

SPECIAL, 6/2/2020 10:30:00 AM

BE IT REMEMBERED that on June 02, 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

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

Notice of Meeting and Agenda and Minutes
June 02, 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
 June 02, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **02nd** day of **June 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 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.

9:45 A.M.-Announcement of an executive (closed) session pursuant to Texas Government Code Sections 551.072 and 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

10:00 am:- Workshop to discuss contract renewal pricing for inmate medical with CorrHealth.

Notice of Meeting and Agenda and Minutes
June 02, 2020

11:00 AM.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 regarding deliberations about real property.

1:00 P.M.-Announcement of an executive (closed) session pursuant to Texas Government Code Sections 551.072 and 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

1:30 P.M.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending and contemplated litigation.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

**PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner,
Precinct Four**

PURCHASING:

1. Consider and possibly approve the purchase of an additional Ballot Now software license and support from Hart intercivic. This purchase will provide additional processing and tabulation capabilities for mail-in ballots; with the cost of \$39,440.00 to be funded by the Cares Act Grant.

SEE ATTACHMENTS ON PAGES 9 - 9

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 20-022/JW) with The Solco Group, LLC for aviation advisory services for the Jack Brooks Regional Airport for the development of an Independent Fee Estimate (IFE) for the proposed Airport Master Plan Update project for a cost not to exceed \$4,542.00; with reimbursement for these services to be requested in Airport Improvement Grant(AIP) Grant No. 36.

SEE ATTACHMENTS ON PAGES 10 - 14

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 15 - 16

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AIRPORT:

4. Consider, possibly approve and authorize the County Judge to execute a lease amendment to the Lease Agreement between Jefferson County and KUSA Aviation. The amendment removes a hangar unit, Hangar 7 Unit #2, that is no longer needed by the Lessee due to the decreased aviation activity caused by Covid-19.

SEE ATTACHMENTS ON PAGES 17 - 18

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider, possibly approve and authorize the County Judge to execute a lease amendment to the Airline Terminal Operating Agreement between Jefferson County and American Airlines. The amendment waives landing fees and terminal rent from April 1 to June 30 due to the decrease in commercial airline passengers caused by Covid-19.

SEE ATTACHMENTS ON PAGES 19 - 19

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

6. Consider and approve budget transfer – Constable Pct.6 – additional cost for extra help.

120-3070-425-1005	EXTRA HELP	\$8,729.00	
120-3070-425-3002	AMMUNITION		\$1,000.00
120-3070-425-3010	BOOKS-PRINTED		\$750.00
120-3070-425-3017	CLOTHING		\$3,572.00
120-3070-425-3084	MINOR EQUIPMENT		\$205.00
120-3070-425-4011	EQUIPMENT- MISCELLANEOUS		\$740.00
120-3070-425-5021	DUES/SUBSCRIPTIONS		\$800.00
120-3070-425-5062	TRAVEL EXPENSE		\$1,662.00

SEE ATTACHMENTS ON PAGES 20 - 20

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve budget transfer - Road & Bridge Pct 2 - additional cost for road work on Jerry Ware drive

112-0208-431-6036	ROW CO. & LATERAL ROADS	\$23,960.00	
112-0202-431-3079	CRUSHED STONE		\$23,960.00

SEE ATTACHMENTS ON PAGES 21 - 21

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve renewal pricing options with CorrHealth for inmate medical. (1. Proposed 3% CPI increase, 2.- Proposed to negate off-site aggregate cap, 3. Proposed reduction to monthly bill and instead direct bill for HIV medication, 4. Proposed true-up for HIV medication for year 1 year 2, 5. Addition of a Full-Time Pharmacy Technician).

Approved items 1, 3, & 5 and return to talk about 4.

SEE ATTACHMENTS ON PAGES 22 - 31

Motion by: Commissioner Weaver
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve CARES Act Coronavirus Relief Fund terms and conditions.

SEE ATTACHMENTS ON PAGES 32 - 57

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
June 02, 2020

10. Consider and approve Memorandum of Understanding with the Department of Homeland Security for participation in the E-Verify program.

SEE ATTACHMENTS ON PAGES 58 - 70

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

11. Regular County Bills – check #472098 through checks #472261.

SEE ATTACHMENTS ON PAGES 71 - 77

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:

12. 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 78 - 78

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

13. Receive and file executed short term lease between Jefferson County and Mr. William E. Kestler for parking during construction work on the County Healthcare facility.

SEE ATTACHMENTS ON PAGES 79 - 81

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
June 02, 2020

14. Consider, possibly approve and authorize the County Judge to execute a contract for one person to provide for COVID-19 needs at Justice of the Peace Precinct No. 7.

SEE ATTACHMENTS ON PAGES 82 - 82

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ENGINEERING:

15. Consider and possibly approve the Final Plat of Ridgecrest Subdivision Unit Five, out of the William Carr Survey Abstract No. 102 Jefferson County, Texas. This subdivision is located off of Ridgeleigh Drive in Precinct No. 2, and is in the City of Beaumont ETJ (extra-territorial jurisdiction). This plat has met all of the Jefferson County Engineering and City of Beaumont platting requirements.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge



Quote Number

00007016

Account Name

Jefferson County, TX

Grand Total

\$39,440.00

Item	Description	Unit Price	Quantity	Total Price
Ballot Now (Seat 2-3)	Paper ballot printing, digital scanning, and resolution software	\$29,750.00	1	\$29,750.00
Professional Services - 1 Day	Includes up to 1 day of service. Additional days of service must be purchased separately.	\$2,690.00	1	\$2,690.00
License and Support	Annual license and support fee; will be prorated to align with contract	\$7,000.00	1	\$7,000.00
Subtotal				\$39,440.00
Grand Total				\$39,440.00

Bill To P.O. Box 1151
Beaumont, TX 77704

Ship To 7963 Viterbo Rd.
Beaumont, TX 77705

Customer Contact

Contact Name Carolyn Guidry

Email guidry@co.jefferson.tx.us

Phone (409) 835-8475

General Information

Expiration Date 6/26/2020

Instructions Please fax with signature to (512) 252-6921 or scan and email to fliston@hartic.com to order.

Payment Terms Net 30

Terms and Conditions

Subsequent License and Support will be billed annually per contract terms.

Taxes will be calculated in conjunction with the Customer based on the final approved price list.

Customer has a backup PC. Please uninstall any HVS applications and reinstall Ballot Now, as a working (neither backup nor locked down) PC.

Hart Approval

Prepared By Felice Liston

Title Director of Sales

Signature

Felice Liston

Customer Approval

Name: Jeff Branick

Title: County Judge

Customer Approval: *[Signature]*

Date: 06/02/2020



THE SOLCO GROUP, LLC

AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING

PROF 20-023/JW
AIP Grant No. 36
Project NO. FAA19

10

May 27, 2020

Jeff R. Branick, Jefferson County Judge
Jefferson County Courthouse
1149 Pearl Street Beaumont, Texas 77701
c/o Jack Brooks Regional Airport
5000 Jerry Ware Drive Suite 100, Beaumont TX 77705
409-719-4900 and 409-722-2830 (Fax)

Subject: Proposed for Professional Advisory Services (IFE preparation)
Proposal No. 2020-07-1023A

Dear Judge Branick,

The Solco Group, LLC is pleased to submit our proposal for providing aviation advisory services for Jack Brooks Regional Airport to assist your team by developing an Independent Fee Analysis and Independent Fee Estimate (IFE) for the proposed Airport Master Plan Update project. We propose to offer the following:

1.0 Scope of Services

The Solco Group, LLC (TSG) will prepare an Independent Fee Estimate (IFE) for the Jack Brooks Regional Airport Master Plan Update Scope of Services. **The total Not-to-exceed contract fee for this service is \$4,542.00.**

TSG will support your organization by phone or in person at your corporate office or in other designated meeting locations. TSG will serve as an extension to your staff on this specific project. All services provided by TSG will be billed as shown below in the enclosed Not-to-exceed Contract Fee Schedule.

The Not-to-exceed fee quote for services rendered by TSG is guaranteed for one year. This fee covers services rendered by TSG that can be accomplished with typical office supplies and basic mobile technologies such as a laptop computer and a cell phone. Any other necessary equipment or technology (if applicable) will need to be provided by your organization.

2.0 Performance of Work

TSG will provide services to your organization via telephone or in person (with mileage and other applicable expenses reimbursed back to TSG). TSG travel to your office or travel on your behalf to other designated meetings (if applicable); will originate from within the Beaumont, Texas.



THE SOLCO GROUP, LLC

AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING

TSG typically performs 100% of the work for this specific project proposal. However, TSG may consult with other affiliates if necessary, to provide any specialized services. TSG will provide deliverables (documents, reports, research, etc.) to your corporate offices either via US Postal Service, hand delivery, or electronic transmission (email or fax).

All other applicable services and agreements are explained in THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT enclosed with this letter. Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Kelvin L. Solco', enclosed within a large, loopy oval.

Kelvin L. Solco, P.E. MBA
President and CEO

Enclosures: Not-to-exceed Contract Proposal
The Solco Group, LLC Advisory / Consulting Agreement



THE SOLCO GROUP, LLC

AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING

Not-to-exceed Contract Fee Proposal

TSG Billable Fee Schedule*

The Solco Group, LLC			
Develop an Independent Fee Estimate (IFE) for the BPT Master Plan Update			
Tasks	Principal / Project Manager	Technical / Clerical	Sub-Total / Total Fee(s)
Initial scope review			
Prepare initial spreadsheets			
Conduct research / data collection			
Complete calculations			
Prepare initial IFA			
Consultation and negotiations			
Prepare final IFE			
Total Direct Costs	\$4,207.50	\$ 137.50	\$4,345.00
Non-Salary Costs			
Travel** (Mileage)	\$ 127.00		
Printing / Mailing / Supplies	\$ 70.00		
Total Non-Salary costs			\$ 197.00
Total Not-to-exceed Fee for Services*			\$4,542.00

Notes:

1. (*) Recommended minimum Not-to-exceed contract amount.
2. (**) For decision making and estimating purposes only.
3. If additional fees are needed for TSG affiliates additional costs may be added at rates to be determined and presented to the client in advance.
4. The Solco Group, LLC is a Texas certified DBE firm.

**THE SOLCO GROUP, LLC ADVISORY / CONSULTING AGREEMENT**

THE SOLCO GROUP, LLC appreciates the opportunity to work with you and provide professional advice regarding your specific project. To ensure a mutual understanding, we set forth the following pertinent information about our services. THE SOLCO GROUP, LLC (hereafter referred to as TSG), and the CLIENT (you) acknowledge and agree to the following.

1. The CLIENT is free to contact TSG to discuss the specific project immediately after the execution of this agreement.
2. The CLIENT acknowledges the TSG fee(s) for this specific project is shown on the attached fee schedule. TSG fees for travel and other related expenses will be billed to the CLIENT at a cost derived from the current GSA per diem rates plus applicable actual expenses.
3. The CLIENT agrees to provide TSG a signed contract for the Not-to-exceed (NTE) fee as identified on the TSG fee schedule, prior to utilizing TSG services on any specific project for which TSG services may be desired. Budget limits for TSG services or billing constraints must be communicated to TSG. Receipt of this agreement signed by the CLIENT shall bind this agreement. Once the NTE agreed amount is reached, a new contract as well as a contract addendum can be developed and negotiated and mutually agreed upon by the CLIENT and TSG.
4. All communication and information between the CLIENT and TSG is considered privileged and confidential (if desired and requested in writing), except for minimal information necessary for TSG marketing purposes. CLIENT authorization may be needed when TSG needs to assign work to its affiliates or associates. TSG may use the name, logo, or authorized image of the CLIENT for TSG marketing materials.
5. The CLIENT understands TSG invoices will be faxed or sent by e-mail unless the original is requested.
6. The CLIENT acknowledges the use of "*The Solco Group, LLC*" name in any manner is not authorized unless this signed agreement is returned to TSG, subject to privacy laws.
7. The CLIENT is responsible for payment of services rendered as stipulated in this agreement.



THE SOLCO GROUP, LLC

AVIATION TRANSPORTATION ADVICE AND STRATEGIC PLANNING

The CLIENT Specific project title: Develop an Independent Fee Analysis and Estimate (IFE) for the Jack Brooks Regional Airport Master Plan Update Scope of Services

TSG File #: 2020-07-1023A

Agreed to this 2nd day of June, 2020

By (Client's organization): Jefferson County, Texas - Jack Brooks Regional Airport

(Client) Print Name: Mr. Alex Rupp, Airport Manger

(Client) Signature: [Signature]

(Client) Title: Jeff R. Branick, Jefferson County Judge

Anticipated date to Start Work: /

Anticipated project duration (days): Not to exceed ten (10) business days

(TSG LLC) Signature: [Signature]

(TSG LLC) Title: May 27, 2020



Thank you for allowing us to serve you!



ATTEST
DATE

[Signature], Chief Deputy
6/2/2020

***"Planning a better tomorrow while
supporting the challenges of today"***



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature, likely of Deborah Clark, consisting of stylized initials and a surname.

Date: May 27, 2020

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 2, 2020

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COUNTY CLERK	CHAIR		
COUNTY CLERK	CHAIR		17104
COUNTY CLERK	CHAIR		
COUNTY CLERK	CHAIR		
COUNTY CLERK	CHAIR		
COUNTY CLERK	TABLE		
COUNTY CLERK	TABLE		
COUNTY CLERK	TABLE		25446
COUNTY CLERK	DESK		17175
COUNTY CLERK	DESK		
COUNTY CLERK	DESK		17025
<i>contact person: Haylee Fournier</i>			
J.P. PCT. 7	JUDGE CHAIR		34946
<i>contact person: Denise Roccaforte</i>			

Approved by Commissioners' Court: _____

1ST AMENDMENT TO RENTAL AGREEMENT

This first rental agreement amendment (the "First Amendment"), is made and entered into effective this 2nd day of June, 2020, by and between Jefferson County, ("Lessor") and American Airlines Inc. ("Lessee").

RECITALS

Whereas on January 8, 2018, Lessor and Lessee entered into a certain Airline Operating Agreement and Terminal Lease (the "Lease Agreement"), whereby Lessee leased terminal counter space and back office form Lessor;

Whereas the recent COVID-19 pandemic is causing unprecedented impact and uncertainty for the aviation industry resulting in a 95% or more decrease in the passengers due to various State and local stay-at-home orders;

Whereas Lessee has, in an effort to slow financial losses due to extreme decreased passenger loads, temporarily reduced scheduled flights to one flight in and one flight out a day;

Whereas Lessee requested assistance from Lessor to help stem the cash flow losses of continuing to operate flights, even at a financial loss;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED EXHIBIT "A" IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

EXHIBIT "A"

RENTALS AND FEES

Airline agrees to pay to LESSOR and LESSOR agrees to accept from Airline for the use of the facilities, rights, licenses, services and privileges granted hereunder, monthly rentals and fees as noted herein.

1. TERMINAL RENTALS: Effective, January 1, 2018 and for the term hereof, Airline shall pay to LESSOR:

A. For the exclusive use of 284 square feet of ticket counter space and 614 square feet of back office space at the rate of \$12,931.20 per year payable monthly commencing April 1, 2015 at the monthly rate of \$1,077.60. In the event that a new passenger terminal building is constructed during the term of this Agreement, rental rates will be renegotiated.

1. For the period April 1, 2020 through June 30, 2020, terminal rents are waived due to the COVID-19 pandemic.

B. The Airport will make available, 753 square feet of "Media Room" for the Airline to use for purposes of training, meetings, or other approved uses. Airport must be notified in advance for scheduling to avoid conflicts.

C. The Airport will also make available the Jerry Ware Conference Room for the Airline to use for purposes of training, meetings, or other approved uses. Airport must be notified in advance for scheduling to avoid conflicts.

2. LANDING FEES: The Airline shall pay to LESSOR landing fees computed on a monthly basis at the following rates based upon FAA maximum certified gross landing weight for each aircraft as follows: Seventy Two Cents (\$0.72) per one thousand pounds.

A. Landing fees will be calculated weekly and shall be billed monthly from date of commencement of air service.

B. Airline shall furnish to Airport on or before the tenth (10th) day of each following month an accurate report, on forms acceptable to the Airport Director, of Airline's operations at the Airport during the preceding month. Said report shall include, but shall not be limited to: (1) Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Landing Weight of each type of aircraft; (2) the total number of Enplaned and Deplaned Passengers; and (3) the total weight of freight, mail, and other cargo for such month. Airport shall transmit to Airline an invoice for Landing Fees confirming the amount incurred during said month. The acceptance by LESSOR of any payment made by Airline shall not preclude LESSOR from verifying the accuracy of Airline's report submitted to Airport or from recovering any additional payment actually due from Airline. Airline agrees to pay all amounts due within thirty (30) days of invoice.

C. For the period April 1, 2020 through June 30, 2020, landing fees are waived due to the COVID-19 pandemic.

D. For the period July 1, 2020 through December 31, 2020, landing fees are to be prorated based on passenger loads for all flights with less than 70% load factors, for aircraft with 50 seats or less.

1. Example: A flight that has 5 passengers out of a total maximum of 50 passengers, Lessee shall pay to Lessor 10% of applicable total landed weight.

E. Airline shall also provide Airport, on a monthly basis, a report detailing day, flight, passenger seats sold, and maximum seats available to be sold.

3. PAYMENT: Monthly rent is due and payable on the first day of each month. Fees and charges shall be paid within twenty (20) days from receipt of invoice.

4. PASSENGER FACILITY CHARGES: Nothing in this Agreement shall prevent LESSOR from imposing or revising a Passenger Facility Charge ("PFC") for the use by LESSOR as permitted by law. The current PFC is \$4.50. Airline agrees to cooperate with LESSOR in the collection of the PFC.

LESSOR: Jack Brooks Regional Airport

By: _____
Jeff Branick – Jefferson County Judge

LESSEE: American Airlines, Inc

By: _____
Authorized Representative – American Airlines Inc.

1ST AMENDMENT TO LEASE AGREEMENT

This first rental agreement amendment (the "First Amendment"), is made and entered into effective this 2nd day of June, 2020, by and between Jefferson County, ("Lessor") and KUSA Aviation, LLC. ("Lessee").

RECITALS

Whereas on October 29th, 2019, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor;

Whereas the recent COVID-19 pandemic is causing unprecedented impact and uncertainty for the aviation industry resulted in a decrease in the private aviation sector due to various State and local stay-at-home orders;

Whereas Lessee has, in an effort to slow financial losses due to extreme decreased aviation activity, reduced the amount of hangar space required;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED SECTION 2. RATE IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

RATE

2. RATE: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "Hangar 7 – Unit 3 & 4" containing 13,500 square feet, more or less, of hangar space at a rate of \$2.52 annually per sqft (\$2,835.00/month \$34,020.00/year), and "Hangar 7 – Storage E" containing 420 square feet, more or less, of office space at a rate of \$8.00 annually per sqft (\$280.00/month \$3,360.00/year), for a total hangar and office rental rate of (\$3,115.00/month \$37,380.00/year).

LESSOR: Jack Brooks Regional Airport

By: _____
Jeff Branick – Jefferson County Judge

LESSEE: KUSA Aviation

By: _____
Kyle Knipple – CEO KUSA Aviation, LLC

Memo

Date: 5/27/20
 To: Fran Lee, Financial Manager
 From: Constable's Office Precinct 6 Fax Number: (409) 839-2390
 RE: Transfer Line Item
 Priority: [Urgent]

Line-item Transfer Amendment

DATE: May 26, 2020

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Ammunition	120 3070 425	30-02	\$ 1,000.00
	Books-Printed	120 3070 425	30-10	\$ 750.00
	Clothing	120 3070 425	30-17	\$ 3,572.00
	Minor Equipment	120 3070 425	30-84	\$ 205.00
	Equipment Miscellaneous	120 3070 425	40-11	\$ 740.00
	Dues/Subscriptions	120 3070 425	50-21	\$ 800.00
	Travel Expense	120 3070 425	50-62	\$ 1,662.00
To:	Extra Help	120 3070 425	10-05	\$ 8,729.00
Reason:	Amount to Cover Extra Help Budget			


 Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk

To: Fran Lee

From: Mike Trahan

Date: May 28, 2020

Re: Budget Transfer-For 18" Drain Pipe Crossing Jerry Ware DR.

Fran,

I need to request a transfer of \$23,960.00 from account 112-0202-431-3079, Crushed Stone, to account 112-0208-431-6036, Capital outlay/ Lateral Roads. This is to pay a contractor to break out a section of concrete road on Jerry Ware DR, and install two 18" cross pipe and re pour concrete roadway. I do understand that this transfer has to go through Commissioner's Court, so please see that this item is put on the next Commissioner's Court Agenda.

Thanks for your help.

Mike Trahan

Superintendent, Road and Bridge Pct. 2



May 26th, 2020

Sheriff Stephens, Chief Shauberger and Mrs. Sauer, Procurement Manager
5030 Highway 69 South
Beaumont, Texas 77705

RE: CorrHealth's 3rd Year Annual Renewal Proposal for Continued Partnership to Provide Quality and Professional Comprehensive Inmate Medical, Mental/Behavioral and Community Healthcare Programs and Services in 2020-2021.

Dear Sheriff Stephens, Chief Shauberger and Mrs. Sauer, Procurement Manager,

I/we hope this correspondence finds you, your families and teams staying healthy, strong and well as we continue to work through this pandemic. As you're aware, we engaged in our partnership on April 10st, 2018 and we're already deep into the 3rd year of our partnership. You, your team and Jefferson County are important to us and we're incredibly proud of our partnership with you, as we are of our various achievements and the challenges we've overcome thus far in our first two years.

National, industry, state and community best standards of care are essential to us and our programs and we are proud of our success managing our team, our programs and services in accordance with Texas Commission on Jail Standards and the National Commission on Correctional Health Care (NCCCHC) standards of care. As we committed to you, your team and Jefferson County through the county's "RFP# 17-037/YS" specific to "Inmate Healthcare Services for the Jefferson County Correctional Facility", we've recruited an impressive team and built a quality based program with an emphasis on managing our programs and services on-site and decreasing unnecessary off-site transports and mitigating risks and liabilities. We feel our first two (2) years have been successful thus far and we believe you agree.





In the subsequent page, please find our proposal and pricing to continue delivering quality and professional comprehensive inmate medical, mental/behavioral and community healthcare programs and services to Jefferson County for the term April 10th, 2020 through April 9th, 2021. Once approved by Jefferson County, please send me an email affirming approval of the proposed terms and your approval to move forward. Please also email a signed copy of the attached price proposal to me at your convenience. Once you do so, we will immediately return a signed Addendum to our Agreement to ensure we move towards completing the renewal as soon as possible.

We greatly appreciate the trust you've instilled in us, your unwavering support and our partnership with you, your team and Jefferson County over the last 2 years. We very much look forward to another successful year and serving and partnering with you, your team and Jefferson County for many more years to come. As always, feel free to contact us at any time should you or your team have any question, issues, concerns, should you wish to discuss this proposal and/or if there's anything we can do for you and your team.

Sincerely and always our best,

Todd Murphy, Co-Founder and President

(214) 563-8224

todd.murphy@mycorrhealth.com

Victor Hutchinson, Co-Founder and Pres. of Ops

(214) 274-4907

victor.hutchinson@mycorrhealth.com





Proposal for Comprehensive Inmate Medical, Mental, Ancillary and Community-Based Inmate Healthcare Programs and Services for Jefferson County, Texas

CorrHealth is excited to submit our proposal to continue providing quality comprehensive inmate medical, mental/behavioral, ancillary and community based inmate healthcare programs and services for the detainees held at the Jefferson County Correctional Facility in accordance with the Agreement, which was fully executed on March 26th, 2018. Our proposal for our 3rd year renewal effective April 10th, 2020 through April 9th, 2021 which consists of:

Proposed CPI Increase

As you know, through our response to the county's RFP, we waived the consumer price index (CPI) after our first year of our partnership, which helped the county's budget through a first year savings of \$129,739.65 (assuming a 3% annual CPI rate) and a compounded savings of \$542,782.30 over the five (5) year term (assuming a 3% CPI in years three (3) through five (5)).

Per Section 9.4 specific to the "Annual Compensation Escalator" on page 8 of the Inmate Healthcare Services Agreement, CorrHealth is proposing to implement a consumer price index (CPI) charge of 3% which will go toward team wage increases which will be critical in securing them in securing them and decreasing turn-over rates in this essential and highly competitive industry, increased insurance premiums and medication prices.

Please see the "3rd Year Renewal Pricing Summary" section below which details the CPI and what it represents in relation to the 2020-2021 price increase.





Proposal to Negate the \$500,000 Off-Site Aggregate Cap

Per Section 9.5 specific to the “Financial Limitations Through the Aggregate Cap” on page 9 of the Inmate Healthcare Services Agreement, due to the fact there is no benefit for the county to pre-pay an aggregate cap for off-site services and care, CorrHealth is proposing to negate/drop the \$500,000 aggregate cap and credit the \$500,000 back to the county in the contract years 2020-2021 and in the years beyond.

CorrHealth will provide the same level of claims review and utilization management (UM) services and CorrHealth will continue to receive the offsite invoices, verify the patient was an inmate at the time the services were provided and remit payment on Jefferson County’s behalf for any, and all offsite invoice after each invoice is reconciled through CorrHealth’s claims and utilization management (UM) process. By negating the aggregate cap, Jefferson County will receive the same negotiated and discounted rates regardless if CorrHealth manages the aggregate cap or not.

Please see the “3rd Year Renewal Pricing Summary” section below which details the result of negating the \$500,000 aggregate off-site cap in relation to the 2020-2021 price increase.





Proposal to Increase Price to Cover HIV Medications

According to Jefferson County's response to question #10 in the county's Addendum #1 to the Request for Proposal (RFP)# 17-037/YS, which was released January 24th, 2018, the County stated managing:

- 11 inmates with HIV in 2015,
- 8 inmates with HIV in 2016,
- 6 inmates with HIV in 2017,

Based on these historical metrics, we modeled our HIV medication costs based on 12 inmates with HIV, which correlates with the historical metrics provided in the county's RFP# 17-037/YS and Addendum #1. The cost of HIV medications range from \$3,500-\$5,000 per patient, therefore we modeled \$4,500 per inmate for HIV medications totaling \$54,000 annually.

According to our medical records in CorEMR, we managed, cared for and provided HIV medications for:

- 96 inmates with HIV from April 10th through December 31st, 2018 and spent \$95,105 on HIV medications during that period.
- 154 inmates with HIV in 2019 and spent \$293,425.20 on HIV medications during that year.
- We've managed, cared for and provided HIV medications for 21 inmates with HIV since January 1st (through March 2020) and we spent \$63,894.05 on HIV medications in the first three (3) months of 2020.

In total, CorrHealth spent \$452,424.25 between April 10th, 2018 and March 31st, 2020. We modeled our HIV medication costs based on the historical metrics provided by the county (RFP# 17-037/YS and Addendum #1), but with this population being significantly higher than the RFP stated and we expected, we have spent \$398,424.25 more than we modeled, therefore we are requesting a one-time reconciliation payment totaling \$398,424.25.

To cover HIV medications through the 2021 renewal and in the year's beyond, CorrHealth is proposing to cover HIV medications through the 2021 renewal and in the year's beyond, CorrHealth is proposing to subtract the amount modeled (\$54,000) for HIV medications from the contract price and continue providing Jefferson County with all HIV medications at a direct pass through and at a 0% profit margin.





(Proposal to Increase Price to Cover HIV Medications Continued)

Through this proposal, CorrHealth will invoice the county on a monthly basis for the pass-through costs of these medications and we will provide supportive documentation to support these expenditures along with each monthly invoice.

Please see the "3rd Year Renewal Pricing Summary" section below which details our proposal to cover HIV medications in the renewal term of 2020-2021 and in the years beyond.



Proposal to Add a Full-Time Pharmacy Technician

Due to the vast number of medications required to properly manage the medical and mental healthcare programs and services of Jefferson County's population and the complexity of managing this critical and costly component of our program, we are proposing to add a full-time Pharmacy Technician to our weekly coverage matrix. We are proposing to implement this Pharmacy Technician to be onsite 8 hours per day, 5 days per week, or a total of 40 hours per week.

As detailed in the fully transparent coverage matrix and pricing model below, the addition of the Pharmacy Technician will increase the annual contract price by \$61,495.21. Please see the "3rd Year Renewal Pricing Summary" section below which details the outcome of adding a full-time Pharmacy Technician into our coverage matrix and what that position represents in relation to the 2020-2021 price increase.

Proposed Addition of Pharmacy Technician (Fully Transparent Model)

Jefferson County Correctional Facility															
Proposed Staffing Plan															
750 ADP 24/7 Option															
Position	Scheduled Hours							Total			Premiums		Pay Rates	Proposed Cost	
	SUN	MON	TUE	WED	THU	FRI	SAT	Hours			FTEs	Facility		Shift	Weekend
Day Shift															
Pharmacy Tech		8.00	8.00	8.00	8.00	8.00		40.00	1.00	JCDC	\$ -	\$ -	\$19.25	\$770.00	\$40,040.00
Total								40.00	1.00					\$0.00	\$40,040.00
Relief Factor	7%							2.80	0.07				\$19.25	\$53.90	\$2,802.80
Overtime	7%							2.80	0.07				\$19.25	\$53.90	\$2,802.80
Total with Relief Factor & Overtime								42.80	1.14					\$107.80	\$45,645.60
													Payroll Taxes	\$87.78	\$4,564.56
													Worker's Comp (WC)	\$131.94	\$6,861.00
													Taxes and WC Total	\$219.72	\$11,425.56
													TOTAL	\$327.52	\$57,071.16



Proposed Pricing Model- Addition of Pharmacy Technician (Fully Transparent Model)

Jefferson County, TX- 3rd Year Renewal and Addition of Pharmacy Tech				
Capacity	750			
ADP	750			
Contract Term (in years)	5			
FTE	Addition of Pharmacy Tech 1.14			
	Annual Plan	Plan/ADP	% Proposal	Contract Total
Personnel - Team Members				
Personnel Staffing Costs	\$57,071.16	\$76.09	92.56%	\$285,355.80
Health Benefit (\$400 per FTE)	\$400.00	\$0.53	0.65%	\$2,000.00
Team Appreciation (\$151 per FTE)	\$151.00	\$0.20	0.24%	\$755.00
TOTAL Personnel - Team Members	\$57,622.16	\$76.83	93.46%	\$288,110.80
TOTAL COSTS - (without Management Fee)	\$57,622.16	\$76.83	93.46%	\$288,110.80
Management Fee - Year 1	\$4,033.55	\$5.38	7.00%	\$4,033.55
Management Fee - Subsequent Years	\$4,033.55	\$5.38	7.00%	\$16,134.20
TOTAL ANNUAL COSTS - Year 1 (including Management Fee)	\$61,655.71	\$82.21	100.00%	\$308,278.56
TOTAL ANNUAL COSTS - Subsequent Years (including Management Fee)	\$61,655.71	\$82.21	100.00%	\$21,726,274.84
PIPD	\$0.23			
Monthly Amount - Year 1	\$5,137.98			
Monthly Amount - Subsequent Years	\$5,137.98			

Please see the "3rd Year Renewal Pricing Summary" section below which details our proposal to add a full-time Pharmacy Technician in the renewal term of 2020-2021 and in the years beyond.





3rd Year Renewal Pricing Summary

Implementing the Consumer Price Index (CPI)- As Detailed Above

\$4,324,654.97 Current Annual Price (non-inclusive of the one-time transition fee) or
\$360,387.91 Monthly Price (Current Price)

+ 3% CPI Increase Equating to \$129,739.65 for the Contract Years 2020-2021

= \$4,454,394.62 Annual Price or \$371,199.55 per Month for the Contract Years 2020-2021

Negating the Annual \$500,00 Aggregate Cap- As Detailed Above

\$4,454,394.62 Annual Price for the Contract Years 2020-2021

- \$500,000 CREDIT TO JEFFERSON COUNTY in negating the \$500,000 Aggregate Cap

= \$3,954,394.62 Annually or \$329,532.89 per Month for the Contract Year 2020-2021

HIV Medication Reconciliation and One-Time Reconciliation Based on the Historical Factors Provided in the County's RFP and Addendum #1 and True Utilization of this Population- As Detailed Above

Due to the inaccuracy in the county's RFP# 17-037/YS and Addendum #1, which is detailed on the section above and this population being significantly higher than the RFP stated, CorrHealth is requesting a one-time reconciliation totaling \$398,424.25.

CorrHealth's Billing the County for HIV Medications and the County Considering HIV Medications as a Factor in Off-site Services- As Detailed Above

\$3,954,394.62 Annual Price for the Contract Year 2020-2021

- \$54,000 CREDIT TO JEFFERSON COUNTY for HIV medications for the Contract Years 2020-2021

= \$3,900,394.62 Annual Price or \$325,032.89 per Month for the Contract Years 2020-2021





Addition of a Full-Time Pharmacy Technician- As Detailed Above

CorrHealth is proposing to implement a Full-Time Pharmacy Technician to be onsite a total of 40 hours per week and if accepted by the county, this Pharmacy Technician will increase the annual contract price by \$61,655.71.

\$3,900,394.62 Annual Price or \$325,032.89 per Month for the Contract Years 2020-2021

+ Addition of a Full-Time Pharmacy Technician Equating to an annual increase of \$61,655.71 for the Contract Years 2020-2021

= **\$3,962,050.33 Annual Price or \$330,170.86 per month for the contract years 2020-2021.**

\$3,962,050.33 annual price or \$330,170.86 per month for CorrHealth's 3rd Year Annual Renewal Proposal for continued partnership to provide quality and professional comprehensive inmate medical, mental/behavioral and community healthcare programs and services in 2020-2021

AND

One-time reconciliation payment totaling \$398,424.25 to reimburse CorrHealth for the inaccuracy in the county's RFP# 17-037/YS and Addendum #1 and this population being significantly higher than the RFP stated.

Respectfully Submitted:

Todd Murphy, Co-Founder and President

(214) 563-8224

todd.murphy@mycorrhealth.com

Victor Hutchinson, Co-Founder and Pres. of Ops

(214) 274-4907

victor.hutchinson@mycorrhealth.com



EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Jeff R. Branick, am the County Judge of Jefferson County, Texas ("County"), and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

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

By: Jeff R. Branick

Signature: _____

Title: County Judge

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Jefferson County, Texas, certifies, to the best of his or her knowledge that:

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

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

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

By: Jeff R. Branick

Signature: _____

Title: County Judge

Date: _____

—

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

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

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

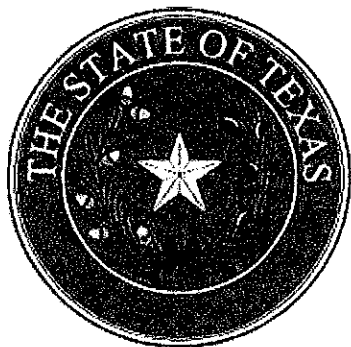
By: Jeff R. Branick

Signature: _____

Title: County Judge

Date: _____

—



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

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

Table of Contents

About This Document	2
1 Grant Agreement Requirements and Conditions	5
1.1 Applicability of Grant Agreement and Provisions.....	5
1.2 Legal Authority to Apply	5
1.3 Grant Acceptance.....	5
1.4 Project Period.....	5
1.5 General Responsibility	5
1.6 Amendments and Changes to the Grant Agreement	6
1.7 Jurisdictional Cooperation	7
1.8 Public Information and Meetings	7
1.9 Remedies for Non-Compliance	7
1.10 False Statements by Grantee	8
1.11 Conflict of Interest Safeguards.....	8
1.12 Fraud, Waste, and Abuse	8
1.13 Termination of the Agreement	9
1.14 Limitation of Liability.....	9
1.15 Dispute Resolution	10
1.16 Liability for Taxes	10
1.17 Required State Assurances	10
1.18 System for Award Management (SAM) Requirements.....	10
1.19 No Obligation by Federal Government	11
1.20 Notice	11
1.21 Force Majeure	11
1.22 Debt to State	11
1.23 Franchise Tax Certification.....	11
1.24 Severability.....	12
1.25 E-Verify.....	12
1.26 Compliance with Federal Law, Regulations, and Executive Orders.....	12
1.27 Clean Air Act.....	12
1.28 Federal Water Pollution Control Act.....	12
1.29 Suspension and Debarment.....	12
1.30 Energy Conservation	13
1.31 Procurement of Recovered Materials.....	13
1.32 Terminated Contracts	13
2 Property and Procurement Requirements	13
2.1 Property Management and Inventory	13
2.2 Consulting Contracts.....	14
2.3 Procurement Practices and Policies.....	14
2.4 Contract Provisions Under Federal Awards	14
3 Audit and Records Requirements	14
3.1 Cooperation with Monitoring, Audits, and Records Requirements	14
3.2 Single Audit Requirements.....	15
3.3 Requirement to Address Audit Findings	15

3.4	Records Retention.....	15
4	Prohibited and Regulated Activities and Expenditures	16
4.1	Prohibited Costs	16
4.2	Political Activities	16
5	Financial Requirements.....	17
5.1	Direct Deposit	17
5.2	Payments and Required Documentation.....	17
5.3	Financial Reporting	17
5.4	Reimbursements.....	18
5.5	Refunds and Deductions	18
5.6	Recapture of Funds	18
5.7	Liquidation Period	18
5.8	Project Close Out	18
	EXHIBIT A - State of Texas Assurances.....	19
	EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION	21
	EXHIBIT C - CERTIFICATION REGARDING LOBBYING	22

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

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

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

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

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

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

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, 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.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 *Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 *Requirement to Address Audit Findings*

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 *Records Retention*

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee'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 grantee 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 grantee 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 grantee 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 grantees 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. Grantee 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.

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.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
 ("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

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

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

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

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

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

By: _____

Signature: _____

Title: _____

Date: _____

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

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

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

By: _____

Signature: _____

Title: _____

Date: _____



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:		
North American Industry Classification Systems Code:		
Parent Company:		
Number of Employees:		
Number of Sites Verified for:		
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:		
State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

PGM: GMCOMMV2	DATE 06-02-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
ROAD & BRIDGE PCT.#1		
VERIZON WIRELESS	75.98	472180
		75.98**
ROAD & BRIDGE PCT. # 3		
COASTAL WELDING SUPPLY	7.77	472121
FARM & HOME SUPPLY	123.95	472127
ENTERGY	146.35	472131
MUNRO'S	38.85	472142
AT&T	74.35	472155
SOUTHERN TIRE MART, LLC	40.00	472166
KNIFE RIVER	551.85	472199
ON TIME TIRE	195.00	472212
ALL TERRAIN EQUIPMENT CO	233.00	472239
GULF COAST	5,574.90	472252
		6,986.02**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	1,634.54	472111
CITY OF BEAUMONT - WATER DEPT.	20.54	472116
ENTERGY	44.33	472131
M&D SUPPLY	170.51	472139
MUNRO'S	77.85	472142
OIL CITY TRACTORS, INC.	776.27	472145
YATES AUTO & TRUCK REPAIR	496.77	472196
ASCO	1,738.35	472218
O'REILLY AUTO PARTS	463.26	472246
		5,422.42**
ENGINEERING FUND		
DLT SOLUTIONS LLC	1,811.16	472113
UNITED STATES POSTAL SERVICE	1.00	472183
		1,812.16**
PARKS & RECREATION		
ENTERGY	235.08	472131
M&D SUPPLY	931.15	472139
SPRINT WASTE SERVICES LP	310.80	472223
ALL TERRAIN EQUIPMENT CO	116.50	472239
		1,593.53**
GENERAL FUND		
TAX OFFICE		
UNITED STATES POSTAL SERVICE	958.79	472183
		958.79*
COUNTY HUMAN RESOURCES		
CARY ERICKSON	219.00	472126
PRE CHECK, INC.	154.25	472170
UNITED STATES POSTAL SERVICE	.42	472183
SIERRA SPRING WATER CO. - BT	6.49	472185
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	50.00	472233
		430.16*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	.84	472183
		.84*
COUNTY CLERK		
UNITED STATES POSTAL SERVICE	206.75	472183
		206.75*
COUNTY JUDGE		
HARVEY L WARREN III	500.00	472204
P DEAN BRINKLEY	500.00	472208
JAN GIROUARD & ASSOCIATES LLC	200.00	472231
		1,200.00*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	2.92	472183
		2.92*
COUNTY TREASURER		

PGM: GMCOMMV2	DATE 06-02-2020	AMOUNT	CHECK NO.	PAGE: 2 72 TOTAL
NAME				
UNITED STATES POSTAL SERVICE		77.93	472183	77.93*
PURCHASING DEPARTMENT				
UNITED STATES POSTAL SERVICE		6.90	472183	6.90*
GENERAL SERVICES				
TOWER COMMUNICATIONS, INC.		2,517.00	472181	
CROWN CASTLE INTERNATIONAL		1,591.26	472192	4,108.26*
DATA PROCESSING				
VERIZON WIRELESS		75.98	472180	75.98*
VOTERS REGISTRATION DEPT				
OFFICE DEPOT		16.80	472144	
UNITED STATES POSTAL SERVICE		68.49	472183	51.69*
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE		54.83	472183	
RAYMOND SHEARER		132.25	472243	187.08*
DISTRICT CLERK				
UNITED STATES POSTAL SERVICE		174.76	472183	174.76*
CRIMINAL DISTRICT COURT				
UNITED STATES POSTAL SERVICE		7.05	472183	7.05*
252ND DISTRICT COURT				
UNITED STATES POSTAL SERVICE		73.11	472183	73.11*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE		32.67	472183	32.67*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE		27.80	472183	
SIERRA SPRING WATER CO. - BT		51.77	472186	79.57*
JUSTICE COURT-PCT 7				
AT&T		32.58	472155	32.58*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE		1.42	472183	
LEXIS-NEXIS		80.00	472184	81.42*
COUNTY COURT AT LAW NO. 2				
UNITED STATES POSTAL SERVICE		1.00	472183	
ANTOINE FREEMAN		400.00	472202	
MATUSKA LAW FIRM		400.00	472225	801.00*
COURT MASTER				
UNITED STATES POSTAL SERVICE		.50	472183	.50*
MEDIATION CENTER				
UNITED STATES POSTAL SERVICE		1.42	472183	1.42*
SHERIFF'S DEPARTMENT				
CURTIS 1000, INC.		537.82	472124	
W.W. GRAINGER, INC.		703.74	472130	

PGM: GMCOMMV2	DATE 06-02-2020	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
MOORMAN & ASSOCIATES, INC.	1,190.00	472141
OFFICE DEPOT	1,680.43	472144
VERIZON WIRELESS	3,381.11	472179
UNITED STATES POSTAL SERVICE	823.38	472183
FIVE STAR FEED	59.90	472190
RITA HURT	825.00	472211
GALLS LLC	87.95	472228
VECTOR SECURITY	90.00	472238
LAKE COUNTRY CHEVROLET, INC.	21,232.58	472245
		30,611.91*
CRIME LABORATORY		
AGILENT TECHNOLOGIES	475.22	472112
FISHER SCIENTIFIC	97.20	472129
OFFICE DEPOT	32.59	472144
SEROLOGICAL RESEARCH INSTITUTE	55.97	472150
CERILLIANT	100.40	472189
LIPOMED	122.20	472207
AIRGAS USA, LLC	229.30	472247
		1,112.88*
JAIL - NO. 2		
MARK'S PLUMBING PARTS	126.80	472108
W.W. GRAINGER, INC.	922.98	472130
HYDRO-CLEAN SERVICES, INC.	1,610.00	472133
JACK BROOKS REGIONAL AIRPORT	439.16	472136
JOHNSON SUPPLY	19.84	472137
KIRKSEY'S SPRINT PRINTING	24.95	472138
M&D SUPPLY	293.95	472139
SANITARY SUPPLY, INC.	1,846.40	472148
SETZER HARDWARE, INC.	19.79	472151
ULINE SHIPPING SUPPLY SPECIALI	334.43	472164
INDUSTRIAL & COMMERCIAL MECHANICAL	1,706.68	472214
EPIC CARD SERVICES LLC	647.00	472215
MATERA PAPER COMPANY INC	3,471.64	472219
THOMSON REUTERS-WEST	3,809.71	472220
REPUBLIC SERVICES	619.52	472230
TRINITY SERVICES GROUP INC	15,794.86	472251
VICTORY SUPPLY LLC	737.50	472253
SUPERIOR WASTE SOLUTIONS LLC	740.00	472261
		33,165.21*
JUVENILE PROBATION DEPT.		
FED EX	34.74	472128
VERIZON WIRELESS	52.05	472180
UNITED STATES POSTAL SERVICE	13.34	472183
		100.13*
JUVENILE DETENTION HOME		
SANITARY SUPPLY, INC.	89.68	472148
MCKESSON MEDICAL-SURGICAL INC	89.73	472169
BEN E KEITH FOODS	184.88	472193
WASTEWATER TRANSPORT SERVICES LLC	918.00	472226
ADVANTAGE INTERESTS INC	3,312.00	472240
		4,594.29*
CONSTABLE PCT 1		
VERIZON WIRELESS	227.94	472180
UNITED STATES POSTAL SERVICE	7.58	472183
		235.52*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	472180
		113.97*
CONSTABLE-PCT 4		
VERIZON WIRELESS	113.97	472180
		113.97*
CONSTABLE-PCT 6		
VERIZON WIRELESS	113.97	472180
UNITED STATES POSTAL SERVICE	.42	472183
		114.39*
CONSTABLE PCT. 7		

PGM: GMCOMMV2	DATE 06-02-2020		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	472180	113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	472180	113.97*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	892.56	472110	
DAVID OATES	45.43	472232	937.99*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	4,575.00	472120	
UNITED STATES POSTAL SERVICE	108.09	472183	
KAYLEE BENNETT	20.00	472256	4,703.09*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	4,575.00	472120	
AT&T	32.58	472155	
MCKESSON MEDICAL-SURGICAL INC	1,153.52	472169	
UNITED STATES POSTAL SERVICE	39.81	472183	5,800.91*
MAINTENANCE-BEAUMONT			
MARK'S PLUMBING PARTS	325.02	472108	
CITY OF BEAUMONT - WATER DEPT.	487.68	472116	
BILL CLARK BUGSPERTS	657.00	472119	
ECOLAB	209.95	472125	
ENTERGY	29,918.98	472131	
SANITARY SUPPLY, INC.	681.68	472148	
ACE IMAGEWEAR	213.94	472152	
AT&T	230.66	472155	
TIME WARNER COMMUNICATIONS	76.49	472161	
OTIS ELEVATOR COMPANY	2,808.46	472191	35,609.86*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	519.63	472117	
COBURN SUPPLY COMPANY INC	43.01	472122	
NOACK LOCKSMITH	3.00	472143	
S.E. TEXAS BUILDING SERVICE	6,805.28	472153	
AT&T	1,411.83	472155	
TIME WARNER COMMUNICATIONS	98.63	472159	
LOWE'S HOME CENTERS, INC.	41.04	472187	
ALLIANCE MECHANICAL SERVICES	470.57	472194	
PARKER LUMBER	70.89	472205	
LESLIE'S SWIMMING POOL SUPPLIES	66.45	472249	
THE HOME DEPOT PRO	1,432.51	472250	10,962.84*
SERVICE CENTER			
SPIDLE & SPIDLE	1,237.32	472111	
J.K. CHEVROLET CO.	167.74	472135	
M&D SUPPLY	89.94	472139	
MUNRO'S	192.28	472142	
PHILPOTT MOTORS, INC.	446.89	472146	
FASTENAL	9.53	472168	
JEFFERSON CTY. TAX OFFICE	7.50	472171	
JEFFERSON CTY. TAX OFFICE	7.50	472172	
JEFFERSON CTY. TAX OFFICE	7.50	472173	
JEFFERSON CTY. TAX OFFICE	16.75	472174	
JEFFERSON CTY. TAX OFFICE	7.50	472175	
JEFFERSON CTY. TAX OFFICE	7.50	472176	
JEFFERSON CTY. TAX OFFICE	7.50	472177	
JEFFERSON CTY. TAX OFFICE	7.50	472178	
BUMPER TO BUMPER	459.24	472195	
AMERICAN TIRE DISTRIBUTORS	1,114.50	472203	
MIGHTY OF SOUTHEAST TEXAS	75.44	472210	
MIDNIGHT AUTO	79.95	472237	
REXEL USA INC	214.25	472242	
IMAGE 360 BEAUMONT	122.00	472244	4,278.33*
VETERANS SERVICE			

PGM: GMCOMMV2	DATE 06-02-2020	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	9.60	472183
		9.60*
MOSQUITO CONTROL FUND		141,284.21**
CLARKE MOSQUITO CONTROL	56,730.00	472118
ALL-PHASE ELECTRIC SUPPLY	248.69	472123
JACK BROOKS REGIONAL AIRPORT	146.08	472136
M&D SUPPLY	109.99	472139
MUNRO'S	161.58	472142
OFFICE DEPOT	50.43	472144
UNITED PARCEL SERVICE	26.18	472165
LJA ENGINEERING INC	1,143.00	472213
AERO PERFORMANCE	310.66	472222
AIRGAS USA, LLC	26.40	472247
		58,953.01**
FEMA EMERGENCY		
SANITARY SUPPLY, INC.	284.50	472149
S.E. TEXAS BUILDING SERVICE	2,188.50	472154
LOWE'S HOME CENTERS, INC.	791.21	472188
SPRINT WASTE SERVICES LP	1,242.11	472224
PEERLESS EVENTS AND TENTS LLC	6,037.68	472255
ANGELIQUE FERNANDEZ	637.50	472257
RUSSELL WRIGHT	950.00	472258
RILEY LOVE	630.00	472259
KARA PENT	637.50	472260
		13,399.00**
BREATH ALCOHOL TESTING		
ALDINGER COMPANY	153.00	472217
		153.00**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	8,808.00	472254
		8,808.00**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,184.40	472220
		2,184.40**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	69.53	472180
		69.53**
COMMUNITY SUPERVISION FND		
TIME WARNER COMMUNICATIONS	146.72	472160
VERIZON WIRELESS	42.08	472180
UNITED STATES POSTAL SERVICE	159.14	472183
JCCSC	195.00	472209
		542.94**
JEFF. CO. WOMEN'S CENTER		
CITY OF BEAUMONT - WATER DEPT.	1,352.10	472116
ENTERGY	1,622.68	472131
HYDRO-CLEAN SERVICES, INC.	385.00	472133
ISI COMMERCIAL REFRIGERATION	105.00	472134
M&D SUPPLY	124.45	472139
MARKET BASKET	15.18	472140
OFFICE DEPOT	12.23	472144
SYSCO FOOD SERVICES, INC.	944.79	472157
TEXAS ASSN. OF COUNTIES - RISK	2,025.00	472162
VERIZON WIRELESS	15.78	472180
SAM'S CLUB DIRECT	41.14	472216
		6,643.35**
MENTALLY IMPAIRED OFFEND.		
TEXAS ASSN. OF COUNTIES - RISK	409.00	472162
		409.00**
COMMUNITY CORRECTIONS PRG		
TEXAS ASSN. OF COUNTIES - RISK	1,809.00	472162
		1,809.00**
DRUG DIVERSION PROGRAM		

PGM: GMCOMMV2	DATE 06-02-2020	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS ASSN. OF COUNTIES - RISK	1,000.00	472162 1,000.00**
LAW OFFICER TRAINING GRT		
ENTERGY	8.62	472132 8.62**
COVID 19 GRANTS		
CARDINAL GLASS, INC.	2,610.00	472115
GALLS LLC	7,900.00	472229 10,510.00**
COUNTY CLK RECORDS ARCHIV		
MANATRON	21,508.17	472200 21,508.17**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	227.94	472180 227.94**
HOTEL OCCUPANCY TAX FUND		
THE LABICHE ARCHITECTURAL GROUP	738.75	472114
MUNRO'S	36.75	472142
TIME WARNER COMMUNICATIONS	120.58	472158
TRIANGLE BLUE PRINT CO., INC.	97.29	472163
COASTAL SPRINKLER COMPANY	400.00	472167
UNITED STATES POSTAL SERVICE	8.70	472183
LA RUE ROUGEAU	169.63	472198
MATERA PAPER COMPANY INC	1,728.84	472219
CINTAS CORPORATION	322.62	472234
GRINNELL COMPUTERS	125.00	472235 3,748.16**
CAPITAL PROJECTS FUND		
LJA ENGINEERING INC	3,118.08	472213 3,118.08**
AIRPORT FUND		
ACE GLASS & MIRROR, INC.	1,209.86	472109
COASTAL WELDING SUPPLY	50.13	472121
MUNRO'S	81.65	472142
RALPH'S INDUSTRIAL ELECTRONICS	291.36	472147
VERIZON WIRELESS	37.99	472180
UNITED STATES POSTAL SERVICE	.84	472183
LOWE'S HOME CENTERS, INC.	298.04	472187
INDUSTRIAL DISPOSAL SUPPLY CO	147.50	472206
SOUTHEAST TEXAS PARTS AND EQUIPMENT	295.10	472221
PETROLEUM MATERIALS LLC	819.26	472227 3,231.73**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	59,219.59	472241
NEUROMUSCULAR CORPORATE SOLUTIONS	20,400.00	472248 79,619.59**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	1,224.67	472197 1,224.67**
SHERIFF'S FORFEITURE FUND		
PHILPOTT MOTORS, INC.	645.05	472146
GALLS LLC	3,212.00	472228
VIGILANT SOLUTIONS LLC	7,350.00	472236 11,207.05**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	15,387.00	472098
JEFFERSON CTY. TREASURER	15,959.67	472099
INTERNAL REVENUE SERVICE	208.00	472100
JEFFERSON CTY. TREASURER - HEALTH	553,767.41	472101
JEFFERSON CTY. TREASURER - PAYROLL	1,786,335.78	472102
JEFFERSON CTY. TREASURER - PAYROLL	590,852.44	472103
JEFFERSON CTY. TREASURER - TCDRS	674,604.78	472104

PGM: GMCOMMV2	DATE	PAGE: 7
	06-02-2020	77
NAME	AMOUNT	CHECK NO. TOTAL
BELINDA M ZURITA	230.77	472105
TRELLIS COMPANY	260.93	472106
		3,637,606.78**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	265.95	472180
		265.95**
MARINE DIVISION		
A&A ELECTRIC CO OF BEAUMONT INC	411.65	472107
W.W. GRAINGER, INC.	867.27	472130
JACK BROOKS REGIONAL AIRPORT	378.32	472136
SUN COAST RESOURCES, INC.	6,978.56	472156
VERIZON WIRELESS	873.77	472179
BUMPER TO BUMPER	121.60	472195
THE DINGO GROUP-PETE JORGENSEN MARI	391.65	472201
INDUSTRIAL & COMMERCIAL MECHANICAL	225.00	472214
		10,247.82**
		4,033,670.11***



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 2nd day of June, 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 2nd day of June, 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****June 2, 2020**

Receive and file executed short term lease between Jefferson County and Mr. William E. Kestler for parking during construction work on the County Healthcare facility.

**AGENDA ITEM****May 26, 2020**

Consider, possibly approve and authorize the County Judge to execute a short term lease between Jefferson County and Mr. William E. Kestler for parking during construction work on the county healthcare facility.

Lease Agreement

In consideration of \$400.00 per month and other good and valuable consideration, Jefferson County agrees to lease certain tracts of land described as S 120' OF LT 15 THRU 18 & ADJOINING 10' ALLEY BLK 151 CITY OF PORT ARTHUR " from William Edward Kestler for the purposes of providing employee parking during the reconstruction work at the county healthcare facility. It is understood Jefferson County will maintain said property in a safe and useful manner for the purposes of parking passenger vehicles during working hours until reconstruction work is complete.

Beginning Date: May 1, 2020. Ending Date: TDB (end of healthcare reconstruction)

Signed and Agreed To By:



Jefferson County

Date 5.26.2020



William E. Kestler

Date 5/27/20

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 SERVICES

State of Texas

County of Jefferson

On this 1st day of June, 2020 I have offered to provide my services to the Jefferson County, Texas as a cleaning person. I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County; and
2. I will strictly observe the protocol provided to me, by the County office in which I work, as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept **\$15** dollars per hour for my services and that I will work as assigned on the days scheduled for me. If I need to reschedule my work time, I will call Emergency Management; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and

Signed this 29th day of May, 2020

Jordin Roberts

Signature

Printed Contractor name: Jordin Roberts

Special, June 02, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, June 02, 2020