

**Regular, 8/8/2023 10:30:00 AM**

BE IT REMEMBERED that on August 08, 2023, 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 Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda  
August 08, 2023*

Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Cary Erickson, 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  
August 08, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **08th** day of **August 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting 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:

**9:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**9:30 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, 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 receive information from the Jefferson**

*Notice of Meeting and Agenda*  
*August 08, 2023*

**County Health Department regarding amending the current Jefferson County Policies for the Disposition of Deceased Paupers.**

**11:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**11:30 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**1:30 pm - WORKSHOP - To discuss FY 2023/2024 pending Budget Items.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.**

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

**Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.**

**Please be mindful that the audio portion of this meeting will be of better quality from the website.**

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

*Notice of Meeting and Agenda*  
*August 08, 2023*

**PURCHASING:**

- (a). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County with TRP Construction Group, LLC.

SEE ATTACHMENTS ON PAGES 10 - 13

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file Change Order No. 1 for Contract No. IFB 22-071/JW Mesquite Point Public Boat Ramp (Texas Parks and Wildlife Department Contract No. CA-0000997) with Brizo Construction for (44) additional contract working days, bringing the total number of working days from (142) days up to (186) days; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a combination of Texas Parks and Wildlife Department grant funds, Chenier donation funds, and County ARPA.

SEE ATTACHMENTS ON PAGES 14 - 14

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file Change Order No. 1 for (IFB 23-038/MR) 50 Ton Gooseneck Trailer for Jefferson County Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 for a total amount of \$2,500.00 to provide and install a full width quarter inch tread plate deck on the trailer bringing the total contract amount from \$91,175.00 to \$93,675.00 with Choice Trailer Manufacturing, LTD.

SEE ATTACHMENTS ON PAGES 15 - 15

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda  
August 08, 2023*

- (d). Consider and approve a discretionary exemption as authorized by Local Government Code 262.024(a)(11) for vehicle and equipment repairs for helicopter repairs with South Air Helicopter, Inc. in the approximate amount of \$60,000.00.

SEE ATTACHMENTS ON PAGES 16 - 17

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (e). Consider and approve acceptance of the two percent (2%) non-refundable, earnest money deposit required from the award of (IFB 23-031/MR), Sale of Vacant Land Located on Viterbo Road in Jefferson County from Bria Investments, LLC in the amount of \$6,060.00.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve County Judge to submit Urgent Need National Objective Self-Certification Forms for the Jefferson County Home Buyout Program contract 20-066-036-C242 with the Texas GLO.

SEE ATTACHMENTS ON PAGES 18 - 23

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (b). Consider and approve subrecipient agreement for TDEM-Administered Grant Awards.

SEE ATTACHMENTS ON PAGES 24 - 72

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (c). Consider and approve budget transfer – Port Arthur Maintenance – additional cost for tools.

*Notice of Meeting and Agenda  
August 08, 2023*

SEE ATTACHMENTS ON PAGES 73 - 73

120-6084-416-3084	MINOR EQUIPMENT	\$2,000.00	
120-6084-416-4009	BUILDINGS AND GROUNDS		\$2,000.00

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (d). Consider and approve budget amendment – Transfer Out – Ford Park – additional subsidy and use other available funds to make a total transfer of \$368,000 for 4th quarter funding.

SEE ATTACHMENTS ON PAGES 74 - 74

120-0000-491-8026	SETEC FUND 550	\$243,617.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$243,617.00

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (e). Consider and approve budget transfer – Mid-County Maintenance – additional cost for services.

SEE ATTACHMENTS ON PAGES 75 - 75

120-6085-416-5077	CONTRACTUAL SERVICE	\$480.00	
120-6085-416-5048	PEST CONTROL	\$195.00	
120-6085-416-4009	BUILDINGS AND GROUNDS		\$675.00

**Motion by: Pierce**

**Second by: Erickson**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

- (f). Regular County Bills – check #508678 through check #508916.

SEE ATTACHMENTS ON PAGES 76 - 83

**Motion by: Pierce**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **COMMUNITY SUPERVISION:**

- (a). Consider, possibly approve, receive and file FY 2024-2025 budget for Adult Probation pursuant to the Local Government Code.

SEE ATTACHMENTS ON PAGES 84 - 88

**Motion by: Sinegal**  
**Second by: Erickson**  
**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a). Receive and file executed Resolution approving settlement of Jefferson County, Texas' claims asserted against Volkswagen and related entities in re Volkswagen Clean Diesel Litigation, Cause No. D-1-GN-00370 pending in the 353rd District Court of Travis County, Texas.

SEE ATTACHMENTS ON PAGES 89 - 90

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b). Consider and possibly approve extension of burn ban issued by the County Judge effective July 28, 2023, pursuant to Sec 352.081, Texas Local Government Code

SEE ATTACHMENTS ON PAGES 91 - 91

**Motion by: Sinegal**  
**Second by: Alfred**  
**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

*Notice of Meeting and Agenda*  
*August 08, 2023*

**ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve Tracts 42-A & 42-B, 2.617 acres of land, Replat of Part of Lot 42 Beauxart Gardens, Jefferson County, Texas. This property is located on Central Drive in Precinct #2. It is in the City of Port Arthur ETJ and has met all of Jefferson County and the City of Port Arthur platting requirements.

SEE ATTACHMENTS ON PAGES 92 - 92

**Motion by: Sinegal**

**Second by: Alfred**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

- (a). Consider and possibly approve a Resolution recognizing Kathleen Wingate for her 5 years and 8 months of service to Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 93 - 93

**Motion by: Alfred**

**Second by: Pierce**

**In Favor: Branick, Pierce, Erickson, Sinegal, Alfred**

**Action: APPROVED**

**OTHER BUSINESS:**

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA  
WITHOUT TAKING ACTION.**

**Receive reports from Elected Officials and staff on matters of community interest without taking action.**

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



*Notice of Meeting and Agenda*  
*August 08, 2023*

**Regular, August 08, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 08, 2023.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted for the following items: Roadway Pavement Markings for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 23-027/MR), Term Contract for Roadway Pavement Markings for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

  
\_\_\_\_\_  
Jeff R. Branick, County Judge  
JEFFERSON COUNTY, TEXAS

8/8/2023  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk  
JEFFERSON COUNTY, TEXAS

8/8/2023  
\_\_\_\_\_  
Date



**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

TRP CONSTRUCTION GROUP, LLC

Company Name

7375 FRINT DRIVE

Address

BEAUMONT, TEXAS 77705

City State Zip

Signature of Person Authorized to Sign

Debbie Distefano

Printed Name

General Manager

Title

**For clarification of this offer, contact:**

Debbie Distefano General Manager

Name & Title

409-842-3115 N/A

Phone Fax

debbied@trpconstructiongroup.com

E-mail

**REQUIRED FORM  
Bidder: Please complete this form  
and include with bid submission.**

**Preliminary Tabulation**  
**IFB 23-027/MR**  
**Term Contract for Roadway Pavement Markings for Jefferson County**

TRP Construction  
 Group, LLC

Item	Description	Unit	Cost
1	Reflective Pavement Marking Type I, 4" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$0.75
2	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$1.15
3	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$19.00
4	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Asphalt	Linear Foot	\$0.75
5	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Asphalt	Linear Foot	\$1.15
6	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Asphalt	Linear Foot	\$1.47
7	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Asphalt	Linear Foot	\$10.00
8	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Asphalt	Linear Foot	\$19.00
9	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Asphalt	Linear Foot	\$0.95
10	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Asphalt	Linear Foot	\$0.95
11	Raised Pavement Marking Type II AA, Yellow for Asphalt	Each	\$5.00
12	Raised Pavement Marking Type IC, White for Asphalt	Each	\$5.00
13	Raised Pavement Marking Type ICR, Clear Red for Asphalt	Each	\$5.00
14	Daily Call Out Rate for Asphalt (Shall include all daily costs associated with mobilization, preparation of rights-o-way, barricades, signs and traffic handling necessary to perform striping work.	Per Day	\$3,500.00
15	Reflective Pavement Marking Type I, 4" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$1.75

Item	Description	Unit	Cost
16	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$2.15
17	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$35.00
18	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Concrete	Linear Foot	\$1.75
19	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Concrete	Linear Foot	\$2.60
20	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Concrete	Linear Foot	\$3.80
21	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Concrete	Linear Foot	\$20.00
22	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Concrete	Linear Foot	\$35.00
23	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Concrete	Linear Foot	\$1.85
24	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Concrete	Linear Foot	\$1.85
25	Raised Pavement Marking Type II AA, Yellow for Concrete	Each	\$5.00
26	Raised Pavement Marking Type IC, White for Concrete	Each	\$5.00
27	Raised Pavement Marking Type ICR, Clear Red for Concrete	Each	\$5.00
28	Daily Call Out Rate for Concrete (Shall include all daily costs associated with mobilization, preparation of rights-o-way, barricades, signs and traffic handling necessary to perform striping work.	Per Day	\$3,500.00
29	Additional Costs (Any other additional costs must be included on this Bid Form)		N/A

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

TRP Construction Group, LLC  
 Debbie Distefano  
 7375 Frint Dr.  
 Beaumont, TX 77705  
 (phone) 409-842-3115  
[debbied@trpconstructiongroup.com](mailto:debbied@trpconstructiongroup.com)

# BRIZO CONSTRUCTION

WWW.BRIZOCONSTRUCTION.COM

8.02.2023

Michelle Falgout

Jefferson County

Project Name: Mesquite Point Public Boat Ramp Project

Project Number: IFB 22-071/JW (Contract No. CA-0000997)

RE: Time Extension Letter

Ms. Falgout,

Brizo Construction would like to request a time extension for the above-referenced project. The reasons for this time suspension are as follows.

1. The submittal process for the permanent sheet piles took longer than expected. The submittal got approved on 5/1/2023. After notifying our vendor of the approved submittal, it took several weeks to procure, produce, and deliver the materials to the project. Material was delivered 6/13/2023.
2. During construction, Brizo discovered an additional existing concrete extending beyond the limits shown in the plans. This material had to be removed to allow installation of the remainder of the temporary cofferdam.
3. Delays due to equipment issues related to manufactures' expectations and unexpected labor issues.

Brizo is requesting that 44 days be added to the contract. Project will be substantially completed by October 6, 2023, and will be fully complete by October 25, 2023. Brizo understands there will be no extension beyond this date and liquidated damages will begin October 25, 2023, if the project is not completed.

Regards,

Jay Kshatriya

Project Engineer



JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST  
DATE

8/8/2023



# Trailer Quote

**Choice Trailer Manufacturing, LTD**  
 25825 FM 529 RD, Katy, TX 77493

Date	Quote No.
7/31/2023	CT230731

SHIP TO:  
 Jefferson County, Texas

TO:

Description	Unit Price	Qty	Total
Full width quarter inch tread plate deck	2,500.00	1	2,500.00
<b>Total</b>			<b>\$2,500.00</b>

# South Air Helicopters, Inc.

17402 County Road 127

Pearland, TX 77581

(281) 648-5187 (281) 648-5196 Fax

FAA Repair Station: XR1R622K

	Invoice #
7/26/23	23028B

## Bill To

Jefferson Auditors Office  
1149 Pearl St., 7th Floor  
Beaumont, TX 77701

Invoice Description		Terms	Acft Serial No.	Acft Reg No.
60 month		Net 30	53775	N602SD
Quantity	Part No	Description	Price / Rate	Total
329	Labor 1	Annual	105.00	34,545.00
14.5	Labor 1	Admin	105.00	1,522.50
26	Labor 1	Mast	105.00	2,730.00
43	Labor 1	Transmission	105.00	4,515.00
24	Labor 1	Free Wheeling Unit	105.00	2,520.00
20	Labor 1	T/R Gearbox	105.00	2,100.00
23	Labor 1	Discrepancies	105.00	2,415.00
	Outside Labor	ELT Check/Battery	1,205.50	1,205.50
1	406-340-105-101	SEAL	138.00	138.00
1	M83248/1-254	Packing	9.27	9.27
1	M83248/1-916	Packing	1.34	1.34
3	MS9372-029	Seal	9.90	29.70
1	407-340-102-101	SEAL	1,082.00	1,082.00
1	209-340-265-103	SEAL	419.00	419.00
1	206-040-279-101	PACKING	21.85	21.85
6	AS3209-011	O-RING	0.80	4.80
1	AS3209-240	ORING	7.75	7.75
1	AS3209-238	ORING	8.65	8.65
1	AS3209-034	PACKING	8.35	8.35
1	AS3209-036	PACKING	13.20	13.20
1	AS3209-140	PACKING	8.85	8.85
1	M83248/1-016	Packing	1.05	1.05
1	406-310-405-105	Bearing	2,472.00	2,472.00
1	407-340-005-101	SEAL	904.00	904.00
4	S-3532EC-11	BOLT	88.55	354.20
4	MS20002C4	WASHER	0.50	2.00
1	S-2501EC-1	PLACARD	49.45	49.45
1	AS3209-113	PACKING	12.50	12.50

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



# South Air Helicopters, Inc.

17402 County Road 127

Pearland, TX 77581

(281) 648-5187 (281) 648-5196 Fax

FAA Repair Station: XR1R622K

	Invoice #
7/26/23	23028B

## Bill To

Jefferson Auditors Office

1149 Pearl St., 7th Floor

Beaumont, TX 77701

Invoice Description		Terms	Acft Serial No.	Acft Reg No.
60 month		Net 30	53775	N602SD
Quantity	Part No	Description	Price / Rate	Total
3	NAS1149D0416J	WASHER	0.35	1.05
3	NAS1149D0463J	WASHER	0.20	0.60
1	AS3209-277	PACKING	21.95	21.95
1	AS3209-012	PACKING	2.35	2.35
1	AS3209-236	Packing	5.30	5.30
1	AS3209-258	Packing	13.90	13.90
1	AS3209-162	ORING	5.40	5.40
1	NAS6605D28	Bolt	6.25	6.25
2	AS3208-04	PACKING	3.25	6.50
5	Royco 555	Oil	29.11	145.55
5	Royco 560	Oil	28.43	142.15
1	MS15795-742	Washer	0.55	0.55
3	MS27039-1-06	SCREW	0.25	0.75
1	NAS1149D0316K	WASHER	0.20	0.20
1	NAS1149D0332K	WASHER	0.25	0.25
1	60-004-2	GROMMET	10.70	10.70
5	MS21043-5	NUT	2.30	11.50
1	23066697	CEFA Filter	312.00	312.00
1	204-040-760-109	Transmission filter	386.00	386.00
1	222-366-643-001	ELEM-FUEL FILTER	261.00	261.00
4	CCR274CS3-02	RIVET	0.27	1.08
	Consumables	Supplies	200.00	200.00
	Freight	Freight Charge	1,355.68	1,355.68

PARTS AND SERVICES SOLD OR PERFORMED CONFORM TO MANUFACTURER'S APPROVED PARTS STANDARD AND FAA REQUIREMENTS.

FAA: XR1R622K

<b>Total</b>	<b>\$59,991.67</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$59,991.67</b>



**Texas General Land Office**  
**Community Development and Revitalization**  
**Urgent Need National Objective Self-Certification Form**



<b>Funding Source:</b> (Harvey, 2016 Floods, etc.) Harvey 2017	<b>Federal Award Number:</b> (as reported on line 5b. of your Application for Federal Assistance SF-424 Form) 13-17-DM-48-0001
<b>Subrecipient/State:</b> Jefferson County, Texas	<b>Contract #:</b> 20-066-036-C242

**Service Area and Project Name:** SETRPC - Jefferson County Buyout Program

Under 24 CFR 570.483(d), activities served under the urgent need national objective must clearly document that the community's needs having a particular urgency and demonstrate that the designed project will alleviate existing conditions which pose an immediate threat to the health and welfare of the community. However, HUD has expressly waived this requirement via Choose the applicable Federal Register and has issued the following alternative:

"A grantee need not issue formal certification statements to qualify an activity as meeting the urgent need national objective. Instead, it must document how each program and/or activity funded under the urgent need national objective responds to a disaster-related impact. For each activity that will meet an urgent need national objective, the grantee must reference in its action plan needs assessment the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing over the course of the applicable deadline for the expenditure of obligated grant funds."

### Project Description

Provide information from the needs assessment documenting how the activity responds to the disaster-related impact:

Resident: Lisa Opry (David) Brown 9510 Gilbert Rd. Beaumont, Texas 77705.

The home has flooded multiple times and is located within the Jefferson County DRRA and 100-year flood plain.  
 Legal Description: TR 119.711 559 JNO Tucker Hwy 365 & Gilbert Rd.

<b>Certification of Signature</b>	
By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C 3729.	
Printed Name of Elected Official:	Title:
Signature:	Date:

***Disclaimer:*** *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



**Texas General Land Office**  
**Community Development and Revitalization**  
**Urgent Need National Objective Self-Certification Form**



<b>Funding Source:</b> (Harvey, 2016 Floods, etc.) <b>Harvey 2017</b>	<b>Federal Award Number:</b> (as reported on line 5b. of your Application for Federal Assistance SF-424 Form) <b>13-17-DM-48-0001</b>
<b>Subrecipient/State:</b> Jefferson County, Texas	<b>Contract #:</b> 20-066-036-C242

**Service Area and Project Name:** SETRPC - Jefferson County Buyout Program

Under 24 CFR 570.483(d), activities served under the urgent need national objective must clearly document that the community's needs having a particular urgency and demonstrate that the designed project will alleviate existing conditions which pose an immediate threat to the health and welfare of the community. However, HUD has expressly waived this requirement via Choose the applicable Federal Register and has issued the following alternative:

"A grantee need not issue formal certification statements to qualify an activity as meeting the urgent need national objective. Instead, it must document how each program and/or activity funded under the urgent need national objective responds to a disaster-related impact. For each activity that will meet an urgent need national objective, the grantee must reference in its action plan needs assessment the type, scale, and location of the disaster-related impacts that each program and/or activity is addressing over the course of the applicable deadline for the expenditure of obligated grant funds."

### Project Description

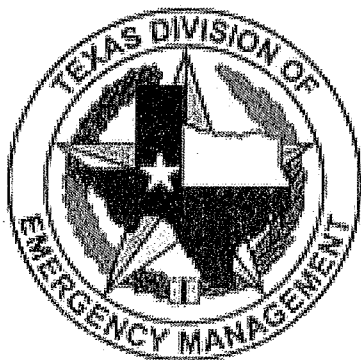
Provide information from the needs assessment documenting how the activity responds to the disaster-related impact:

Resident: Elizabeth (Luther) Simmons 5220 Roberts Rd. Beaumont, Texas 77705.

The home has flooded multiple times and is located within the Jefferson County DRRR and 100-year flood plain. The home has some severe wall issues, electrical sockets, bathroom and kitchen counter top issues.  
 Legal Description: Tyrrell Park Unit B TRS 43-44 LT 35B.

<b>Certification of Signature</b>	
By signing this form, the elected official certifies that the information provided is true and accurate to the best of his/her knowledge and belief. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C 3729.	
Printed Name of Elected Official:	Title:
Signature:	Date:

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interlm period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*



Texas Division of Emergency Management

**Subrecipient Agreement for  
TDEM-Administered Grant  
Awards**

Date Revised: May 1, 2023



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## Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

## Subrecipient Information

### Entity Information

Entity Name: \_\_\_\_\_

EIN/TIN: \_\_\_\_\_

UEI: \_\_\_\_\_ UEI Expiration Date: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip (+4) \_\_\_\_\_ - \_\_\_\_\_

### Subrecipient Contacts

#### Primary Contact

Serves as the primary point of contact for project(s).

Name: \_\_\_\_\_ Position/Job Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

#### Certifying Official

Serves as the official representative of the organization.  
Must possess the authority to obligate funds & enter into contracts for the organization.

Name: \_\_\_\_\_ Position/Job Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

#### Authorized Agent

*(if different than the Certifying Official)*

Serves as an authority of the organization.  
Must possess the authority act on behalf of the Certifying Official.

Name: \_\_\_\_\_ Position/Job Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_



Texas Division of Emergency Management

# **Subrecipient Agreement for TDEM-Administered Grant Awards**

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## Revisions

**Rev. 01:** Overall language revisions to improve clarity through the agreement.

**Rev. 02:** Updates to 2 CFR and 44 CFR references throughout the document.

**Rev. 03:** Language has been updated to provide links to TDEM's main website where GMS was previously mentioned.

**Rev. 04:** Addition of a Subrecipient Letter.

**Rev. 05:** Addition of a contact page for Subrecipient Primary contacts.

**Rev. 06:** Revision of the word "Introduction" to "Authority" and "Terms and Conditions for FEMA Grant Awards Programs" to "Agreement" to align with language appropriate of a contract.

**Rev. 07:** Revisions to the mention of FEMA or DHS to DHS/FEMA throughout the document.

**Rev. 08:** Language to state that the terms "grant" and "award" would be used interchangeably through the document.

**Rev. 09:** Language added to clarify State or Federal Authority of the exhibits included in the agreement (Section II).

**Rev. 10:** Language added to clarify the non-inclusive list of program regulations are granted by Federal Authority (Section VI).

**Rev. 11:** Addition of requirement to completed Federal Procurement Training within a year of award (Section VII).

**Rev. 12:** Removal of mention of the Dun and Bradstreet Data Universal Number System (Section VIII).

**Rev. 13:** Deadlines for documentation submission updated to align with SAP (Section XX).

**Rev. 14:** Language added to include potential Enforcement actions (Section XIV) for non-compliance with Single Audit submissions (Section XI).

**Rev. 15:** Removal of the language to include "partial" termination of an award (Section XIII).

**Rev. 16:** Removal of specific Grants Management System workflows to become all inclusive of the grant related functions in GMS (Section XVIII).

**Rev. 17:** Removal of the Damage and Impact Identification language as this is listed in the Public Assistance SAP.

**Rev. 18:** Language added to clarify enforcement action for QPRs that do not show progression for two or more quarters (Section XXV).

**Rev. 19:** Addition of BRIC and PDM grant programs in the QPR requirements (Section XXV).

**Rev. 20:** Revision of the Equipment Records language to include where in federal guidance (2 CFR) to look for full rules and regulations (Section XXVI).

**Rev. 21:** Addition of FEMA GO for HMA grants (Section XXVII).

**Rev. 22:** Updates to the general RFI Policy to include language that an extension not to exceed 30 days may be granted at TDEM's discretion (Exhibit G).

**Rev. 23:** Addition of a Pre-Obligation RFI Policy for HMA grants to include a 15-day timeline for information requests beginning from the day an application begins review (Exhibit H).

**Rev. 24:** Inclusion of an acknowledgement that the subrecipient understands that TDEM will not award additional funding or time extensions unless previously approved (Grant Acknowledgement, Agreement and Signature).

**Rev. 25:** Subrecipient full signature is now a requirement to attest that they have read, agree, and will comply with all Exhibits (Grant Acknowledgement, Agreement and Signature).

## State of the Agreement

### Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F. R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

## Agreement

### I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.



## II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

## III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

#### IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.

#### V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Federal Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

#### VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities

- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

## VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars, terms and conditions of this award and the approved application.

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

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

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

Federal procurement training will be required in advance of funding, or as a condition of funding if additional monitoring is deemed appropriate by TDEM. Training must be completed within a year of award or before closeout of the award, whichever is sooner. TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training.

#### VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report

or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.

4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.
  - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.
  - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
  - c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.
5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at https://tdem.texas.gov.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property,

the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.

10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

#### IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
  - a. Micro purchase
  - b. Small purchase
  - c. Sealed bid
  - d. Competitive proposal
  - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate

actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).
  - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review. TDEM will not reimburse any expense for a debarred vendor or a vendor or Subrecipient that does not have a valid SAM.gov registration.
8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R §200.321.
9. Subrecipients must comply with the rules of recovered materials for procurements at 2 C.F.R §200.323.
10. Subrecipients must comply with the rules for domestic preferences for procurements at 2 C.F.R § 200.322.

#### X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

## XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement



to cooperate is included in any subcontract it awards.

3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

## XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338, and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.
2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

## XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's

acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
  - a. The reason(s) for such determination;
  - b. The effective date of such termination; and
  - c. The scope of the termination of the award.
  - d. Termination of an award is final.

#### XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the

activity or action not in compliance;

5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

#### XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

#### XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit

requirements, as set forth herein; and

4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

#### XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

#### XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

#### XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
  - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).

- b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
- a. Identifies the projects requiring an extension;
  - b. Explains the reason for an extension;
  - c. Indicates the percentage of work that has been completed;
  - d. Provides an anticipated completion date;
  - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

#### XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

#### XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

## XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the Public Assistance Program and Policy Guide. A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

## XXIII. Appeals

### 1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

## 2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

## XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

## XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15<sup>th</sup> of the month after the reporting period

ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

#### XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased equipment, reference 2 C.F.R. 200.313.

#### XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.



The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

## Exhibits

### Exhibit A: Assurance – Non-Construction Programs (See Standard Form 424B)

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

**Exhibit B: Assurances – Construction Programs**  
(See Standard Form 424D)

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

## Exhibit C: Certifications for Grant Agreements

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

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 or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
  - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).



- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
  - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
  6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
  7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
  8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
  9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
  10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

## Exhibit D: State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section \_\_.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

- 29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
  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 Clean Air Act of 1977, 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 [SAM.gov](http://SAM.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## Exhibit E: Environmental Review

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

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

## Exhibit F: Additional Grant Certifications

### 1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

#### a. Match Certifications

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

#### b. Duplication of Program Statement

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

#### c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

### 2. HMGP Only

#### a. Maintenance Agreement

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

#### b. Environmental Justice Statement

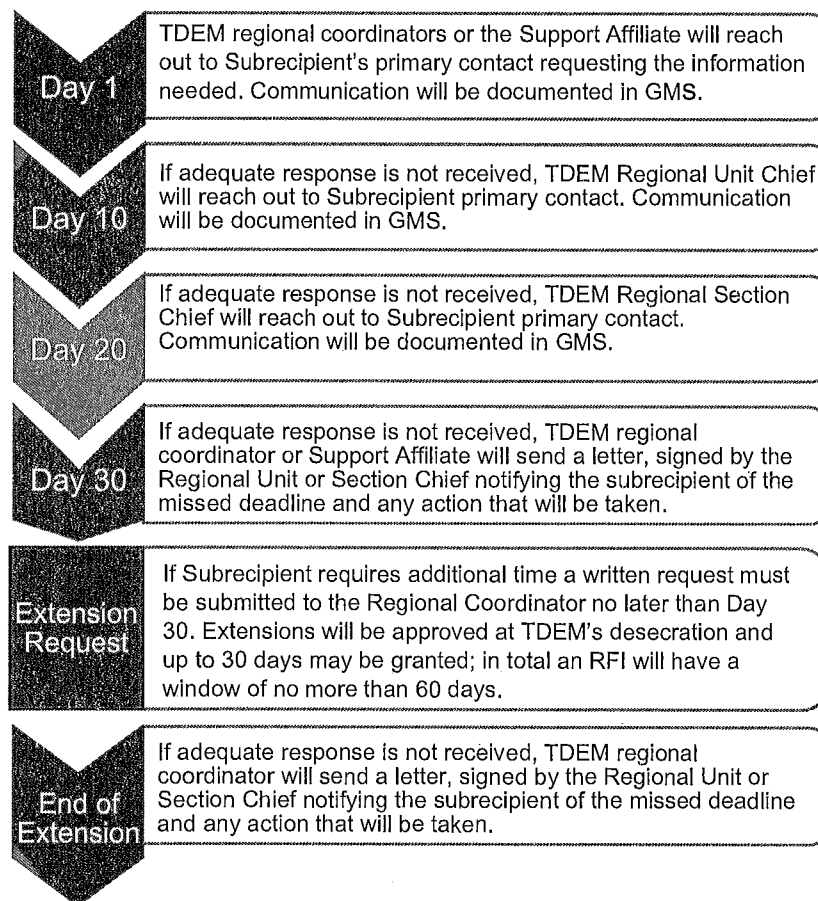
Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

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

## Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

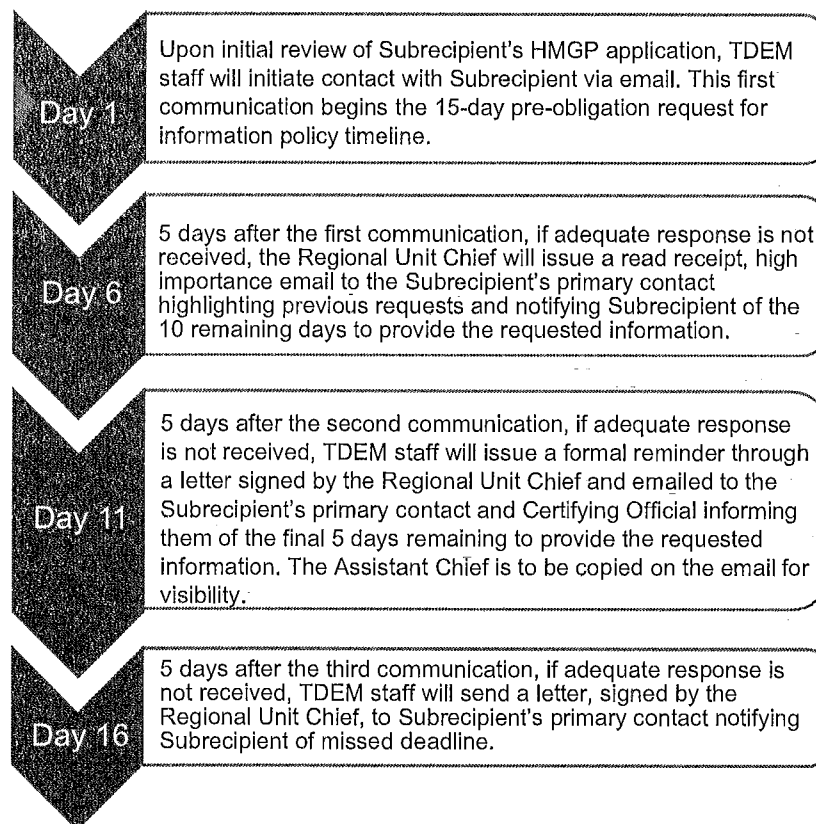




## Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.



## Exhibit I: Recoupment of Federal Funds

### Procedure Summary

- This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
- This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
- The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

### Procedure

#### 1. Applicability of Recoupment

- 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

#### 2. Recipient's Responsibilities

- 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

### 3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients

designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

- 3.1.6. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

### 3.2. Delinquent Accounts

#### 3.2.1. Delinquency Determination

- 3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.
- 3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.
- 3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

#### 3.2.2. Warrant Hold Process

- 3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

### 3.2.3. Referral to the Attorney General

- 3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.
- 3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:
  - 3.2.3.2.1. The size of the debt;
  - 3.2.3.2.2. The existence of any security or collateral;
  - 3.2.3.2.3. The likelihood of collection through passive means;
  - 3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and
  - 3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

### 3.2.4. Referral to the Attorney General

- 3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.
  - 3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.
  - 3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.
- 3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90<sup>th</sup> day after the first demand letter was sent.

- 3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

#### 4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

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#### **Related Statutes, Policies, or Requirements**

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- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

### Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, \_\_\_\_\_, the undersigned and Certifying Official of  
Printed Name

\_\_\_\_\_ certify that I have read and understand each section of the  
Subrecipient Name

of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

\_\_\_\_\_  
Signature Agreement Authority

\_\_\_\_\_  
Signature Agreement (Section I – XXIX)

\_\_\_\_\_  
Signature Exhibit A: Assurance – Non-Construction Programs

\_\_\_\_\_  
Signature Exhibit B: Assurance – Construction Programs

\_\_\_\_\_  
Signature Exhibit C: Certifications for Grant Agreements

\_\_\_\_\_  
Signature Exhibit D: State of Texas Assurances

\_\_\_\_\_  
Signature Exhibit E: Environmental Review Certification

\_\_\_\_\_  
Signature Exhibit F: Additional Grant Certifications

\_\_\_\_\_  
Signature

Exhibit G: Request for Information Policy

\_\_\_\_\_  
Signature

Exhibit H: Pre-Obligation Request for Information Policy

\_\_\_\_\_  
Signature

Exhibit I: Recoupment of Federal Funds

\_\_\_\_\_  
Signature

I understand that by signing these terms and conditions, only costs deemed eligible in the approved scope of work (SOW) for my award will be reimbursed. Additional funding or time extensions will not be made available unless previously approved.

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name, Title (e.g., Jane Doe, Mayor)**



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** PATRICK SWAIN  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** AUGUST 2, 2023

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The following budget transfer for the Port Arthur Maintenance is necessary for purchase of tools.

120-6084-416-3084	Minor Equipment	\$2,000
120-6084-416-4009	Buildings & Grounds	\$2,000

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** PATRICK SWAIN *PS*  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** AUGUST 3, 2023

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The following budget amendment for Transfer out – Ford Park is necessary to provide for additional subsidy. In addition, other funding will be utilized to provide a total transfer of \$368,000 for the 4<sup>th</sup> quarter operations.

120-0000-491-8026	Transfers Out – SETEC	\$243,617
120-9999-415-9999	Contingency	\$243,617

To: Fran Lee  
From: Mike Trahan  
Date: August 3, 2023  
Re: Budget transfer

Fran,

At this time is it possible to transfer \$480.00 from account number 120-6085-416-4009, Buildings and Grounds, to account number 120-6085-416-5077, Contractual Service. And \$195 from account number 120-6085-416-4009 Buildings and Grounds to account number 120-6085-416-5040, Pest Control. This is to cover cost of bills, for the rest of this budget year.

Please give me a call if there is a problem.

Thanks for your help with this transfer.

Sincerely,

Mike Trahan

Superintendent Pct. 2

NAME	AMOUNT	CHECK NO. 76	TOTAL 76
JURY FUND			
DAWN DONUTS	70.50	508850	70.50**
ROAD & BRIDGE PCT.#1			
SOUTHERN TIRE MART, LLC	1,338.38	508767	
LAKE COUNTRY CHEVROLET, INC.	42,897.20	508864	44,235.58**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	6,333.60	508698	
CITY OF NEDERLAND	160.46	508711	
EASTEX RUBBER & GASKET	358.68	508716	
CARY ERICKSON	1,051.64	508718	
ENTERGY	219.32	508724	
NEW WAVE WELDING TECHNOLOGY	12.00	508820	
BOSCO INDUSTRIES	250.00	508852	
CHARTER COMMUNICATIONS	166.75	508896	8,552.45**
ROAD & BRIDGE PCT. # 3			
RB EVERETT & COMPANY, INC.	120.16	508719	
AT&T	97.16	508755	
W. JEFFERSON COUNTY M.W.D.	28.77	508764	
HOWARD'S AUTO SUPPLY	284.23	508769	
US POSTAL SERVICE	378.00	508798	
TEXAS GAS SERVICE	168.32	508806	
WINDSTREAM	48.49	508813	
ON TIME TIRE	190.00	508836	
SAM'S CLUB DIRECT	196.42	508838	
ODP BUSINESS SOLUTIONS, LLC	9.11	508898	
MUNRO'S UNIFORM SERVICES, LLC	131.95	508899	1,652.61**
ROAD & BRIDGE PCT.#4			
CHUCK'S WRECKER SERVICE	1,350.00	508706	
ENTERGY	1,322.54	508724	
SANITARY SUPPLY, INC.	545.32	508748	
SMART'S TRUCK & TRAILER, INC.	65.01	508751	
W. JEFFERSON COUNTY M.W.D.	71.86	508764	
UNITED STATES POSTAL SERVICE	1.11	508791	
MARTIN PRODUCT SALES LLC	9,878.40	508814	
INTERSTATE ALL BATTERY CENTER - BMT	285.90	508823	
ASCO	1,110.00	508841	
O'REILLY AUTO PARTS	139.90	508865	
GULF COAST	190.30	508871	
ODP BUSINESS SOLUTIONS, LLC	63.80	508898	
MUNRO'S UNIFORM SERVICES, LLC	67.71	508899	15,091.85**
ENGINEERING FUND			
AMAZON CAPITAL SERVICES	108.05	508902	108.05**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	80.39	508709	
ENTERGY	115.18	508724	
W. JEFFERSON COUNTY M.W.D.	82.54	508764	
SAM'S CLUB DIRECT	625.50	508838	
O'REILLY AUTO PARTS	65.90	508865	
GULF COAST	2,159.22	508871	3,128.73**
GENERAL FUND			
MARKET BASKET	60.58	508738	
ALLIED BAIL BOND	500.00	508825	
RAM CREDIT ASSOCIATION	235.95	508914	
RAM CREDIT ASSOCIATION	506.78	508915	
DOMINO'S PIZZA - NEDERLAND/GROVES	212.24	508916	1,515.55*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	366.00	508754	
UNITED STATES POSTAL SERVICE	505.65	508791	
UNITED STATES POSTAL SERVICE	23.55	508792	
ATTABOY TERMITE & PEST CONTROL	48.45	508824	
COASTAL BUSINESS FORMS	902.59	508842	
ODP BUSINESS SOLUTIONS, LLC	774.68	508898	2,620.92*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	826.80	508732	
MOORMAN & ASSOCIATES, INC.	340.00	508740	
PINNACLE MEDICAL MANAGEMENT CORP	245.00	508744	
UNITED STATES POSTAL SERVICE	2.24	508791	
SIERRA SPRING WATER CO. - BT	74.47	508795	
TEXAS PRIMA	75.00	508819	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	316.00	508851	1,879.51*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	3.24	508791	
ODP BUSINESS SOLUTIONS, LLC	381.02	508898	384.26*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	356.91	508791	
UNITED STATES POSTAL SERVICE	49.74	508792	406.65*
COUNTY JUDGE			
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	508737	
ORGAIN BELL & TUCKER LLP	500.00	508742	
UNITED STATES POSTAL SERVICE	44.03	508791	1,044.03*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.14	508791	4.14*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	190.37	508791	
ODP BUSINESS SOLUTIONS, LLC	34.70	508898	225.07*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	2,154.65	508878	
BOSWORTH PAPERS	185.26	508881	2,339.91*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	941.65	508717	
UNITED PARCEL SERVICE	3.84	508762	
UNITED STATES POSTAL SERVICE	80.68	508791	1,026.17*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	508732	
VERIZON WIRELESS	303.94	508786	
CROWN CASTLE INTERNATIONAL	1,939.38	508809	
FIBERLIGHT LLC	1,998.75	508875	
BOSWORTH PAPERS	1,759.20	508881	
K2 TOWERS III, LLC	2,435.00	508887	
CHARTER COMMUNICATIONS	646.47	508891	9,122.74*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	257.84	508791	257.84*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	17,980.00	508730	
NELL MCCALLUM & ASSOC., INC.	572.80	508739	
TEXAS DISTRICT & COUNTY ATTY ASSN.	500.00	508757	
UNITED STATES POSTAL SERVICE	115.45	508791	

NAME	AMOUNT	CHECK NO.	TOTAL
U.S. LEGAL SUPPORT - HOUSTON	1,345.85	508800	
FUNCTION 4 LLC	90.00	508853	
ACCURATE LEGAL VIDEO SERVICES	2,395.00	508854	
ODP BUSINESS SOLUTIONS, LLC	458.72	508898	
			23,457.82*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	301.32	508791	
AERIALINK, LLC	188.18	508877	
CHAPMAN VENDING	303.86	508884	
			793.36*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,431.25	508702	
THOMAS J. BURBANK PC	750.00	508704	
UNITED STATES POSTAL SERVICE	8.53	508791	
ADA V. CHRISTY, CSR	3,124.00	508805	
			7,313.78*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	717.39	508732	
UNITED STATES POSTAL SERVICE	.63	508791	
			718.02*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.61	508791	
LEXIS-NEXIS	172.00	508793	
			173.61*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	1,661.25	508704	
CHEROKEE COUNTY CLERK	540.00	508714	
WENDELL RADFORD	2,660.40	508747	
BRUCE N. SMITH	800.00	508752	
UNITED STATES POSTAL SERVICE	87.18	508791	
JUDGE RAQUEL WEST	151.37	508803	
SUMMER TANNER	530.00	508816	
ODP BUSINESS SOLUTIONS, LLC	100.57	508898	
			6,530.77*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	623.60	508700	
CATHERINE BRUNEY	200.00	508728	
GLEN M. CROCKER	1,050.00	508797	
			1,873.60*
317TH DISTRICT COURT			
TRACEY D. BURK	68.00	508705	
KIMBERLY PHELAN, P.C.	325.00	508812	
ALLEN PARKER	110.00	508828	
ODP BUSINESS SOLUTIONS, LLC	115.37	508898	
			618.37*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	76.46	508791	
			76.46*
JUSTICE COURT-PCT 1 PL 2			
FUNCTION 4 LLC	599.00	508853	
			599.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	57.97	508791	
DIRECTV, LLC	104.71	508888	
			162.68*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	134.90	508792	
			134.90*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.78	508791	
SIERRA SPRING WATER CO. - BT	79.49	508794	
			83.27*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
DAVID GROVE	550.00	508699	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	508737	
UNITED STATES POSTAL SERVICE	.63	508791	
LANGSTON ADAMS	400.00	508804	
WILLIAM MARCUS WILKERSON	250.00	508839	
LINDSEY SCOTT	250.00	508848	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	508883	2,100.63*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	900.00	508704	
UNITED STATES POSTAL SERVICE	3.22	508791	
JOEL WEBB VAZQUEZ	250.00	508811	
KIMBERLY PHELAN, P.C.	500.00	508812	
LAURIE PEROZZO	400.00	508826	
MATUSKA LAW FIRM	350.00	508844	2,403.22*
COURT MASTER			
KENT W JOHNS	1,000.00	508833	1,000.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	2.69	508791	2.69*
SHERIFF'S DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	24.95	508735	
AT&T	390.46	508755	
UNITED STATES POSTAL SERVICE	658.92	508791	
ATTABOY TERMITE & PEST CONTROL	62.67	508824	
NEIGHBORHOOD VETERINARY CENTERS LLC	653.86	508889	
BEAUMONT OCCUPATIONAL SERVICES	97.95	508905	1,888.81*
CRIME LABORATORY			
FED EX	24.10	508722	
LIPOMED	48.80	508831	
WORKQUEST	145.00	508885	217.90*
JAIL - NO. 2			
AAA LOCK & SAFE	240.00	508696	
BOB BARKER CO., INC.	1,968.30	508701	
COASTAL WELDING SUPPLY INC	280.00	508713	
ECOLAB	299.33	508715	
ENTERGY	40,280.88	508725	
JACK BROOKS REGIONAL AIRPORT	794.24	508731	
JOHNSON SUPPLY	55.64	508734	
M&D SUPPLY	68.78	508736	
OVERHEAD DOOR CO.	4,742.63	508743	
AT&T	1,117.20	508755	
LOWE'S HOME CENTERS, INC.	15.20	508801	
WORLD FUEL SERVICES	2,457.75	508827	
INDUSTRIAL & COMMERCIAL MECHANICAL	8,615.00	508837	
CORRHEALTH PLLC	171,165.02	508860	
TRINITY SERVICES GROUP INC	29,746.66	508870	
JCN OIL SERVICE	125.00	508873	
ODP BUSINESS SOLUTIONS, LLC	947.14	508898	262,918.77*
JUVENILE PROBATION DEPT.			
FED EX	82.31	508721	
CHERYL TARVER	65.50	508766	
UNITED STATES POSTAL SERVICE	3.90	508791	
NISHA AMIN	415.00	508818	
ROXANA MITCHELL	116.59	508849	
SHERONDA LEE	107.42	508857	
EDWIN JAY FRANK	183.40	508861	
CHARITY HIGHTOWER	301.96	508863	
BRENDA WOOD	117.90	508876	
NICOLE BONSALE	107.42	508903	
LAQUITA TORRES	91.70	508909	1,593.10*
JUVENILE DETENTION HOME			

NAME	AMOUNT	CHECK NO.	TOTAL
OVERHEAD DOOR CO.	362.75	508743	
BEN E KEITH COMPANY	4,907.22	508810	
ATTABOY TERMITE & PEST CONTROL	77.10	508824	
INDUSTRIAL & COMMERCIAL MECHANICAL	262.00	508837	
BIG THICKET PLUMBING INC	502.50	508862	
FLOWERS BAKING COMPANY OF HOUSTON	146.86	508900	6,258.43*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	24.95	508735	
UNITED STATES POSTAL SERVICE	28.60	508791	53.55*
CONSTABLE-PCT 4			
UNITED STATES POSTAL SERVICE	30.40	508791	30.40*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	15.20	508791	
ODP BUSINESS SOLUTIONS, LLC	229.65	508898	244.85*
CONSTABLE PCT. 8			
POSTMASTER	499.59	508746	
ODP BUSINESS SOLUTIONS, LLC	157.87	508898	657.46*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	12,925.00	508829	12,925.00*
AGRICULTURE EXTENSION SVC			
ODP BUSINESS SOLUTIONS, LLC	111.25	508898	
AMAZON CAPITAL SERVICES	29.98	508902	141.23*
HEALTH AND WELFARE NO. 1			
CLAYBAR HAVEN OF REST	4,960.00	508788	
UNITED STATES POSTAL SERVICE	175.69	508791	
PROCTOR'S MORTUARY INC	4,750.00	508830	
NUANCE COMMUNICATIONS, INC	118.50	508868	10,004.19*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,500.00	508712	
GABRIEL FUNERAL HOME, INC.	1,318.05	508723	
ENTERGY	100.00	508726	
CLAYBAR HAVEN OF REST	1,240.00	508789	
UNITED STATES POSTAL SERVICE	234.54	508792	
SIERRA SPRING WATER CO. - BT	28.47	508796	
TEXAS GAS SERVICE	70.00	508807	
TEXAS GAS SERVICE	70.00	508808	
NUANCE COMMUNICATIONS, INC	118.50	508868	
CHARTER COMMUNICATIONS	184.69	508893	
ODP BUSINESS SOLUTIONS, LLC	295.94	508898	5,160.19*
CHILD WELFARE UNIT			
J.C. PENNEY'S	4,275.91	508799	
ROSS DRESS FOR LESS, INC.	239.51	508815	
BEAUMONT OCCUPATIONAL SERVICES	98.95	508905	4,614.37*
ENVIRONMENTAL CONTROL			
POSTMASTER	396.00	508745	
AT&T	44.57	508755	440.57*
INDIGENT MEDICAL SERVICES			
JEFFERSON CTY. TAX OFFICE	228.25	508784	
CARDINAL HEALTH 110 INC	42,462.67	508843	
TDS OPERATING INC	166.68	508859	
SHAMECA MALBROUGH	10.00	508872	42,867.60*
MAINTENANCE-BEAUMONT			



NAME	AMOUNT	CHECK NO. 81	TOTAL
ECOLAB	220.54	508715	
ENTERGY	1,111.14	508724	
HYDRO-CLEAN SERVICES, INC.	482.50	508729	
SANITARY SUPPLY, INC.	1,475.41	508748	
ACE IMAGEWEAR	264.04	508750	
AT&T	687.15	508755	
TEXAS DEPT OF LICENSING &	70.00	508758	
A1 FILTER SERVICE COMPANY	732.70	508835	
CAT5 RESOURCES LLC	1,528.15	508846	
ADVANTAGE INTERESTS INC	345.00	508856	
REXEL USA INC	1,059.43	508858	
CHARTER COMMUNICATIONS	195.46	508895	
ROESSLER EQUIPMENT CO INC	600.00	508912	
			8,771.52*
MAINTENANCE-PORT ARTHUR			
BEAUMONT TRACTOR COMPANY	73.70	508703	
CITY OF PORT ARTHUR - WATER DEPT.	710.86	508708	
JOHNSON CONTROLS, INC.	1,044.00	508733	
MOTION INDUSTRIES, INC.	188.30	508741	
S.E. TEXAS BUILDING SERVICE	8,774.98	508753	
AT&T	1,525.72	508755	
TEXAS DEPT OF LICENSING &	80.00	508758	
LOWE'S HOME CENTERS, INC.	42.51	508801	
ALL TERRAIN EQUIPMENT CO	90.10	508855	
BE'S SMALL ENGINE SERVICES	205.00	508867	
PARKER'S BUILDING SUPPLY	191.14	508901	
			12,926.31*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	86.82	508710	
ENTERGY	456.63	508724	
SANITARY SUPPLY, INC.	514.69	508748	
			1,058.14*
SERVICE CENTER			
JEFFERSON CTY. TAX OFFICE	7.50	508770	
JEFFERSON CTY. TAX OFFICE	7.50	508771	
JEFFERSON CTY. TAX OFFICE	7.50	508772	
JEFFERSON CTY. TAX OFFICE	7.50	508773	
JEFFERSON CTY. TAX OFFICE	7.50	508774	
JEFFERSON CTY. TAX OFFICE	7.50	508775	
JEFFERSON CTY. TAX OFFICE	16.75	508776	
JEFFERSON CTY. TAX OFFICE	7.50	508777	
JEFFERSON CTY. TAX OFFICE	7.50	508778	
JEFFERSON CTY. TAX OFFICE	7.50	508779	
JEFFERSON CTY. TAX OFFICE	7.50	508780	
JEFFERSON CTY. TAX OFFICE	7.50	508781	
JEFFERSON CTY. TAX OFFICE	7.50	508782	
JEFFERSON CTY. TAX OFFICE	7.50	508783	
JEFFERSON CTY. TAX OFFICE	7.50	508785	
			121.75*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	9.31	508791	
UNITED STATES POSTAL SERVICE	3.42	508792	
			12.73*
			441,775.84**
MOSQUITO CONTROL FUND			
SETZER HARDWARE, INC.	24.26	508749	
ACE IMAGEWEAR	72.18	508750	
UNITED PARCEL SERVICE	22.74	508761	
CY-FAIR TIRE	41.00	508869	
CHARTER COMMUNICATIONS	82.52	508892	
			242.70**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,204.50	508874	
			1,204.50**
EMPG GRANT			
FAST SIGNS, INC.	203.00	508720	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARTER COMMUNICATIONS	122.62	508894	
COMMUNITY SUPERVISION FND			325.62**
TEXAS DISTRICT & COUNTY ATTY ASSN.	270.00	508757	
PEGGY HARRISON	59.98	508768	
UNITED STATES POSTAL SERVICE	26.85	508791	
UNITED STATES POSTAL SERVICE	47.64	508792	
HEATHER MCGALLION	55.04	508834	
ODP BUSINESS SOLUTIONS, LLC	708.69	508898	
COMMUNITY CORRECTIONS PRG			1,168.20**
AMERICAN TIRE DISTRIBUTORS	1,611.92	508821	
DRUG DIVERSION PROGRAM			1,611.92**
CASH ADVANCE ACCOUNT	650.68	508732	
AMERICAN TIRE DISTRIBUTORS	805.96	508821	
LAW OFFICER TRAINING GRT			1,456.64**
NATIONAL ACADEMY FOR PROFESSIONAL	218.00	508802	
COUNTY RECORDS MANAGEMENT			218.00**
TEXAS HISTORICAL COMMISSION	2,300.00	508759	
HHM & ASSOCIATES, INC.	5,270.20	508882	
HOTEL OCCUPANCY TAX FUND			7,570.20**
CITY OF BEAUMONT - WATER DEPT.	223.61	508707	
ULINE SHIPPING SUPPLY SPECIALI	24.00	508760	
UNITED STATES POSTAL SERVICE	.51	508791	
GEORGE WEST	12.45	508890	
ODP BUSINESS SOLUTIONS, LLC	151.99	508898	
KMI SPORTS CONSTRUCTION	242,300.42	508904	
AIRPORT FUND			242,712.98**
SPIDLE & SPIDLE	2,336.43	508698	
BEAUMONT TRACTOR COMPANY	290.30	508703	
CITY OF NEDERLAND	1,782.94	508710	
CASH ADVANCE ACCOUNT	2,471.20	508732	
WORTH HYDROCHEM OF THE GULF COAST	180.00	508765	
UNITED STATES POSTAL SERVICE	.54	508791	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,161.00	508837	
ADVANCE AUTO PARTS	68.40	508840	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	252.65	508847	
TITAN AVIATION FUELS	77,810.94	508866	
MUNRO'S UNIFORM SERVICES, LLC	63.50	508899	
AIRPORT IMPROVE. GRANTS			86,417.90**
N&T CONSTRUCTION COMPANY, INC.	131,876.19	508697	
TEXAS DEPT OF STATE HEALTH SERVICES	742.00	508822	
TOLUNAY-WONG ENGINEERS INC	4,740.00	508832	
SE TX EMP. BENEFIT POOL			137,358.19**
BAY BRIDGE ADMINISTRATORS LLC	4,310.00	508879	
BAY BRIDGE ADMINISTRATORS LLC	194,301.66	508880	
ROCKSTAR ACQUISITIONS CORP	9,004.00	508911	
SETEC FUND			207,615.66**
INDUSTRIAL & COMMERCIAL MECHANICAL	444.00	508837	
WORKER'S COMPENSATION FD			444.00**
CAS-CLAIMS ADMINSTRATIVE SERVICES	50,000.00	508907	
JEFFERSON CTY - WORKERS COMP	5,804.64	508910	
D.A.'S FORFEITURED FUNDS			55,804.64**

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	1,715.33	508727	1,715.33**
SHERIFF'S FORFEITURE FUND			
DISH NETWORK	105.36	508817	105.36**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,256.94	508678	
CLEAT	324.00	508679	
JEFFERSON CTY. TREASURER	11,933.12	508680	
RON STADTMUELLER - CHAPTER 13	182.31	508681	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,780.00	508682	
JEFFERSON CTY. COMMUNITY SUP.	6,636.14	508683	
JEFFERSON CTY. TREASURER - HEALTH	551,423.17	508684	
JEFFERSON CTY. TREASURER - PAYROLL	2,055,356.66	508685	
JEFFERSON CTY. TREASURER - PAYROLL	701,281.98	508686	
MONY LIFE INSURANCE OF AMERICA	43.86	508687	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,676.49	508688	
JEFFERSON CTY. TREASURER - TCDRS	807,315.76	508689	
JEFFERSON COUNTY TREASURER	2,921.01	508690	
JEFFERSON COUNTY - TREASURER -	8,162.55	508691	
NECHES FEDERAL CREDIT UNION	33,168.17	508692	
JEFFERSON COUNTY - NATIONWIDE	55,815.55	508693	
SBA - U S DEPARTMENT OF TREASURY	286.87	508694	
INVESCO INVESTMENT SERVICES, INC	566.66	508695	
LANGUAGE ACCESS FUND			4,256,131.24**
RUBEN ZAPATA	300.00	508906	300.00**
ARPA CORONAVIRUS RECOVERY			
KMI SPORTS CONSTRUCTION	242,300.43	508904	
BURNS ARCHITECTURE LLC	18,750.00	508908	261,050.43**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.51	508724	10.51**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	18,071.93	508886	18,071.93**
MARINE DIVISION			
CITY OF NEDERLAND	22.40	508710	
JACK BROOKS REGIONAL AIRPORT	304.64	508731	
SUN COAST RESOURCES, LLC.	14,027.18	508756	
DANNY G. WALKER	651.68	508763	
VERIZON WIRELESS	151.96	508787	
SHOPPA'S FARM SUPPLY	94.86	508845	
AARON HOWELL	100.00	508913	15,352.72**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	3,814.25	508870	3,814.25**
			5,815,318.53***

# Jefferson County Community Supervision and Corrections Department

Biennium: Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
2024      900 - Basic Supervision	BS	None	Editable	7/18/2023

Edit Budget

FISCAL YEARS:	2024	2025
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REVENUE:		
TDCJ Funding	\$ 2,133,858	\$ 2,133,858
SAFPF Payments (Basic Supervision Only)	\$ 25,704	\$ 25,704
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 1,700,000	\$ 1,700,000
<a href="#">Payments By Program Participants</a>	\$ 459,600	\$ 461,800
Interest Income (Basic Supervision Only)	\$ 5,000	\$ 5,000
Carry Over from Previous Fiscal Year	\$ 934,083	\$ 934,083
<a href="#">Other Revenue</a>	\$ 45,000	\$ 45,000
<a href="#">Basic Supervision Interfund Transfer [+ or -]</a>	\$ -166,505	\$ -236,806
<a href="#">CCP Interfund Transfer [+ or -]</a>	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 5,136,740</b>	<b>\$ 5,068,639</b>

EXPENDITURES:		
Salaries/Fringe Benefits	\$ 4,335,493	\$ 4,567,440
<a href="#">- Full Time Salaries</a>		
<a href="#">- Part Time Salaries</a>		
<a href="#">- Fringe Benefits</a>		
<a href="#">Travel/Furnished Transportation</a>	\$ 25,000	\$ 25,000
<a href="#">Contract Services for Offenders</a>	\$ 4,000	\$ 4,000
<a href="#">Professional Fees</a>	\$ 129,384	\$ 129,384
<a href="#">Supplies &amp; Operating Expenses</a>	\$ 516,873	\$ 336,825
<a href="#">Facilities</a>	\$ 0	\$ 0
<a href="#">Utilities</a>	\$ 5,990	\$ 5,990
<a href="#">Equipment</a>	\$ 120,000	\$ 0
<b>TOTAL EXPENDITURES:</b>	<b>\$ 5,136,740</b>	<b>\$ 5,068,639</b>

# Jefferson County Community Supervision and Corrections Department

<b>Biennium:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
2024	8 - Community Service Restitution	CCP	None	Editable	7/17/2023

Edit Budget

<b>FISCAL YEARS:</b>	2024	2025
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<b>REVENUE:</b>		
TDCJ Funding	\$	366,418
SAFPF Payments (Basic Supervision Only)	\$	0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	0
<a href="#">Payments By Program Participants</a>	\$	0
Interest Income (Basic Supervision Only)	\$	0
Carry Over from Previous Fiscal Year	\$	0
<a href="#">Other Revenue</a>	\$	0
<a href="#">Basic Supervision Interfund Transfer [+ or -]</a>	\$	35,099
<a href="#">CCP Interfund Transfer [+ or -]</a>	\$	0
<b>TOTAL REVENUE:</b>	<b>\$</b>	<b>401,517</b>

<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$	375,044
<a href="#">- Full Time Salaries</a>		
<a href="#">- Part Time Salaries</a>		
<a href="#">- Fringe Benefits</a>		
<a href="#">Travel/Furnished Transportation</a>	\$	11,250
<a href="#">Contract Services for Offenders</a>	\$	0
<a href="#">Professional Fees</a>	\$	5,249
<a href="#">Supplies &amp; Operating Expenses</a>	\$	3,000
<a href="#">Facilities</a>	\$	0
<a href="#">Utilities</a>	\$	0
<a href="#">Equipment</a>	\$	6,974
<b>TOTAL EXPENDITURES:</b>	<b>\$</b>	<b>401,517</b>

# Jefferson County Community Supervision and Corrections Department

<b>Biennium: Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
2024    27 - Specialized Caseload - High Need	CCP	None	Editable	7/17/2023

Edit Budget

<b>FISCAL YEARS:</b>	2024	2025
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<b>REVENUE:</b>		
TDCJ Funding	\$ 143,269	\$ 148,395
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<a href="#">Payments By Program Participants</a>	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
<a href="#">Other Revenue</a>	\$ 0	\$ 0
<a href="#">Basic Supervision Interfund Transfer [+ or -]</a>	\$ 0	\$ 0
<a href="#">CCP Interfund Transfer [+ or -]</a>	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 143,269</b>	<b>\$ 148,395</b>

<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 133,276	\$ 138,402
<a href="#">- Full Time Salaries</a>		
<a href="#">- Part Time Salaries</a>		
<a href="#">- Fringe Benefits</a>		
<a href="#">Travel/Furnished Transportation</a>	\$ 5,000	\$ 5,000
<a href="#">Contract Services for Offenders</a>	\$ 0	\$ 0
<a href="#">Professional Fees</a>	\$ 2,075	\$ 2,113
<a href="#">Supplies &amp; Operating Expenses</a>	\$ 2,918	\$ 2,880
<a href="#">Facilities</a>	\$ 0	\$ 0
<a href="#">Utilities</a>	\$ 0	\$ 0
<a href="#">Equipment</a>	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	<b>\$ 143,269</b>	<b>\$ 148,395</b>

# Jefferson County Community Supervision and Corrections Department

<b>Biennium:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
2024	5 - Intervention and Pre-Trial	DP	None	Editable	7/17/2023

Edit Budget

<b>FISCAL YEARS:</b>	2024	2025
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<b>REVENUE:</b>		
TDCJ Funding	\$ 446,254	\$ 446,254
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<a href="#">Payments By Program Participants</a>	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
<a href="#">Other Revenue</a>	\$ 0	\$ 0
<a href="#">Basic Supervision Interfund Transfer [+ or -]</a>	\$ 122,340	\$ 158,211
<a href="#">CCP Interfund Transfer [+ or -]</a>	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 568,594</b>	<b>\$ 604,465</b>

<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 545,147	\$ 581,019
<a href="#">- Full Time Salaries</a>		
<a href="#">- Part Time Salaries</a>		
<a href="#">- Fringe Benefits</a>		
<a href="#">Travel/Furnished Transportation</a>	\$ 13,000	\$ 13,000
<a href="#">Contract Services for Offenders</a>	\$ 0	\$ 0
<a href="#">Professional Fees</a>	\$ 4,847	\$ 4,847
<a href="#">Supplies &amp; Operating Expenses</a>	\$ 3,000	\$ 2,999
<a href="#">Facilities</a>	\$ 0	\$ 0
<a href="#">Utilities</a>	\$ 0	\$ 0
<a href="#">Equipment</a>	\$ 2,600	\$ 2,600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 568,594</b>	<b>\$ 604,465</b>

# Jefferson County Community Supervision and Corrections Department

<b>Biennium: Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
2024      19 - Specialized Caseload Mental Health Initiative DP	DP	None	Editable	7/17/2023

Edit Budget

<b>FISCAL YEARS:</b>	2024	2025
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REVENUE:		
TDCJ Funding	\$ 140,164	\$ 140,164
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
<a href="#">Payments By Program Participants</a>	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
<a href="#">Other Revenue</a>	\$ 0	\$ 0
<a href="#">Basic Supervision Interfund Transfer [+ or -]</a>	\$ 9,066	\$ 15,154
<a href="#">CCP Interfund Transfer [+ or -]</a>	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 149,230</b>	<b>\$ 155,318</b>

EXPENDITURES:		
Salaries/Fringe Benefits	\$ 139,428	\$ 145,516
<a href="#">- Full Time Salaries</a>		
<a href="#">- Part Time Salaries</a>		
<a href="#">- Fringe Benefits</a>		
<a href="#">Travel/Furnished Transportation</a>	\$ 6,750	\$ 6,750
<a href="#">Contract Services for Offenders</a>	\$ 0	\$ 0
<a href="#">Professional Fees</a>	\$ 3,052	\$ 3,052
<a href="#">Supplies &amp; Operating Expenses</a>	\$ 0	\$ 0
<a href="#">Facilities</a>	\$ 0	\$ 0
<a href="#">Utilities</a>	\$ 0	\$ 0
<a href="#">Equipment</a>	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	<b>\$ 149,230</b>	<b>\$ 155,318</b>



COMMISSIONERS'	§	STATE OF TEXAS
	§	
COURT	§	COUNTY OF JEFFERSON

## RESOLUTION

### RESOLUTION OF THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS AUTHORIZING JEFFERSON COUNTY TO SETTLE ITS PENDING CLAIMS AGAINST VOLKSWAGEN

**WHEREAS**, Jefferson County has asserted claims against Volkswagen and related entities ("Volkswagen") in the *In re Volkswagen Clean Diesel Litigation*, Cause No. D-1-GN-16-000370, currently pending in the 353<sup>rd</sup> District Court of Travis County, Texas, Honorable Tim Sulak, Judge Presiding ("Clean Diesel Litigation"); and

**WHEREAS**, Jefferson County's claims against Volkswagen have been abated pursuant to a July 28, 2017 ruling by the Third Court of Appeals in Austin and there is no realistic ability of Jefferson County to lift the abatement and pursue its claims independently; and

**WHEREAS**, Jefferson County has been given the opportunity to settle its claims against Volkswagen in the Clean Diesel Litigation for the amount of \$100,000.00 (One Hundred Thousand United States Dollars) from Harris County's potential share of the settlement proceeds in return for a full and final release of Jefferson County's claims; and

**WHEREAS**, the Commissioners' Court of Jefferson County has determined that settling the above-described claims for \$100,000.00 (One Hundred Thousand United States Dollars) is in Jefferson County's best interest.


**NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS:**


1. That the Commissioners' Court hereby approves Jefferson County entering into and participating in the above-described settlement and full and final release of its claims in the Clean Diesel Litigation.
2. That the Commissioners' Court hereby authorizes the Jefferson County Judge to execute any documents necessary to participate in the settlement of the Clean Diesel Litigation under such final negotiated terms as the Jefferson County Judge deems appropriate.

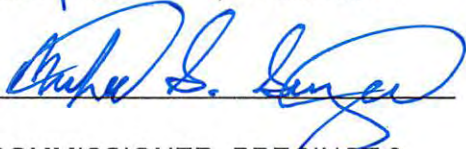
APPROVED THIS 25 DAY OF JULY, 2023 BY THE JEFFERSON COUNTY COMMISSIONERS' COURT.

[Signature page follows]

  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT 1

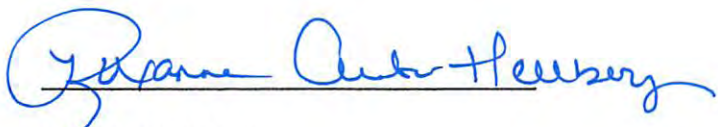
  
 \_\_\_\_\_  
 COUNTY JUDGE

  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT 2

  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
 COMMISSIONER, PRECINCT 4

ATTEST:

  
 \_\_\_\_\_  
 COUNTY CLERK





**AN ORDER TO EXTEND RESTRICTION OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY**

**WHEREAS**, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

**WHEREAS**, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

**WHEREAS**, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

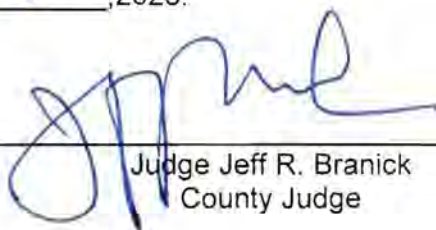
**WHEREAS**, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

**WHEREAS**, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

**WHEREAS**, the County Judge of Jefferson entered an Order prohibiting outdoor burning on July 28, 2023.

**IT IS THEREFORE ORDERED** that OUTDOOR BURNING IS PROHIBITED IN ALL UNINCORPORATED AREAS OF JEFFERSON County (except for said exemptions stipulated above) for a period of 90 days effective Aug 8, 2023, unless terminated earlier based on a determination that the public safety hazard no longer exists by the County Judge and/or Commissioners' Court. A violation of this Order is a Class C misdemeanor with a penalty accessible of up to \$500.00.

SIGNED this August 8, 2023.

  
\_\_\_\_\_  
Judge Jeff R. Branick  
County Judge

OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT KEVIN H. DUGAS & CHRISTY M. DUGAS, OWNERS OF 2.617 ACRES OF LAND, PART OF LOT 42, BEAUXART GARDENS, VOL. 6, PG. 62, MAP RECORDS, JEFFERSON COUNTY, TEXAS AS CONVEYED TO ME BY DEEDS DATED 12/07/2010 RECORDED IN FILE NUMBER 2010044663 & 2010044668, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, DO HEREBY SUBDIVIDE SAID PROPERTY, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

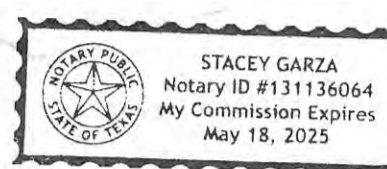
WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 28th DAY OF July 2023

OWNER KEVIN H. DUGAS
OWNER CHRISTY M. DUGAS

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEVIN H. DUGAS & CHRISTY M. DUGAS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT KEVIN H. DUGAS & CHRISTY M. DUGAS EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th DAY OF July, A.D., 2023



NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES 5/18/2025

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 20, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 2 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 3 JEFFERSON COUNTY, TEXAS
COMMISSIONER PRECINCT NO. 4 JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THIS PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

MICHELLE FALGOUT
COUNTY ENGINEER

SURVEYORS CERTIFICATION

I, RANDALL ALVEY CREEL, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

RANDALL ALVEY CREEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6678



CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE CHAIRMAN OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF PORT ARTHUR, TEXAS, THIS DAY OF 20

ATTESTED AND APPROVED FOR ADMINISTRATION:

NORRIS SIMON CHAIRMAN
PAMELA D. LANGFORD SECRETARY

FILED FOR RECORD 20 AT O'CLOCK M.
BY COUNTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED 20 AT O'CLOCK M.
DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO. OFFICIAL PUBLIC RECORDS.

Development Regulations Notes:
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETL note:
THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PORT ARTHUR'S AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0285-C, DATED 11/20/1991. FLOOD ZONE "C".

Utility notes:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS SERVICE
WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:
AQUA TEXAS WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

Pipeline Easement Note:
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

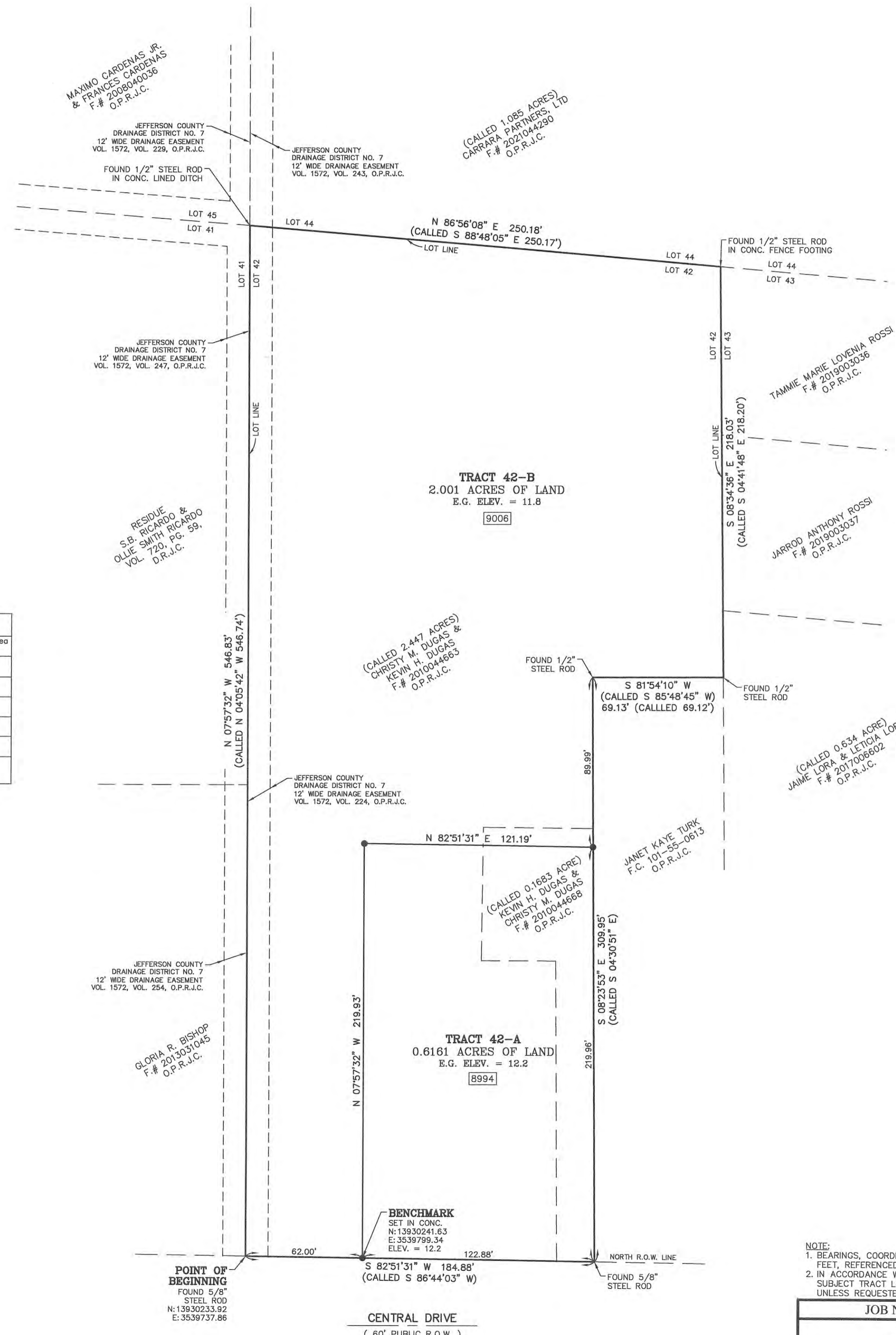
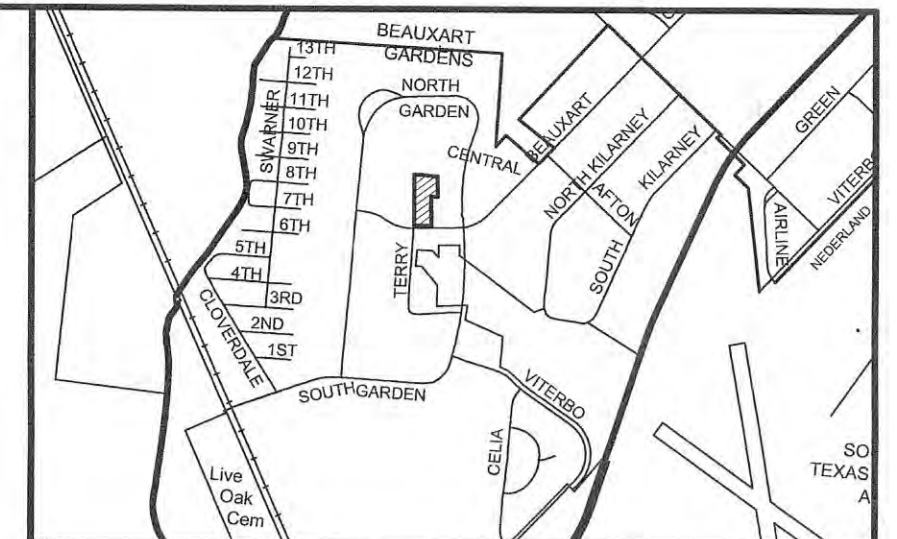
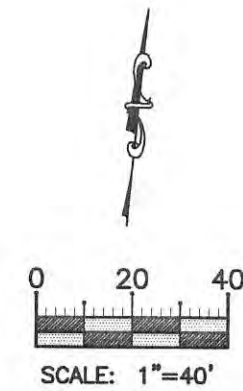
Benchmark(s):

BENCHMARK: SET 1/2" STEEL ROD CAPPED "SOUTEX" IN CONC. ELEV. = 12.2

Table with 4 columns: Type of Facility, Usage Rate - Gallons per day (without water saving devices), Required Clear Area for OSSF (sqft), Usage Rate - Gallons per day (with water saving devices), Required Clear Area for OSSF (sqft). Rows include Single Family less than 1500 sqft, Single Family less than 2500 sqft, Single Family less than 3500 sqft, Single Family less than 4500 sqft, Single Family less than 5500 sqft, Greater than 5500 sqft each additional 1500 sqft or increment.

TRACTS 42-A & 42-B

2.617 ACRES OF LAND
REPLAT OF PART OF LOT 42
BEAUXART GARDENS
JEFFERSON COUNTY, TEXAS



2.617 ACRES OF LAND
PART OF LOT 42
BEAUXART GARDENS
JEFFERSON COUNTY, TEXAS
BEING 2.617 acres of land, part of Lot 42, Beauxart Gardens, recorded in Volume 6, Page 62, Map Records, Jefferson County, Texas; being all of a (Called 2.447) acre tract of land described in a deed to Christy M. Dugas and Kevin H. Dugas, recorded in File No. 2010044663, Official Public Records, Jefferson County, Texas, and all of a (Called 0.1683) acre tract of land described in a deed to Kevin H. Dugas and Christy M. Dugas, recorded in File No. 2010044668, Official Public Records, Jefferson County, Texas, said 2.617 acre tract being more fully described by metes and bounds as follows, to wit:
Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.
BEGINNING at a 5/8 inch steel rod found on the North right-of-way line of Central Drive, for the most southerly common corner of Lots 41 and 42, the Southeast corner of a tract of land described in a deed to Gloria R. Bishop, recorded in File No. 2013031045, Official Public Records, Jefferson County, Texas, the Southwest corner of the (Called 2.447) acre tract, and the Southwest corner of the herein described tract; said 5/8 inch steel rod having coordinates of N: 13930233.92, E: 3539797.86;
THENCE, North 07 deg. 57 min. 32 sec. West (Called North 04 deg. 05 min. 42 sec. West), on the common line of Lots 41 and 42, a distance of 546.83' (Called 546.74') to a half-inch steel rod in a concrete lined ditch, found for the common corner of Lots 41, 42, 44 and 45, the Northeast corner of a tract of land described in a deed to S. B. Ricardo and Ollie Smith Ricardo, recorded in Volume 720, Page 55, Deed Records, Jefferson County, Texas, the Southeast corner of a tract of land described in a deed to Maximo Corderas Jr. and Frances Corderas, recorded in File No. 2008040036, Official Public Records, Jefferson County, Texas, the Southwest corner of a (Called 1.085) acre tract of land described in a deed to Carrara Partners, LTD, recorded in File No. 2021044290, Official Public Records, Jefferson County, Texas, the Northwest corner of the (Called 2.447) acre tract, and the Northwest corner of the herein described tract;
THENCE, North 86 deg. 56 min. 08 sec. East (Called South 88 deg. 48 min. 05 sec. East), on the common line of Lots 42 and 44, a distance of 250.18' (Called 250.17') to a half-inch steel rod in a concrete fence footing, found for the most northerly common corner of Lots 42 and 43, the Northwest corner of a tract of land described in a deed to Tammie Marie Lovena Rossi, recorded in File No. 2019030356, Official Public Records, Jefferson County, Texas, the Northeast corner of the (Called 2.447) acre tract, and the Northeast corner of the herein described tract;
THENCE, North 86 deg. 56 min. 08 sec. East (Called South 88 deg. 48 min. 05 sec. East), on the common line of Lots 42 and 43, a distance of 218.03' (Called 218.20') to a half-inch steel rod found for the Northeast corner of a tract of land described in a deed to Janet Kay Turk, recorded in File Code 101-55-0613, Official Public Records, Jefferson County, Texas, and the most easterly Southeast corner of the herein described tract;
THENCE, South 81 deg. 54 min. 10 sec. West (Called South 85 deg. 48 min. 45 sec. West), on the North line of said Turk tract, a distance of 69.13' (Called 69.12') to a half-inch steel rod found for the Northwest corner of said Turk tract;
THENCE, South 08 deg. 23 min. 53 sec. East (Called South 04 deg. 30 min. 51 sec. East), on the West line of said Turk tract, a distance of 309.95' to a 5/8 inch steel rod found on the North right-of-way line of Central Drive for the Southwest corner of said Turk tract, the Southeast corner of the (Called 0.1683) acre tract, and the most southerly Southeast corner of the herein described tract;
THENCE, South 82 deg. 51 min. 31 sec. West (Called South 86 deg. 44 min. 03 sec. West), on the North right-of-way line of Central Drive, a distance of 184.88' to the POINT OF BEGINNING, and containing 2.617 acres of land, more or less.
This description is based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on April 6, 2023.
Kevin H. Dugas and Christy M. Dugas
23-0047

NOTE:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, N.A. ELEVATIONS SHOWN REFERENCED TO GEOID 128. MANAGEMENT AGENCY, MAP REFERENCE SHOWN.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.

Complex block containing job information: JOB NO. 23-0047, DRAWN BY: E.A., SHEET 1 OF 1, and SOUTEX SURVEYORS logo with contact information: 3737 Doctors Drive, Port Arthur, Texas 77642, Tel. 409.983.2004, Fax. 409.983.2005, soutexsurveyors.com

FEMA Flood Zone: C
Community Panel No.: 480385-0285-C
Panel Date: 11/20/1991
Legend:
• = SET 1/2" STEEL ROD CAPPED "SOUTEX"
XXXX = SITE ADDRESS
E.G. = EXISTING GROUND
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY



# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 8 day of August, 2023, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, Kathleen Wingate**, has devoted 5 years and 8 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Kathleen Wingate**, has pledged her services as a Clerk in Jefferson County, serving as Support Staff in the Fugitive Warrant Division; and

**WHEREAS**, through hard work and commitment, **Kathleen Wingate**, has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a contribution to the Jefferson County Sheriffs' Office, **Kathleen Wingate**, is recognized for her devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Kathleen Wingate**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 8 day of August, 2023.

JUDGE JEFF R. BRANICK  
County Judge



COMMISSIONER VERNON PIERCE  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER CARY ERICKSON  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4