorneys' fee equal to twenty-five percent (25%) of CLIENT's Recovery. The term "Recovery" means all cash and non-cash value received by CLIENT in the Litigation, including, without limitation, money, property, tangible and intangible things of value, other savings, and attorneys' fees, litigation expenses, and court costs, whether by judgment, settlement, arbitration, mediation, appeal, or otherwise. The Parties understand and agree that COUNSEL'S 25% flat attorneys' fee will be paid out of CLIENT'S gross Recovery and not out of any attorneys' fee set-aside fund or attorneys' fees requested and awarded to class counsel.

2.02 COUNSEL will advance all reasonable and necessary litigation expenses and court costs in connection with representing CLIENT in the Litigation but will not charge CLIENT for such litigation expenses and court costs. The above-referenced 25% flat attorneys' fee also



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includes all litigation expenses and court costs advanced by COUNSEL on CLIENT'S behalf; meaning, CLIENT will never be obligated to pay COUNSEL more than 25% of CLIENT'S Recovery. That said, since litigation expenses and court costs are not separately reimbursed under this Contract, no public disclosure of litigation expenses, court costs and/or COUNSEL'S time records will ever be necessary or required by law. COUNSEL and CLIENT further understand and agree that no attorneys' fees, litigation expenses, or court costs will be due or owing to COUNSEL by CLIENT in the event there is no Recovery.

### **III. MISCELLANEOUS PROVISIONS**

3.01 If any provision of this Contract is held, in whole or in part, to be unenforceable, void, or voidable for any reason then such provision will be modified to reflect the Parties' intention and to make the provision enforceable. It is the Parties' intention that COUNSEL'S representation of CLIENT in the Litigation will continue regardless of whether any single part of this Contract is unenforceable, void or voidable. If one or more provisions of this Contract are held unenforceable, all remaining provisions of this Contract will remain in full force and effect.

3.02 As a party to the Litigation, CLIENT agrees to preserve, and not destroy, or in any way alter documents and information, particularly electronically stored information ("ESI"), concerning opioids that are even remotely related and relevant to the Litigation.

3.03 CLIENT agrees that if during the course of investigating, preparing and prosecuting its claims, COUNSEL make a good faith determination that further action is untenable or not economically viable and/or a successful conclusion not possible, COUNSEL may terminate this Contract and withdraw from representing CLIENT by sending CLIENT written notice of COUNSEL'S withdrawal. If such occurs, CLIENT agrees not to oppose COUNSEL'S withdrawal. Likewise, CLIENT may terminate this Contract for any reason. If CLIENT does so, however, and later secures a Recovery, COUNSEL will be entitled to receive attorneys' fees, litigation expenses, and court costs under the terms of this Contract.

3.04 CLIENT acknowledges (a) it has made sufficient investigation and inquiry to determine this Contract is fair and reasonable, (b) the Contract is the product of an arm's length negotiation with COUNSEL, and (c) CLIENT was represented by counsel, or had the opportunity to be represented by counsel, in connection with reviewing and executing this Contract. CLIENT acknowledges it has not been promised, or received, any support or reward for signing this Contract.

3.05 The files and any materials compiled and/or created by COUNSEL during their representation of CLIENT in the Litigation will remain the property of COUNSEL upon the conclusion of the Litigation. CLIENT understands that after the Litigation is concluded, COUNSEL will maintain the files for at least six (6) years, after which COUNSEL may dispose of the files under their respective document retention and destruction policies. Should CLIENT wish to obtain any documents or other materials from COUNSEL' files that CLIENT furnished to COUNSEL, such documents or materials will be provided to CLIENT upon written request made within six (6) years after the Litigation concludes. COUNSEL, however, will be entitled to retain copies of any returned documents and materials.



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3.06 CLIENT acknowledges and agrees it has retained COUNSEL only for the purposes expressly stated in this Contract. CLIENT understands and agrees COUNSEL have made no representations, express or implied, to perform any legal services or provide any legal opinions on any matter not expressly addressed in this Contract. If CLIENT desires to retain COUNSEL to perform other legal services, CLIENT agrees to enter into a separate contract with COUNSEL covering such services.

3.07 This Contract represents the final and mutual understanding of the Parties. This Contract may not be modified, amended or replaced except by another signed written Contract.

3.08 This Contract may be executed in multiple counterparts. This Contract is governed by the laws of the State of Texas without regard to conflict of law principles. The Parties understand and agree that this Contract is not subject to the provisions of TEX. GOV'T CODE § 2254 per, *inter alia*, Tex. Att'y Gen. OR2018-16193 ("We note section 2254.102 states subchapter C 'applies only to a contingent fee contract for legal services entered into by a state governmental entity.' *Id.* § 2254.102(a). Section 2254.101 defines a state governmental entity as 'the state or a board, commission, department, office, or other agency in the executive branch of state government created under the constitution or a statute of the state, including an institution of higher education as defined by Section 61.003, Education Code[.]' *Id.* § 2254.101 (3)(A). Upon review, we find the county is not a state governmental entity for purposes of section 2254.104(d). *See* Tex. Const., art. IX, § 1 (legislature has power to create counties). Accordingly, section 2254.104 of the Government Code does not apply to the county...").

3.09 CLIENT understands and agrees that in connection COUNSEL representing it in the Litigation, COUNSEL may communicate with CLIENT or others via email. As emails can be interpreted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, COUNSEL cannot guarantee or warrant that emails from COUNSEL will be properly delivered and read only by the addressee. Therefore, COUNSEL disclaim and waive any liability or responsibility for the interception or unintentional disclosure or communication of emails, or for the unauthorized use or failed delivery of emails, transmitted by COUNSEL to perform this engagement. CLIENT understand and agrees COUNSEL will have no liability for any loss or damage to any person or entity resulting from any such email, including consequential, incidental, direct, indirect, or special damages, such as, without limitation, lost revenues or profits or disclosure or communication of confidential or proprietary information.

**[REST OF PAGE INTENTIONALLY BLANK]**

**UNDERSTOOD AND AGREED:**



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\_\_\_\_\_ COUNTY, TEXAS (CLIENT)

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Its: \_\_\_\_\_

\_\_\_\_\_  
Richard L. Coffman, President  
The Coffman Law Firm

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Mitchell A. Toups, Managing Member  
Mitchell A. Toups, Ltd.

\_\_\_\_\_  
DATE

**NOTICE TO CLIENTS**

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

**AGENDA ITEM****May 5, 2020**

Consider and possibly approve an Order to expand the Golden Pass Reinvestment Zone Pursuant to Sec.312.203, Texas Tax Code.



STATE OF TEXAS                      §                IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON             §                OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS TO EXPAND THE GOLDEN PASS REINVESTMENT ZONE  
PURSUANT TO SEC 312. 203 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 5<sup>th</sup> day of May, 2020 on motion made by Eddie Arnold, Commissioner of Precinct No 1, and seconded by Brent Weaver, Commissioner of Precinct No 2, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to expand the designated Golden Pass Reinvestment Zone for the facility in/near Sabine Pass, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act). The boundaries of the original zone are depicted in Ex. A-1, the boundaries were expanded per order on March 3, 2014 to include the area depicted in Ex A-2 and the expansion requested herein is depicted in Ex A-3. All Exhibits are attached hereto and incorporated herein for full reference.

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

- |            |   |
|------------|---|
| Section 1. | That the Commissioners Court hereby expands and designates the property as the Golden Pass Reinvestment Zone in Sabine Pass, TX, further described in the legal description attached hereto and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") |
| Section 2  | That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)   |
| Section 3. | That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas  |
| Section 4  | That the Commissioners Court held a public hearing to consider the original establishment of this Reinvestment Zone.  |

- Section 5. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that the expansion of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 5<sup>th</sup> day of May, 2020.



JEFF R. BRANICK  
County Judge



COMMISSIONER EDDIE ARNOLD  
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3



COMMISSIONER BRENT A. WEAVER  
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4



EXHIBIT A-1  
 REINVESTMENT ZONE METES AND BOUND  
 Property designated by the Jefferson County Commissioners Court  
 December 23, 2013

**TRACT ONE**  
**476.2 ACRES OF LAND PART OF DIVISIONS A & B, DENNIS GAHAGAN**  
**LEAGUE, ABSTRACT NO. 123**  
**JEFFERSON COUNTY, TEXAS**

A tract of land containing 476.2 acres of land, out of and a part of Divisions A and B of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE South 19 deg., 57 min., 49 sec., East, on the common line of Division B and Division 8, a distance of 879.94' to a 2" steel pipe found for corner;

THENCE South 69 deg., 59 min., 21 sec., West, on the North line of Tract 2 described in Special Warranty Deed dated September 22, 1978, from Katherine Belle B. Doyle, et al., to Howell Cobb, Trustee, recorded in Vol. 2116, Page 85, Deed Records, Jefferson County, Texas, a distance of 1000.08' to a 1" steel pipe found for the Northwest corner of said Tract 2;

THENCE South 19 deg., 59 min., 37 sec., East, on the West line of said Tract 2, a distance of 1134.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE South 70 deg., 00 min., 23 sec., West, on the North line of a tract of land set aside to Emma V. Joesting in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas and a portion of a tract of land set aside to Daisy M. Roche in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas, a distance of 1534.37' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE North 63 deg., 04 min., 53 sec., West, a distance of 2576.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner on the common line of said Division B and Division 12;

THENCE North 21 deg., 01 min., 38 sec., East, on the common line of Division B and Division 12, a distance of 1126.94' to a Houston Oil Company concrete monument identified as G-61 found for corner; said concrete monument being the common corner of Division B and Division 12 and being on the South line of Division A;

THENCE North 84 deg., 00 min., 00 sec., West, a distance of 3589.69' to a ½" steel rod set, capped and marked "SOUTEX" for corner;



THENCE North 08 deg., 00 min., 00 sec., East a distance of 2620.42' passing a ½" steel rod set, capped and marked "SOUTEX" for reference point; continuing for a total distance of 2720.42' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 77 deg., 06 min., 43 sec., East, a distance of 495.18';

South 49 deg., 29 min., 15 sec., East, a distance of 39.44';

South 65 deg., 56 min., 40 sec., East, a distance of 226.93';

South 72 deg., 30 min., 23 sec., East, a distance of 260.46';

South 85 deg., 01 min., 34 sec., East, a distance of 141.74';

South 76 deg., 52 min., 07 sec., East, a distance of 133.20';

South 76 deg., 57 min., 11 sec., East, a distance of 32.22';

South 41 deg., 18 min., 28 sec., East, a distance of 50.07';

South 58 deg., 19 min., 42 sec., East, a distance of 97.16';

South 72 deg., 24 min., 52 sec., East, a distance of 130.08';

South 82 deg., 38 min., 40 sec., East, a distance of 207.23';

South 70 deg., 46 min., 13 sec., East, a distance of 84.67';

South 76 deg., 38 min., 38 sec., East, a distance of 100.77';

South 78 deg., 48 min., 29 sec., East, a distance of 91.24';

South 61 deg., 24 min., 48 sec., East, a distance of 54.00';

South 53 deg., 44 min., 45 sec., East, a distance of 121.95';

South 56 deg., 49 min., 34 sec., East, a distance of 110.17';

South 65 deg., 27 min., 43 sec., East, a distance of 93.36';

South 74 deg., 38 min., 51 sec., East, a distance of 110.03';

South 83 deg., 33 min., 57 sec., East, a distance of 99.12';

North 71 deg., 33 min., 24 sec., East, a distance of 40.68';  
South 78 deg., 03 min., 12 sec., East, a distance of 55.12';  
South 85 deg., 49 min., 28 sec., East, a distance of 94.09';  
South 66 deg., 36 min., 20 sec., East, a distance of 86.18';  
South 73 deg., 17 min., 50 sec., East, a distance of 89.98';  
South 67 deg., 03 min., 41 sec., East, a distance of 137.01';  
South 60 deg., 11 min., 31 sec., East, a distance of 102.81';  
South 63 deg., 04 min., 18 sec., East, a distance of 80.70';  
South 64 deg., 42 min., 43 sec., East, a distance of 56.25';  
South 68 deg., 49 min., 52 sec., East, a distance of 99.75';  
South 76 deg., 33 min., 12 sec., East, a distance of 143.39';  
North 87 deg., 13 min., 53 sec., East, a distance of 64.35';  
North 54 deg., 29 min., 39 sec., East, a distance of 34.86';  
South 48 deg., 23 min., 43 sec., East, a distance of 29.53';  
South 67 deg., 00 min., 38 sec., East, a distance of 50.58';  
South 30 deg., 24 min., 47 sec., East, a distance of 34.51';  
South 44 deg., 26 min., 32 sec., East, a distance of 47.89';  
South 59 deg., 48 min., 57 sec., East, a distance of 68.29';  
South 71 deg., 27 min., 32 sec., East, a distance of 97.11';  
South 69 deg., 58 min., 28 sec., East, a distance of 160.85';  
South 80 deg., 55 min., 54 sec., East, a distance of 181.89';  
South 85 deg., 58 min., 01 sec., East, a distance of 155.60';  
South 86 deg., 30 min., 39 sec., East, a distance of 111.34';



North 80 deg., 51 min., 51 sec., East, a distance of 78.98';  
North 78 deg., 52 min., 20 sec., East, a distance of 83.22';  
South 89 deg., 32 min., 33 sec., East, a distance of 28.45';  
South 77 deg., 58 min., 44 sec., East, a distance of 63.60';  
South 79 deg., 18 min., 00 sec., East, a distance of 57.27';  
South 86 deg., 35 min., 49 sec., East, a distance of 103.04';  
South 85 deg., 13 min., 46 sec., East, a distance of 396.88';  
North 88 deg., 27 min., 41 sec., East, a distance of 92.18';  
North 80 deg., 00 min., 00 sec., East, a distance of 92.02';  
South 76 deg., 37 min., 16 sec., East, a distance of 61.52';  
South 70 deg., 01 min., 34 sec., East, a distance of 57.84';  
South 74 deg., 34 min., 06 sec., East, a distance of 67.61';  
South 60 deg., 07 min., 14 sec., East, a distance of 120.11';  
South 64 deg., 33 min., 16 sec., East, a distance of 92.75';  
South 69 deg., 00 min., 45 sec., East, a distance of 154.14';  
South 67 deg., 31 min., 13 sec., East, a distance of 159.69';  
South 68 deg., 40 min., 49 sec., East, a distance of 101.47';  
South 73 deg., 10 min., 32 sec., East, a distance of 159.80';  
South 80 deg., 20 min., 38 sec., East, a distance of 96.13';  
North 79 deg., 53 min., 35 sec., East, a distance of 88.33';  
North 85 deg., 36 min., 37 sec., East, a distance of 26.51';  
South 79 deg., 35 min., 19 sec., East, a distance of 112.09';  
South 73 deg., 37 min., 41 sec., East, a distance of 154.19';

South 71 deg., 04 min., 01 sec., East, a distance of 99.88';

South 44 deg., 36 min., 50 sec., East, a distance of 152.63';

South 49 deg., 47 min., 34 sec., East, a distance of 98.16';

South 67 deg., 10 min., 09 sec., East, a distance of 128.72';

South 53 deg., 21 min., 08 sec., East, a distance of 107.67';

South 67 deg., 40 min., 47 sec., East, a distance of 194.33';

South 83 deg., 05 min., 37 sec., East, a distance of 60.77';

South 80 deg., 08 min., 37 sec., East, a distance of 153.00' to a point for corner being the intersection of the Southerly bank line of the Sabine Neches Ship Channel and the common line of Division A and Division 8;

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of said Division A and Division 8, a distance of 144.38' passing a Houston Oil Company concrete monument found and identified as G-72; continuing on the common line of Division A and Division 8 for a total distance of 902.78' to the POINT OF BEGINNING and containing 476.2 acres of land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003.

Golden Pass LNG Terminal LP  
LS-03-1192A



**TRACT TWO**  
**174.6 ACRES OF LAND (SUBMERGED) PART OF DIVISION A, DENNIS**  
**GAHAGAN LEAGUE, ABSTRACT NO. 123, JEFFERSON COUNTY, TEXAS**

A tract of land containing 174.6 acres of land, being submerged land out of and a part of Division A of the Dennis Gahagan League, Abstract No. 123; said division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at the common corner of Division B and Division 8, on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of Division A and Division 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72; continuing for a total distance of 902.78' to a point on the Southerly bank line of the Sabine Neches Ship Channel; said point being the POINT OF BEGINNING of the herein described tract;

THENCE on the Southerly bank line of the Sabine Neches Ship Channel:

North 80 deg., 08 min., 37 sec., West, a distance of 153.00';

North 83 deg., 05 min., 37 sec., West, a distance of 60.77';

North 67 deg., 40 min., 47 sec., West, a distance of 194.33';

North 53 deg., 21 min., 08 sec., West, a distance of 107.67';

North 67 deg., 10 min., 09 sec., West, a distance of 128.72';

North 49 deg., 47 min., 34 sec., West, a distance of 98.16';

North 44 deg., 36 min., 50 sec., West, a distance of 152.63';

North 71 deg., 04 min., 01 sec., West, a distance of 99.88';

North 73 deg., 37 min., 41 sec., West, a distance of 154.19';

North 79 deg., 35 min., 19 sec., West, a distance of 112.09';

South 85 deg., 36 min., 37 sec., West, a distance of 26.51';

South 79 deg., 53 min., 35 sec., West, a distance of 88.33';



North 80 deg., 20 min., 38 sec., West, a distance of 96.13';  
North 73 deg., 10 min., 32 sec., West, a distance of 159.80';  
North 68 deg., 40 min., 49 sec., West, a distance of 101.47';  
North 67 deg., 31 min., 13 sec., West, a distance of 159.69';  
North 69 deg., 00 min., 45 sec., West, a distance of 154.14';  
North 64 deg., 33 min., 16 sec., West, a distance of 92.75';  
North 60 deg., 07 min., 14 sec., West, a distance of 120.11';  
North 74 deg., 34 min., 06 sec., West, a distance of 67.61';  
North 70 deg., 01 min., 34 sec., West, a distance of 57.84';  
North 76 deg., 37 min., 16 sec., West, a distance of 61.52';  
South 80 deg., 00 min., 00 sec., West, a distance of 92.02';  
South 88 deg., 27 min., 41 sec., West, a distance of 92.18';  
North 85 deg., 13 min., 46 sec., West, a distance of 396.88';  
North 86 deg., 35 min., 49 sec., West, a distance of 103.04';  
North 79 deg., 18 min., 00 sec., West, a distance of 57.27';  
North 77 deg., 58 min., 44 sec., West, a distance of 63.60';  
North 89 deg., 32 min., 33 sec., West, a distance of 28.45';  
South 78 deg., 52 min., 20 sec., West, a distance of 83.22';  
South 80 deg., 51 min., 51 sec., West, a distance of 78.98';  
North 86 deg., 30 min., 39 sec., West, a distance of 111.34';  
North 85 deg., 58 min., 01 sec., West, a distance of 155.60';  
North 80 deg., 55 min., 54 sec., West, a distance of 181.89';  
North 69 deg., 58 min., 28 sec., West, a distance of 160.85';

North 71 deg., 27 min., 32 sec., West, a distance of 97.11';  
North 59 deg., 48 min., 57 sec., West, a distance of 68.29';  
North 44 deg., 26 min., 32 sec., West, a distance of 47.89';  
North 30 deg., 24 min., 47 sec., West, a distance of 34.51';  
North 67 deg., 00 min., 38 sec., West, a distance of 50.58';  
North 48 deg., 23 min., 43 sec., West, a distance of 29.53';  
South 54 deg., 29 min., 39 sec., West, a distance of 34.86';  
South 87 deg., 13 min., 53 sec., West, a distance of 64.35';  
North 76 deg., 33 min., 12 sec., West, a distance of 143.39';  
North 68 deg., 49 min., 52 sec., West, a distance of 99.75';  
North 64 deg., 42 min., 43 sec., West, a distance of 56.25';  
North 63 deg., 04 min., 18 sec., West, a distance of 80.70';  
North 60 deg., 11 min., 31 sec., West, a distance of 102.81';  
North 67 deg., 03 min., 41 sec., West, a distance of 137.01';  
North 73 deg., 17 min., 50 sec., West, a distance of 89.98';  
North 66 deg., 36 min., 20 sec., West, a distance of 86.18';  
North 85 deg., 49 min., 28 sec., West, a distance of 94.09';  
North 78 deg., 03 min., 12 sec., West, a distance of 55.12';  
South 71 deg., 33 min., 24 sec., West, a distance of 40.68';  
North 83 deg., 33 min., 57 sec., West, a distance of 99.12';  
North 74 deg., 38 min., 51 sec., West, a distance of 110.03';  
North 65 deg., 27 min., 43 sec., West, a distance of 93.36';  
North 56 deg., 49 min., 34 sec., West, a distance of 110.17';



North 53 deg., 44min., 45 sec., West, a distance of 121.95';

North 61 deg., 24 min., 48 sec., West, a distance of 54.00';

North 78 deg., 48 min., 29 sec., West, a distance of 91.24';

North 76 deg., 38 min., 38 sec., West, a distance of 100.77';

North 70 deg., 46 min., 13 sec., West, a distance of 84.67';

North 82 deg., 38 min., 40 sec., West, a distance of 207.23';

North 72 deg., 24 min., 52 sec., West, a distance of 130.08';

North 58 deg., 19 min., 42 sec., West, a distance of 97.16';

North 41 deg., 18 min., 28 sec., West, a distance of 50.07';

North 76 deg., 57 min., 11 sec., West, a distance of 32.22';

North 76 deg., 52 min., 07 sec., West, a distance of 133.20';

North 85 deg., 01 min., 34 sec., West, a distance of 141.74';

North 72 deg., 30 min., 23 sec., West, a distance of 260.46';

North 65 deg., 56 min., 40 sec., West, a distance of 226.93';

North 49 deg., 29 min., 15 sec., West, a distance of 39.44';

North 77 deg., 06 min., 43 sec., West, a distance of 495.18';

THENCE North 08 deg., 00 min., 00 sec., East, a distance of 227.80' to a point on the North line of the called 233.72 acre tract;

THENCE North 18 deg., 29 min., 21 sec., East, a distance of 843.99' to a point on the called centerline of the Sabine Neches Ship Channel;

THENCE South 71 deg., 30 min., 39 sec., East, on the called centerline of the Sabine Neches Ship Channel, a distance of 8734.07' to a point being the Point of Curvature of a curve to the right;

THENCE on the called centerline of the Sabine Neches Ship Channel on the arc of a curve to the right having a radius of 3819.41', a chord bearing of South 70 deg., 13 min., 06 sec., East, a chord distance of 189.12' to a point for the intersection of the called

centerline of the Sabine Neches Ship Channel and the common line of Division A and Division 8 (or the Northeasterly projection thereof);

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of Division A and Division 8 (or the Northeasterly projection thereof), a distance of 1206.46' to the POINT OF BEGINNING and containing 174.6 acres of land, being submerged land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123 Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003

Golden Pass LNG Terminal LP  
LS-03-1192



**TRACT ONE**  
**250.8 ACRES OF LAND OUT OF DIVISIONS B, C, AND 4 THROUGH 8,**  
**DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123**  
**JEFFERSON COUNTY, TEXAS**

A tract of land containing 250.8 acres of land, out of and part of Divisions B, C, and 4 through 8 of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East on the common line of said Division A and Division 8, a distance of 758.40' passing a Houston Oil Company concrete monument found and identified as G-72 and being the Southeast corner of a (Called 233.72) acre tract described in and excepted from a deed dated September 23, 1941 from John T Stewart III to J. E. Broussard, et al., recorded in Vol. 502, Page 218, Deed Records, Jefferson County, Texas; continuing on the common line of said Divisions A and 8 for a total distance of 902.78' to a point on the Southwesterly bank line of the Sabine-Neches Ship Channel.

THENCE the following calls along the Southwesterly bank line of said Sabine-Neches Ship Channel:

South 80 deg., 08 min., 36 sec., East, a distance of 8.75';  
 South 69 deg., 46 min., 38 sec., East, a distance of 53.61';  
 South 66 deg., 36 min., 16 sec., East, a distance of 116.39';  
 South 59 deg., 21 min., 42 sec., East, a distance of 151.57';  
 South 33 deg., 16 min., 56 sec., East, a distance of 36.38';  
 South 20 deg., 05 min., 44 sec., East, a distance of 76.96';  
 South 36 deg., 45 min., 48 sec., East, a distance of 116.43';  
 South 53 deg., 44 min., 12 sec., East, a distance of 119.49';  
 South 61 deg., 26 min., 19 sec., East, a distance of 140.76';



South 53 deg., 07 min., 50 sec., East, a distance of 108.58';  
South 68 deg., 40 min., 05 sec., East, a distance of 124.52';  
South 66 deg., 56 min., 46 sec., East, a distance of 112.79';  
South 66 deg., 11 min., 20 sec., East, a distance of 131.66';  
South 61 deg., 37 min., 12 sec., East, a distance of 125.53';  
South 58 deg., 06 min., 58 sec., East, a distance of 108.80';  
South 45 deg., 07 min., 50 sec., East, a distance of 114.41';  
South 37 deg., 01 min., 06 sec., East, a distance of 90.98';  
South 34 deg., 43 min., 21 sec., East, a distance of 100.83';  
South 36 deg., 03 min., 14 sec., East, a distance of 125.84';  
South 38 deg., 59 min., 28 sec., East, a distance of 125.83';  
South 46 deg., 57 min., 06 sec., East, a distance of 123.24';  
South 32 deg., 48 min., 45 sec., East, a distance of 122.44';  
South 34 deg., 21 min., 19 sec., East, a distance of 169.00';  
South 28 deg., 35 min., 09 sec., East, a distance of 122.95';  
South 31 deg., 10 min., 18 sec., East, a distance of 121.57';  
South 36 deg., 17 min., 53 sec., East, a distance of 214.87';  
South 34 deg., 54 min., 31 sec., East, a distance of 139.18';  
South 60 deg., 06 min., 16 sec., East, a distance of 181.84';  
South 59 deg., 17 min., 07 sec., East, a distance of 208.59';  
South 61 deg., 04 min., 18 sec., East, a distance of 134.58';  
South 82 deg., 02 min., 32 sec., East, a distance of 118.51';  
North 87 deg., 58 min., 26 sec., East, a distance of 100.03';



South 68 deg., 51 min., 47 sec., East, a distance of 116.90';

South 25 deg., 02 min., 27 sec., East, a distance of 122.91';

South 44 deg., 23 min., 39 sec., West, a distance of 94.29';

South 30 deg., 01 min., 17 sec., West, a distance of 107.92';

North 73 deg., 00 min., 41 sec., West, a distance of 31.87';

South 16 deg., 55 min., 01 sec., West, a distance of 135.57';

South 07 deg., 43 min., 08 sec., East, a distance of 174.49';

South 02 deg., 15 min., 32 sec., West, a distance of 136.27';

South 03 deg., 11 min., 47 sec., East, a distance of 41.03' to a point being on the common line of Division 3 and said Division 4; said point being the Southeast corner of the herein described tract:

THENCE South 70 deg., 00 min., 47 sec., West, on the common line of said Division 3 and 4, a distance of 25.50' passing a 1/2" steel rod set, capped, and marked "SOUTEX" for reference point; continuing on the common line of said Divisions 3 and 4 for a total distance of 2526.77' to a concrete monument with brass disc set by Houston Oil Company in March 1939 and identified as G-68; said concrete monument being a common corner of said Division 3 and 4 on the Easterly line of said Division C; also being the Southeast corner of a (Called 14.9835) acre tract conveyed to Howell Cobb, Trustee, recorded in Vol. 2116, Page 103, Deed Records, Jefferson County, Texas;

THENCE South 70 deg., 00 min., 47 sec West, (Called South 70 deg., 00 min., 31 sec., West), on the South line of the (Called 14.9835) acre tract, a distance of 1000.00' (Called 1000.058) to a 1" steel pipe found for the Southwest corner of the (Called 14.9835) acre tract and the Southwest corner of the herein described tract;

THENCE North 19 deg., 57 min., 51 sec., West (Called North 19 deg., 57 min., 26 sec., West), a distance of (Called 652.654') passing the common line of said Divisions B and C; continuing for a total distance of 1079.25 to a 1" steel pipe found for an angle point in the West line of the herein described Tract;

THENCE North 19 deg., 59 min., 37 sec., West a distance of 1958.28' to a 1" steel pipe found for corner;

THENCE North 69 deg., 59 min., 21 sec., East a distance of 1000.08' to a 2" steel pipe found on the common line of said Divisions B and 7;

THENCE North 19 deg., 57 min., 49 sec., West, on the common line of said Division B and said Division 7 and 8, a distance of 879.94' to the POINT OF BEGINNING and containing 250.8 acres of land.

Note: All bearing and distances are based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 10, 2004.

ExxonMobil (J.V. Property)  
LS-03-1316



EXHIBIT A-2  
 REINVESTMENT ZONE METES AND BOUND  
 Property designated by the Jefferson County Commissioners Court  
 March 3, 2014

**TRACT ONE**  
**178.2 ACRES OF LAND**  
**PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,**  
**JEFFERSON COUNTY, TEXAS**

300123-000-123300-00000-3

A tract of land containing 178.2 acres of land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner of the POINT OF BEGINNING on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Northeast corner of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 54.35' passing a ½" steel rod, capped and marker "SOUTEX", found for reference point; continuing for a total distance of 2674.77' to a ½" steel rod found, capped and marked "SOUTEX", found for corner;

THENCE South 84 deg., 00 min., 00 sec., East, a distance of 2981.70' to a point for corner for the Southeast corner of the herein described tract; from which a Houston Oil Company concrete monument found and identified as G-61 bears South 84 deg., 00 min., 00 sec., East, a distance of 607.90';

THENCE West, a distance of 4724.56' to a ½" steel rod set, capped and marked "SOUTEX" on the Easterly right of way line of a dedicated road named State Highway 87; said ½" steel rod being the Southwest corner of the herein described tract;

THENCE on the Easterly right of way line of said State Highway 87, on the arc of a curve to the right having a radius of 2804.79', on arc length of 572.45', a chord bearing of North 10 deg., 04 min., 08 sec., West, a chord distance of 571.46' to a ½" steel rod set, capped, and marked "SOUTEX" for corner;



THENCE North 04 deg., 13 min., 19 sec., West, continuing on the Easterly right of way line of said State Highway 87, a distance of 2612.47' to a ½" steel rod set, capped, and marked 'SOUTEX" for corner;

THENCE continuing on the Easterly right of way line of said State Highway 87, on the arc of a curve to the left having a radius of 2924.79', an arc length of 739.27', a chord bearing of North 11 deg., 25 min., 52 sec., West, a chord distance of 737.30' to a ½" steel rod set, capped and marked 'SOUTEX" for the Northwest corner of the herein described tract;

THENCE South 59 deg., 40 min., 00 sec., East, a distance of 1403.91' to a 1" steel pipe found for corner;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 543.75' passing a ½" steel rod set, capped, and marked "SOUTEX" for reference point; continuing for a total distance of 638.86' to a point for corner on the Southerly bank line of said Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 40 deg., 29 min., 12 sec., East, a distance of 150.04' to a point for corner;

South 50 deg., 38 min., 39 sec., East, a distance of 122.83' to a point for corner;

South 56 deg., 37 min., 20 sec., East, a distance of 332.84' to a point for corner;

South 35 deg., 23 min., 13 sec., East, a distance of 142.19' to a point for corner;

South 50 deg., 13 min., 11 sec., East, a distance of 237.49' to a point for corner;

South 66 deg., 09 min., 57 sec., East, a distance of 356.69' to the POINT OF BEGINNING and containing 178.2 acres of land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP  
LS-05-1004



**TRACT TWO**  
**25.76 ACRES OF LAND ( SUBMERGED )**  
**PART OF DIVISION A, DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,**  
**JEFFERSON COUNTY, TEXAS**

300123-000-123500-00000-8

A tract of land 25.76 acres of land, being submerged land out of and part of Divisions A, Dennis Gahagan League, Abstract No. 123; said Division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of said Divisions A and 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72;

THENCE North 71 deg., 30 min., 39 sec., West, a distance of 7865.00' to a point for corner for the POINT OF BEGINNING and being an angle point on the Easterly line of the herein described tract;

THENCE South 08 deg., 00 min., 00 sec., West, a distance of 273.44' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel; said point for corner being the Southeast corner of the herein described tract;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

North 66 deg., 09 min., 57 sec., West, a distance of 356.69' to a point of corner;

North 50 deg., 13 min., 11 sec., West, a distance of 237.49' to a point for corner;

North 35 deg., 23 min., 13 sec., West, a distance of 142.19' to a point for corner;

North 56 deg., 37 min., 20 sec., West, a distance of 332.84' to a point for corner;

North 50 deg., 38 min., 39 sec., West, a distance of 122.83' to a point for corner;

North 40 deg., 29 min., 12 sec., West, a distance of 150.04' to a point for corner for the Southwest corner of the herein described tract;

THENCE North 27 deg., 39 min., 24 sec., East, a distance of 762.62' to a point for corner on the called centerline of said Sabine Neches Ship Channel; said point for corner being the Northwest corner of the herein described tract;



THENCE on the called centerline of said Sabine Neches Ship Channel, on the arc of a curve to the left having a radius of 9573.41' on arc length of 944.77', a chord bearing of South 68 deg., 28 min., 54 sec., East, a chord distance of 944.38' to a point for corner;

THENCE South 71 deg., 30 min., 39 sec., East, continuing on the centerline of said Sabine Neches Ship Channel, a distance of 141.95' to a point for corner for the Northeast corner of the herein described tract;

THENCE South 18 deg., 29 min., 21 sec., West, a distance of 843.99' to the POINT OF BEGINNING and containing 25.76 acres of land, being submerged land.

Note: All bearings and distances are based upon State Plane Coordinate Grid System, NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the Divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plot recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas.

This description is bases on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on October 12, 2005

Golden Pass LNG Terminal LP  
LS-05-1004A



EXHIBIT A-3  
 REINVESTMENT ZONE METES AND BOUND  
 Proposed Amendment: Additional Property to be Designated

**281.22 ACRES OF LAND  
 OUT OF THE  
 DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123,  
 JEFFERSON COUNTY, TEXAS**

**BEING** 281.22 acres of land out of and a part of Divisions 11, 12, A, B and C of the Dennis Gahagan League, Abstract No. 123, said divisions being according to the partition of the Dennis Gahagan League as shown on map or plat recorded in Volume T, Page 181, Deed Records, Jefferson County, Texas; being all of three tracts of land conveyed to C. Doornbos LNG, LP, recorded in File No. 2014040825, Official Public Records, Jefferson County, Texas, all of a (Called) 71.88 acre tract of land conveyed to C. Doornbos LNG, LP, recorded in File No. 2014040826, Official Public Records, Jefferson County, Texas, and all of a 72.140 and a 2.900 acre tracts of land listed as undivided interest tracts, conveyed to Dennis Gahagan Partners II, LTD, recorded in File No. 2015025205, Official Public Records, Jefferson County, Texas; said 281.22 acre tract being more fully described by metes and bounds as follows, to wit:

**BEGINNING** at a Houston Oil Company concrete monument identified as G-61 found for a common corner of Divisions 12 and B on the South line of Division A; said monument being an angle point on the South line of a (Called) 476.2 acre tract of land conveyed to Golden Pass LNG Terminal LP, recorded in File No. 2005030704, Official Public Records, Jefferson County, Texas; having a State Plane Coordinate of N: 13858085.25, E: 3579878.08

**THENCE**, South 21 deg., 00 min., 45 sec., West, along a Westerly line of the (Called) 476.2 acre tract, a distance of 1127.04' to a ½" steel rod found for corner;

**THENCE**, South 63 deg., 04 min., 53 sec., East, along the South line of the (Called) 476.2 acre tract, a distance of 2576.61' to a ½" steel rod, capped and marked "SOUTEX", found for corner;

**THENCE**, North 70 deg., 01 min., 38 sec., East, continuing along the South line of the (Called) 476.2 acre tract, a distance of 1533.60' to a ¾" steel rod found for the most Southerly Southeast corner of the (Called) 476.2 acre tract and the Northeast corner of the herein described tract;

**THENCE**, South 19 deg., 56 min., 34 sec., East, along the West line of a (Called) 250.9 acre tract of land conveyed to Golden Pass LNG Terminal LP, recorded in File No. 2004031442, Official Public Records, Jefferson County, Texas, a distance of 823.52' passing a 1" steel pipe found for reference point; at 1251.76' passing the common line of said Divisions B and C; continuing along the West line of the (Called) 250.9 acre tract, for a total distance of 1301.76' to a ½" steel rod, capped and marked "SOUTEX", set for the Southeast corner of the herein described tract; from which a ½" steel rod found for reference point bears South 19 deg., 56 min., 34 sec., East, a distance of 600.84';



**THENCE**, South 69 deg., 58 min., 45 sec., West, a distance of 2499.30' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

**THENCE**, North 67 deg., 09 min., 13 sec., West, a distance of 2690.00' to a ½" steel rod, capped and marked "SOUTEX", set on the common line of Divisions 11 and B;

**THENCE**, North 57 deg., 01 min., 31 sec., West, a distance of 716.22' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

**THENCE**, North 34 deg., 47 min., 40 sec., West, a distance of 1694.00' to a 1" steel pipe found on the common line of Divisions A and 12; having a State Plane Coordinate of N: 13857136.50, E: 3577262.04;

**THENCE**, South 70 deg., 05 min., 19 sec., West, on the common line of Divisions A and 12, a distance of 254.00' to a ½" steel rod, capped and marked "SOUTEX", set for corner;

**THENCE**, North 18 deg., 58 min., 57 sec., West, a distance of 1162.00' to a ½" steel rod, capped and marked "SOUTEX", set on the South line of a (Called) 178.2 acre tract of land conveyed to Golden Pass LNG Terminal, LP, recorded in File No. 2005038611, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract; from which a ½" steel rod, capped and marked "SOUTEX", found for the Southwest corner of the (Called) 178.2 acre tract on the Easterly right of way line of a dedicated road named State Highway 87 bears South 89 deg., 59 min., 56 sec., West, a distance of 2096.25';

**THENCE**, North 89 deg., 59 min., 56 sec., East, on the South line of the (Called) 178.2 acre tract, a distance of 2628.27' to a ½" steel rod, capped and marked "SOUTEX", found for the most Easterly corner of the (Called) 178.2 acre tract on the South line of the (Called) 476.2 acre tract;

**THENCE**, South 83 deg., 59 min., 41 sec., East, on the South line of the (Called) 476.2 acre tract, a distance of 607.90' to the **POINT OF BEGINNING** and containing 281.22 acres of land.

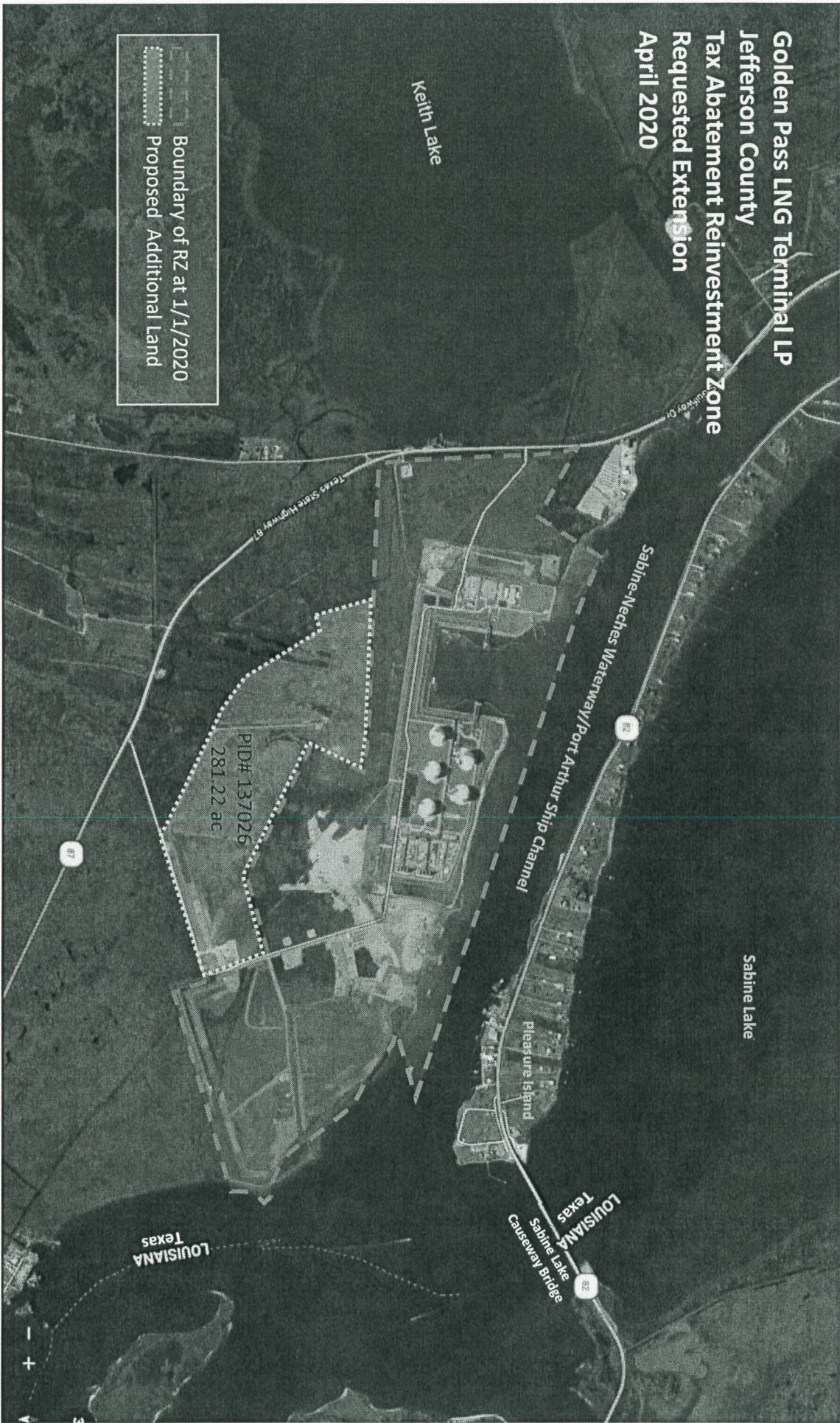
**Note:** Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83.

Scale Factor = 0.999894622, Convergence Angle = 02 deg., 29 min., 19 sec.

Reference Monument = NGS AJ8221.



EXHIBIT B  
Map: Current Reinvestment Zone + Proposed Additional Land





ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR

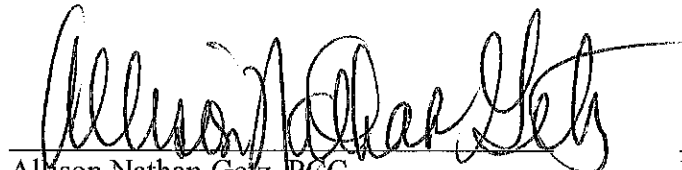


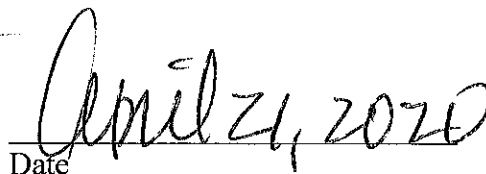
TERRY WUENSCHERL  
CHIEF DEPUTY

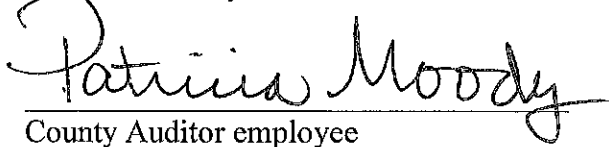
### Tax Refund Determination

Taxpayer name: Cheri Hylton  
Address: 1129 Wagner St  
Port Neches, TX 77651-2641  
Account Number: 005450-000/011300-00000  
Amount of Refund: \$3,318.93

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.111.

  
Allison Nathan Getz, PCC  
Tax Assessor-Collector  
Jefferson County

  
Date

  
County Auditor employee

4-23-20  
Date

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

TAX COLLECTION SYSTEM  
REFUNDS SELECTED REPORT  
FROM: 02/04/2020 TO: 02/04/2020

04/21/2020 11:36:55  
 TNS36 SELECTION SEQUENCE 3450538  
 HELD OVERPAYMENT REFUNDS  
 REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER	APPR DIST #	SUIT	DEPOSIT	REMITTANCE#	STAT	AMOUNT	REFUND REASON (S)
UNP TOT YEAR UNIT OWNER NAME	REC TYPE	RECEIPT	DATE				
005450-000/011300-00000	005450011300	C0204202011A	20200204				
2019 8001 HYLTON CHERI	TL	1	02/04/2020	43531960	PA	3,318.93	
CHECK PAYEE:HYLTON CHERI	LOT 14	TO 16	BLK 12 A C BLOCK	CHECK TOTAL:		3,318.93	
1129 WAGNER ST							
FORT NECHES	TX776512641						
	TOTAL AMOUNT DUE FOR ACCOUNT					.00	

3,318.93

TOTAL ALL ACCOUNTS

1

COUNT OF REFUND CHECKS



# DUPLICATE TAX RECEIPT

99



ALLISON NATHAN GETZ, P.C.C.  
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
P.O. BOX 2112, BEAUMONT, TX 77704  
EMAIL: PROPERTY@CO.JEFFERSON.TX.US  
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

**Certified Owner:**

**HYLTON CHERI**  
**1129 WAGNER ST**  
**PORT NECHES, TX 77651-2641**

**Legal Description:**

**LOT 14 TO 16 BLK 12 A C BLOCK**

**Parcel Address:** 1129 WAGNER ST  
**Legal Acres:** 0.4304

**Deposit No:** C0204202011A  
**Validation No:** 900000057507159  
**Account No:** **005450-000/011300-00000**  
**Operator Code:** CINDYY

**Remit Seq No:** 43531960  
**Receipt Date:** 01/31/2020  
**Deposit Date:** 02/04/2020  
**Print Date:** 04/21/2020

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2019	Overpay	0	0.000000	0.00	0.00	0.00	3,318.93
				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,318.93</b>

>---

**PAYMENT TYPE:**

---<

**Credit Card Authorization No:** 0

**Credit Cards:** \$3,318.93

**Exemptions on this property:**

**Total Applied:** \$3,318.93

**Change Paid:** \$0.00

**PAYER:**  
**HYLTON CHERI**  
**1129 WAGNER ST**  
**PORT NECHES, TX 77651-2641**

# DUPLICATE TAX RECEIPT

100



ALLISON NATHAN GETZ, P.C.C.  
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR  
P.O. BOX 2112, BEAUMONT, TX 77704  
EMAIL: PROPERTY@CO.JEFFERSON.TX.US  
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

**Certified Owner:**

**HYLTON CHERI**  
**1129 WAGNER ST**  
**PORT NECHES, TX 77651-2641**

**Legal Description:**

**LOT 14 TO 16 BLK 12 A C BLOCK**

**Parcel Address:** 1129 WAGNER ST  
**Legal Acres:** 0.4304

**Deposit No:** C1203201911A  
**Validation No:** 900000056800895  
**Account No:** **005450-000/011300-00000**  
**Operator Code:** CINDYY

**Remit Seq No:** 42064466  
**Receipt Date:** 11/30/2019  
**Deposit Date:** 12/03/2019  
**Print Date:** 04/21/2020

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2019	Jefferson County	116,880	0.364977	426.59	0.00	0.00	426.59
2019	Pt Neches-Groves Isd	116,880	1.342750	1,569.41	0.00	0.00	1,569.41
2019	City Of Port Neches	116,880	0.727993	850.88	0.00	0.00	850.88
2019	Drainage District #7	116,880	0.311805	364.44	0.00	0.00	364.44
2019	Sabine-Neches Nav. Dist.	116,880	0.092067	107.61	0.00	0.00	107.61
				<b>\$3,318.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,318.93</b>

**PAYMENT TYPE:**

**Credit Card Authorization No:** 0

**Credit Cards:** \$3,318.93

**Exemptions on this property:**

**Total Applied:** \$3,318.93

**Change Paid:** \$0.00

**ACCOUNT PAID IN FULL**

**PAYER:**  
**HYLTON CHERI**  
**1129 WAGNER ST**  
**PORT NECHES, TX 77651-2641**

THIS IS MY CHECKING ACCOUNT THE PROPERTY TAX PAYMENT WAS  
 TAKEN FROM. PLEASE SEND ME A CHECK FOR REIMBURSEMENT BECAUSE  
 I ALSO PAID IT LAST NOVEMBER. ACCOUNT #005450-000/011300-00000  
 P10:9454  
 Cheri Hylton

0003283  
 3380PF  
 8307D00X.002  
 26FDP  
 \*C001\*  
 CHERI V HYLTON  
 POD  
 1129 WAGNER ST  
 PORT NECHES TX 77651-2641

ACCOUNT NUMBER	
STATEMENT DATES	12/31/19-1/31/20
ENCLOSURES	3
PAGE	5 of 7

MISCELLANEOUS DEBITS

Date	Description	Amount
1/23	Card ending in 6056 200123 163430 FOREIGN ATM ACTIVITY FEE 922 Nederland Ave	1.50-
1/28	Card ending in 6056 200123 163430 American Leg REF# 002800003487 Nederland,TX	200.00-
1/28	Card ending in 6056 200128 165936 American Leg REF# 002800003487 Nederland,TX	2.50-
1/28	Card ending in 6056 200128 165936 FOREIGN ATM ACTIVITY FEE 922 Nederland Ave	1.50-
1/30	Card ending in 6056 200128 165936 PAYMENTJEFFERSON COUNTY TEL 100198377192	3,318.93-
1/31	Card ending in 6056 200131 172803 American Leg REF# 003100003495 Nederland,TX	200.00-
1/31	Card ending in 6056 200131 172803 American Leg REF# 003100003495 Nederland,TX	2.50-
1/31	Card ending in 6056 200131 172803 FOREIGN ATM ACTIVITY FEE 922 Nederland Ave	1.50-

INTEREST RATE SUMMARY

Date	Interest Rate
12/30	0.020000%

CHECKS IN SERIAL NUMBER ORDER

Date	Check Number	Amount	Date	Check Number	Amount
1/24	157	125.00	12/31	9014*	103.43

(\*) Denotes missing check numbers



## Account Status

Prev. Sele... Next Selec... Prev. Owner Next Owner Acct History Acct Summary **Notes** Documents

Go To:

DEBBIEP  
ACT8006 v1.287

04/07/2020 08:51:43  
ACTJC

**STATUS DETAIL** Expand Fees Summary

## Account Information

Account No: 005450-000/011300-00000 Roll Code: REAL PROPER  
 Certified Owner: HYLTON CHERI  
 Parcel Address: 1129 WAGNER ST  
 Amount Due as of: 04/07/2020 Owner No: 0

## Tax Units

Tax Unit Description

Tax Unit, Yr, Rec. Type

List of Tax Units

1 11 37 51 55 60 8001

Tax Unit

Year

Rec. Type

AG INCLUDED

Remove Fees

Countywide

Multi Select

## Amount Due/Paid Information

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2019	\$116,880			0		\$3,318.93	\$3,318.93	\$0.00	\$0.00	\$0.00	\$3,318.93	\$0.00
2018	\$116,880			0		\$3,361.84	\$3,361.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$116,880			0		\$3,302.92	\$3,302.92	\$0.00	\$0.00	\$297.25	\$0.00	\$0.00
2016	\$116,880			0		\$3,233.59	\$3,233.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$116,880			0		\$3,227.48	\$3,227.48	\$0.00	\$0.00	\$225.92	\$0.00	\$0.00
2014	\$106,070	Y	Y	0		Excodes \$973.07	\$973.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$106,070	Y	Y	0		Excodes \$936.88	\$936.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$104,350	Y	Y	0		Excodes \$908.63	\$908.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$106,520	Y	Y	0		Excodes \$919.23	\$919.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals						\$28,999.24	\$28,999.24	\$0.00	\$0.00	\$823.36	\$3,318.93	\$0.00

Last Payment  
Date

Totals

\$28,999.24

\$28,999.24

\$0.00

\$0.00

\$823.36

\$3,318.93

\$0.00

Last Payer

Alert

SIT Payments

Notes

Go To:

DEBBIEP  
ACT80122 v1.9004/07/2020 08:51:54  
ACTJC

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
C0204202011A	00545000001130000000				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	C0204202011A	01/31/2020	43531960		CR	\$3,318.93	\$3,318.93	PA	00545000001130000000	HYLTON CHERI
	C1203201911A	11/30/2019	42064466		CR	\$3,318.93	\$3,318.93	PA	00545000001130000000	HYLTON CHERI
	MB12212018A	12/21/2018	39405314	0146	CH	\$3,361.84	\$3,361.84	PA	00545000001130000000	HYLTON CHERI
	M0305201828A	03/05/2018	37934128	138	CH	\$3,600.17	\$3,600.17	PA	00545000001130000000	24916212-HYLTON CHER
	M1117201618A	11/17/2016	33005747	112	CH	\$3,233.59	\$3,233.59	PA	00545000001130000000	24916212-HYLTON CHER
	C0210201624A	02/10/2016	31771668		CR	\$3,453.40	\$3,453.40	PA	00545000001130000000	WILSON LYNDIA J
	N0130201503A	01/30/2015	28355850	7210	CH	\$973.07	\$973.07	PA	00545000001130000000	WILSON LYNDIA J
	M0602201411A	05/30/2014	26301910	7176	CH	\$4.00	\$4.00	PA	00545000001130000000	WILSON LYNDIA J
	M0520201424A	05/20/2014	26253834	7175	CH	\$464.44	\$464.44	PA	00545000001130000000	WILSON LYNDIA J
	N0305201409A	03/05/2014	25956344	7163	CH	\$234.22	\$234.22	PA	00545000001130000000	WILSON LYNDIA J
	M0114201401A	01/14/2014	24968986	7153	CH	\$234.22	\$234.22	PA	00545000001130000000	WILSON LYNDIA J
	M0528201306A	05/28/2013	23496244	7101	CH	\$454.32	\$454.32	PA	00545000001130000000	WILSON LYNDIA J

Applied Total \$33,141.53



STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

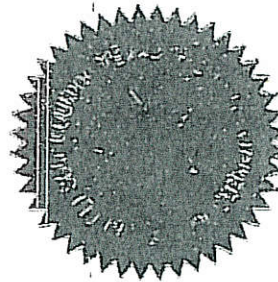
AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

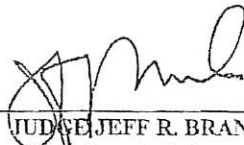
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



STATE OF TEXAS                   §  
COUNTY OF JEFFERSON         §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY**  
**AND Lone Star NGL Pipeline LP**

WHEREAS, Lone Star NGL Pipeline LP (hereinafter "Company") intends to conduct new 20" pipeline construction [describe operation], (hereinafter the "Project") at a site located on Patillo Road county road name) located in Precinct No. 2; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1<sup>st</sup> road name] and County [2nd road name]:

1. County Road Patillo Road;
2. County Road \_\_\_\_\_; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Patillo Road and County road \_\_\_\_\_ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of May 1, 2020 to a termination date of May 1, 2021. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: \_\_\_\_\_] and County [2nd road name: \_\_\_\_\_] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Wellspring Drive <sup>MB</sup> and County [2nd road name: Patillo Road] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5<sup>th</sup> day of May, 2020

  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 5<sup>th</sup> day of May, 2020

Attest:

  
Jefferson County Clerk

LONE STAR NGL PIPELINE LP

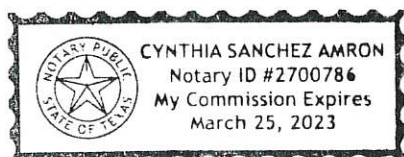


By: LONE STAR NGL ASSET GP LLC  
Its general partner

By:   
Robert Rose, Vice President of Land and Right of Way

STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on April 16, 2020 by Robert Rose in the capacity of Vice President of Land and Right of Way, of Lone Star NGL Asset GP LLC, in its capacity as general partner of Lone Star NGL Pipeline LP, a Delaware limited partnership, on behalf of said limited partnership.



  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: 03-25-2023



## Exhibit 1

## Estimate of Cost:

Length of [1<sup>st</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2<sup>nd</sup> road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 29.90 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Equipment Operator \$ 25.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Truck Driver Other \$ 20.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 35.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Grader \$ 55.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Gradall Other \$ 80.00 per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 34.38 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Asphalt \$ 97.90 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Other at \$ 70.40 Per Ton + \$ \_\_\_\_\_ per hour x \_\_\_\_\_ hours = \$ \_\_\_\_\_Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

JEFFERSON COUNTY ROADS & DISTANCES FOR ROAD USE AGREEMENT  
LONE STAR NGL PIPELINE LP

- 1) Patillo Road .29 miles



Bond No. 9348157

## LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENT:

That we, LONE STAR NGL PIPELINE LP, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized under the laws of the State of IL with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto JEFFERSON COUNTY TEXAS as Oblige, in the full penal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained or is about to obtain from the said Oblige a license or permit for Road use agreement that covers county roads used during construction (Wellspring Drive and Patillo Road) and the term of said license or permit is as indicated opposite the space checked below: MB

X Beginning the 15th day of April 2020, and

ending the 15th day of April 2021.

       Continuous, beginning the        day of       .

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY TEXAS  
1149 Pearl St., Beaumont, TX, 77701  
a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal as such licensee or permittee shall indemnify said Oblige against all loss, costs, expenses of damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this shall continue or be continued in force and of the number of premiums that shall be payable of paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated this 8th day of April 2020.

LONE STAR NGL PIPELINE LP

By: LONE STAR NGL ASSET GP LLC, ITS GENERAL PARTNER

By: [Signature] (SEAL)

Vice President, Land and Right of Way

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature] (SEAL)

Lupe Tyler, Attorney In Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melissa L. FORTIER, Vanessa DOMINGUEZ, Michael J. HERROD, Lupe TYLER, Lisa A. WARD, Deena BRIDGES, Misty WRIGHT and Donna L. WILLIAMS**, all of HOUSTON, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of December, A.D. 2018.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*David M. Vick*  
Vice President  
David McVicker

State of Maryland  
County of Baltimore

On this 3rd day of December, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of April, 2020.



*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

**Special, May 05, 2020**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, May 05, 2020