

**ODESSA CITY COUNCIL WORK SESSION**  
**May 19<sup>th</sup>, 2020**  
**10:00 A.M.**  
**CITY HALL**  
**5<sup>th</sup> FLOOR CONFERENCE ROOM**  
**411 WEST 8<sup>TH</sup> STREET**  
**ODESSA, TEXAS. 79760**

***Invocation***

- |  |                 |
|--|-----------------|
| 1. Consider resolution accepting and appropriate grant funding from Walmart Community Grants   | John Alvarez    |
| 2. Consider resolution authorizing the City to apply and accept grant funds to provide partial payment for Bulletproof vests, committing to a cash match, appropriating grant funds and awarding expenditure of Awarded grant funds. | Mike Gerke      |
| 3. Consider purchase of roll-off trucks for Solid Waste  | Phillip Urrutia |
| 4. Consider rejection of bid for Dry Type Transformers   | JoAnn Samaniego |
| 5. Consider appointment of boards: Colorado River Municipal District, Mickey Jones and Dan Hollman   | Norma Grimaldo  |
| 6. Coronavirus Relief Funds Presentation   | Michael Marrero |
| 7. Consider authorizing the City Manager to apply for and execute all necessary documents associated with the Coronavirus Relief Fund (CRF) from the State of Texas  | Michael Marrero |
| 8. CDBG CARES Presentation   | Merita Sandoval |

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/26/2020	Item Type:
Contact:	John Alvarez	Consent
Department:	Fire	

Finance Committee Review? Yes

**CAPTION**

Consider a resolution accepting grant funding from Walmart Community Grants Team and Facility #537, and appropriating the funds to Odessa Fire Rescue. (RESOLUTION)

**SUMMARY OF ITEM**

Odessa Fire Rescue has received a grant award in the amount of \$2,000 on behalf of Walmart Community Grants Team and Facility #537. These funds will be used to purchase necessary department items and training for Odessa Fire Rescue.

**FISCAL IMPACT? Yes**

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$0	\$2,000	(\$2,000)
		Less Other Items:	\$0	\$0	\$0
Revenue		This Agenda Item:	\$0	\$2,000	(\$2,000)

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount:	Transfer Amount:
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Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 Walmart 537 Grant Award.pdf  7r-028 Accept Walmart Community Grants Team and Facility #537 (Fire).pdf	



**RESOLUTION NO. 2020R-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE ODESSA FIRE RESCUE TO ACCEPT A GRANT FROM WALMART COMMUNITY GRANTS TEAM AND FACILITY #537 IN THE AMOUNT OF \$2,000.00; AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 - \$2,000.00 AS REVENUE FOR THE ODESSA FIRE RESCUE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:**

**Section 1.** That grant funding from Walmart Community Grants Team and Facility #537 in the amount of \$2,000.00 is hereby accepted.

**Section 2.** That the budget for fiscal year 2019-2020 is hereby amended to appropriate as additional revenue the total amount of \$2,000.00 for the Odessa Fire Rescue.

**Section 3.** That the City Manager is authorized to execute any documents necessary to implement this resolution.

**Section 4.** That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 26th day of May, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved the 26h day of May, A.D.,2020.

\_\_\_\_\_  
David R. Turner, Mayor

ATTEST:

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Natasha Books, City Attorney

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/26/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? Yes

**CAPTION**

Consider a resolution authorizing the City to apply for and accept a Federal Government Grant (\$80,800) to provide partial payment for Bulletproof Vests, committing to a cash match, appropriating awarded grant funds, and authorizing expenditure of awarded grant funds. (-RESOLUTION-)

**SUMMARY OF ITEM**

The U.S. Department of Justice, Bureau of Justice Assistance, sent notification that the Odessa Police Department is eligible to apply for \$80,800 in the 2020 Bulletproof Vests Partnership Grant Program. From this amount the Police Department will be able to purchase 101 vests. The grant funds will pay 50% of the vest cost and the remaining 50% will be a cash match.

Grant Total:

Federal Funds: \$40,400

PD Cash Match: \$40,400 (59220100-59220 General Fund)

\$80,800

**FISCAL IMPACT? Yes**

Fiscal Year:	2020-21	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Grant	Total Project/Account:	\$0	\$80,800	(\$80,800)
		Less Other Items:	\$0	\$0	\$0
Revenue		This Agenda Item:	\$0	\$80,800	(\$80,800)

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

No	Appropriation Amount:	\$80,800	Transfer Amount:
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Appropriation By: Grant

Comments:

Supporting Documents: Other Departments, Boards, Commissions or Agencies:

 BVP 2020 Email Notification.pdf   7r- 029 Accept U.S. Department of Justice Grant 2020.pdf	
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## Rosa Quiroz

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**From:** BVP Email Account <ojp@public.govdelivery.com>  
**Sent:** Thursday, April 23, 2020 10:49 AM  
**To:** Rosa Quiroz  
**Subject:** Bulletproof Vest Partnership (BVP) – FY 2020 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) application funding period.

Applications for FY 2020 BVP funds will be accepted beginning April 23, 2020. All applications must be submitted online at <https://ojp.gov/bvpbasi/> by 6:00 pm (e.d.t.), June 8, 2020.

Important Information Regarding FY 2020 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2020 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the BVP Mandatory FAQs for further guidance on this requirement:  
[https://www.ojp.gov/sites/g/files/xycguh241/files/media/document/FAQsBVP MandatoryWearPolicy\\_0.pdf](https://www.ojp.gov/sites/g/files/xycguh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf).

2. Each vest purchased with FY 2020 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see these websites for the latest NIJ compliant vests:  
[https://www.justnet.org/other/ballistic\\_cpl.html](https://www.justnet.org/other/ballistic_cpl.html) and [https://www.justnet.org/other/stab\\_cpl.html](https://www.justnet.org/other/stab_cpl.html).

3. Uniquely Fitted Armor Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2020 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

4. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application

information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

5. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2020 BVP funds:

- a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

6. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:

<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email [vests@usdoj.gov](mailto:vests@usdoj.gov).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>

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This email was sent to [rquiroz@odessa-tx.gov](mailto:rquiroz@odessa-tx.gov) using GovDelivery Communications Cloud on behalf of:  
Department of Justice · Washington, DC

## SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

**PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2020. Once the open application period closes, funding levels will be established and all applicants will be notified.**

### APPLICATION PROFILE

<b>Participant</b>	ODESSA CITY
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<b>Fiscal Year</b>	2020
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<b>Number of Agencies Applied</b>	1
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<b>Total Number of Officers for Application</b>	144
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<b>Number of Officers on Approved Applications</b>	144
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### APPLICATION PROFILE

<b>Fiscal Year</b>	2020
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**Vest Replacement Cycle** 5



**Number of Officers** 144

**Number of Stolen or Damaged Emergency Replacement Needs** 0

**Number of Officer Turnover** 6

**SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL**

**Application for Funding**

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
ODESSA CITY	101	\$80,800.00	\$0.00	\$80,800.00
Grand Totals	101	\$80,800.00	\$0.00	\$80,800.00

**Requested BVP Portion of Total Cost, up to:** \$40,400.00

\* Total Taxes, Shipping and Handling Cost for each Application

**SUBMIT APPLICATION FOR BVP APPROVAL**

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

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**RESOLUTION NO. 2020R-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE ODESSA POLICE DEPARTMENT TO APPLY FOR AND ACCEPT A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE IN THE AMOUNT OF \$40,400.00; AUTHORIZING THE POLICE DEPARTMENT TO COMMIT TO A CASH MATCH IN THE AMOUNT OF \$40,400.00 FROM THE GENERAL FUND; AMENDING THE BUDGET FOR THE FISCAL YEAR 2019-2020 - \$40,400.00 AS REVENUE FOR THE ODESSA POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS**, the U.S. Department of Justice, Bureau of Justice Assistance, sent notification that the Odessa Police Department is eligible to apply for \$80,800.00 in the 2020 Bulletproof Vests Partnership Grant Program; and

**WHEREAS**, the grant requires a 50% cash match; and

**WHEREAS**, the Odessa Police Department will contribute a cash match from the general fund in the amount of \$40,400.00 for the purchase of one hundred and one (101) Bulletproof Vests for the Odessa Police Department; and

**WHEREAS**, the City Council of the City of Odessa understands and agrees to abide by the terms and conditions set forth in the Grant Application.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:**

**Section 1.** That the City Council of the City of Odessa authorizes the Odessa Police Department to apply for and accept a grant from the U.S. Department of Justice in the amount of \$40,400.00.

**Section 2.** That the City Council of the City of Odessa authorizes the Chief of Police to transfer \$40,400.00 from the general fund into the appropriate City account and hereby appropriates said total of \$80,800.00 for the purpose of purchasing Bulletproof Vests.

**Section 3.** That the City Council of the City of Odessa accepts the terms and conditions of the U.S. Department of Justice 2020 Bulletproof Vests Partnership Grant Program.

**Section 4.** That the City Council of the City of Odesa hereby authorizes the expenditure of awarded grant funds, in an amount not to exceed the granted amount, for said purchase.

**Section 5.** That the City Manager is authorized to execute any documents

necessary to implement this resolution.

**Section 6.** That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 26th day of May, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 26th day of May, A.D.,2020.

\_\_\_\_\_  
David R. Turner, Mayor

ATTEST:

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Natasha Books, City Attorney

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/26/2020	Item Type:
Contact:	Phillip J. Urrutia	Consent
Department:	City Manager's Office	

Finance Committee Review? Yes

**CAPTION**

Consider Purchase of Roll-Off Trucks for Solid Waste

**SUMMARY OF ITEM**

Approval of this agenda item allows the purchase of a Roll-Off Truck from the US Communities purchasing cooperative using their contract vendor, Big Truck Rental. The purchased price includes a 5 year extended warranty on the truck.

This purchased truck will replaced unit 3802, which was totaled in 2019. The City received an insurance disbursement in the amount of \$129,924 due to the unit being totaled. Unit 3345 is currently down with mechanical issues leaving Solid Waste with 4 units when budgeted for 6.

Vehicle: Peterbilt 567 with Galbreath Body-\$199,593.

**FISCAL IMPACT? Yes**

Fiscal Year:	FY 20	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	ES	Total Project/Account:	\$2,444,389	\$199,593	\$2,244,796
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$2,444,389	\$199,593	\$2,244,796
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		

Appropriation By:

Comments:

Supporting Documents:

Other Departments, Boards, Commissions or Agencies:

 Quote.pdf	 Galbreath U5OR174
 ROLL OFF SPECS.pdf	



**Galbreath U5-OR-174 Hoist Quote for Big Truck Rental**

**First Half 2020 Roll-Off Trucks David Stafford – 11-18-2019 update**

**With 20K Lift Axle and tires & wheels -Factory Mount-**

**All Tandem-Axle Cable Ship-Out Hoist Kits Include the Following Standard Features:**

Hoist Assembly	Heavy Duty Rear Hinge	Ship-Outs in Black Primer
Split LED Bumper	Inside Air Controls	Direct Mount Pump (Rear Ported)
Back Up Alarm	Cable End Holder	Lift Cyl Drop Shaft (If Needed)
Pintle Ready Rear Apron	Hydraulic Tube Plumbing in Frame	Sealed Wiring Harness
Hoist Maintenance Props	Oil Reservoir w/ 2 Spool Valve Body	Mud Flaps
Hoist Up Alarm with Dash Light	L.E.D. Stop, Turn, Side Marker Lights	<b>Air-Assist ICC Bumper</b>
Operation & Service Manual	<b>Standard 2-Year Hydraulic Warranty</b>	Mount Plates & Mounting Bolts

**U5-OR-174** 174" CT, Outside Rail, Industry Standard for 18' – 22" containers **LIST PRICE**  
60,000 LB rated capacity and standard Forward-Mount Lift Cylinders

**INCLUDING THESE OPTIONS:**

**900INT** – Pioneer RP4500SARG with adjustable hydraulic gantry and integrated valves  
**INTINST** – Factory installation of Tarper, TPOP ½" steel tarper platform and valve cover  
**LIT4 Work Lights - (2) - 4" LED Mounted On Tarper Gantry** (1,600 Lumens)  
**INST WL FACTORY MOUNT** - Installation of Work/Mid Body Light Options (labor only)  
**1AAA** – Contoured smooth Steel Tandem Fenders  
**2INFND** – Factory installation of tandem fenders  
**NSHD** – Nylon hold-downs in lieu of stationary steel hold-downs  
**36** – ASC RO 20K Steerable 2-tire pusher axle A6037 with Maryland compliant controls  
**INSTEER** – Install steer lift axle, set ride height  
**G022** – 18"x18"x36" Steel Toolbox – opens from front  
**TINST** – Factory installation of tool box  
**PTO2** – Muncie dry spline PTO for automatic transmission  
**PTOINST** – Factory installation of PTO  
**TAMTG** – Factory installation of tandem axle cable hoist, includes huck bolts, dual viscosity hydraulic oil, phosphate wash, and baked-on, two-part epoxy paint

**WITH:**

**TR31/RS17-2** – Two (2) tires with 9" steel rims, 315/80 22.5" tires

<b>CHASSIS NUMBER:</b> 713899	<b>Plant:</b> 6	<b>MODEL:</b> 0005671	<b>CUSTOMER NAME:</b> BIG TRUCK RENTAL	<b>TENTATIVE DATE:</b> 01/20/20
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**REPORT DATE:**07/16/19

**CHASSIS NUMBER:** 713899      **MODEL:** 0005671      **PLANT CODE:** 6  
**DEALER NO:** H831      **OPS STAT:** 07/16/19

**PRESENT ID-1:** BIG TRUCK RENTAL R/O      **CUSTOMER PO:**  
**DEALER NAME AND ADDRESS:**      **CUSTOMER NAME AND ADDRESS:**  
PBLT OF BALTIMORE,LLC      OFPO  
5100 HOLABIRD AVENUE      BIG TRUCK RENTAL  
BALTIMORE

MD 21224

**SHIPPING DESTINATION:** SEE NARRATIVES

**STARTING CHASSIS NO:** 713899      **ENDING CHASSIS NO:** 713908

**REQUESTED:** 02/03/20      **PRICE EFFECTIVE DATE:** 01/01/19  
**TENTATIVE DATE:** 01/20/20      **FIRM DATE:**

**WHEELBASE:** 254.00      **CAB TO AXLE:** 185.80  
**CAB TO END OF FRAME:** 260.80      **AXLE TO BACK OF CAB:** 68.20

OPTION	DESCRIPTION	PUB	WGT
	<b>BASE MODEL</b>		
0005671	MODEL 567 CONVENTIONAL	P	14859
0100000	THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR	U	0
N0101	4543440		
0200700	NOT APPLICABLE	P	0
	SECONDARY MANUFACTURER		
	<b>FRAME AND EQUIPMENT</b>		
0514020	10-3/4" STEEL RAILS 355"-384" 3/8" RAIL THICKNESS	P	487
0601500	FULL STEEL INNER LINER	P	697
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS		
0611250	HD IRON FRONT SPRING BRKTS FORWARD & REAR	P	35
0611790	ALUMINUM FRAME RAIL CROSSMEMBERS EXCLUDES SUSPENSION	P	0
0644020	EOF SQUARE WITH STEEL CROSSMEMBER	P	44
0651090	OMIT REAR MUDFLAPS & HANGERS	P	24-
	<b>FRONT AXLE AND EQUIPMENT</b>		
1011890	PACCAR STEER AXLE 20,000 LBS., 4" DROP	P	137
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P	190
1243050	POWER STEERING SHEPPARD HD94 DUAL	P	79
1250250	POWER STEERING RESERVOIR, FRAME MOUNTED W/COOLER	P	2
1354840	PHP10 IRON PRESET+ HUBS	P	112-
1380270	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X6	P	24-
1380380	TENNECO SHOCKS FOR STEER AXLE	P	0
1380490	PACCAR WIDE TRACK IPO STD FRONT AXLE(S)	P	15
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P	0
	<b>REAR AXLE AND EQUIPMENT</b>		
1526120	MERITOR RT46-160 46,000 LBS.	P	635
1616290	PHP10 ALUMINUM PRESET+ HUBS	P	0
1632650	LONG STROKE PARKING BRAKES DRIVE AXLE(S)	P	0
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	9

1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
1680500	SBM VALVE	P	0
1680570	BENDIX ESP ELECTRONIC STABILITY PROGRAM WITH ATC, TRUCK, END DUMP/ROLL-OFF	P	0
1680770	DIFF LOCK, FORWARD-REAR AXLE WITH SPEED INTERLOCK	P	24
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P	0
1704300	RATIO 4.30 REAR AXLE	P	0
1824240	HENDRICKSON HMX460 46,000 LBS., 54" AS HAULMAAX, 60K CREEP RATING	P	227
<b>ENGINE AND ENGINE EQUIPMENT</b>			
2072820	PACCAR MX-13 455@1600 GV@2200 1650@900 (2017 EMISSIONS)	P	0
2091140	CECU/VECU ELECTRONICS ARCHITECTURE	P	0
2091305	ENGINE IDLE SHUTDOWN TIMER ENABLED	P	0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P	0
2091372	EFF EIST NA EXPIRATION MILES	P	0
2091640	EFFECTIVE VSL SETTING NA	P	0
2092015	TYPICAL OPERATING SPEED 70 MPH	P	0
2092027	MX RETARDER STATE CRUISE CONTROL ON (MANUAL MODE ENGINE PARAMETER)	P	0
2092032	POWERTRAIN OPTIMIZED FOR PERFORMANCE	P	0
2092065	PTO MODE CONTROL - CAB STATION	P	0
2092075	ENABLE MX RETARDER AUTO RETARD (ENGINE PARAMETER)	P	0
2092079	DECLINE DRIVER PERFORMANCE ASSISTANT	P	0
2092082	ENGINE MONITORING PROTECTION - DERATE (PACCAR MX)	P	0
N2069	N711 64....MAX PEDAL SPEED (N711)		
N2070	N504 64....CC MAX TARGET SPEED (N504)		
N2071	N052 650...ENGINE IDLE SPEED (N052)		
N2074	N015 NO....ENABLE RETARDER DURING MANUA		
N2075	N874 0.1...ENGINE BRAKE DELAY TIME		
N2076	N871 2.....DSC TARGET VEHICLE SPEED LIM		
N2077	N870 4.....DLS TARGET VEHICLE SPEED LIM		
N2080	N506 16....CC MIN ENABLE SPEED (N506)		
N2083	N890 MT....MULTI TORQUE IN CRUISE CONTR		
N2084	N689 5.....EIST PARKED MAX IDLE TIME (N		
N2085	N690 5.....EIST STANDSTILL IDLE TIME (N		
N2086	N687 40....EIST AMBIENT AIR TEMP OVERRI		
N2087	N686 80....EIST AMBIENT AIR TEMP OVERRI		
N2090	N688 5.....EIST PTO MAX IDLE TIME (N688		
N2091	N692 YES...EIST ENGINE LOAD RESET (N692		
N2094	N726 1900..FIC MAX ENG SPEED (N726)		
N2099	N546 ON A..CAB: CLUTCH INTERLOCK (N546)		
2140200	CARB ENGINE IDLING COMPLIANCE	P	0
2140410	ENGINE BRAKE CONTROLS LOC ON RH COLUMN	P	0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY REMOTE CONTROL PROVISION	P	0
N2101	N549 ON A..CAB: PARK BRAKE INTERLOCK		
N2102	N523 6.....CAB: MAX VEHICLE SPEED (N523		
N2103	N548 ON A..CAB: NEUTRAL INTERLOCK (N548		
N2111	N553 2000..REM: MAX ENG SPD - SW/TSC1 C		
N2112	N520 2000..CAB: MAX ENG SPD - SW CTRL (		
N2113	N543 DEDIC.CAB: PRESET +/- SWITCH TYPE		
N2114	N545 YES...CAB: ACCEL ACTIVE IN CAB PTO		
N2115	N550 ON A..SER BRK INTLK: PREESED = N P		
N2117	N693 NO....EIST ENGINE LOAD OVERRIDE (N		

N2118	N519 2000..CAB: MAX ENG SPD - ACCEL CTR		
N2119	N695 0.....EIST EXPIRATION DISTANCE (N6		
N2120	N603 650...CAB: MINIMUM ENGINE SPEED (N		
N2122	N535 800...CAB: DEDICATED PRESET - (N		
N2123	N699 YES...EIST ACCELERATOR POSITION RE		
N2124	N700 YES...EIST FOOT PEDAL RESET (N700		
N2125	N701 YES...EIST CLUTCH PEDAL RESET (N70		
N2126	N702 YES...EIST OVERRIDE IN PTO MODE (N		
N2127	N536 900...CAB: DEDICATED PRESET + (N		
N2129	N568 800...REMOTE: DEDICATED PRESET -		
N2130	N717 0.....VSL EXPIRATION DISTANCE (N71		
N2131	N718 155...LRSL SPEED LIMIT		
N2132	N602 650...REMOTE: MINIMUM ENGINE SPEED		
N2149	N569 900...REMOTE: DEDICATED PRESET +		
N2158	N576 DEDIC.REM: PRESET +/- SWITCH TYPE		
N2160	N580 ON AD.REMOTE: CLUTCH INTERLOCK		
N2164	N681 YES...EIST PARK BRAKE RESET ENABLE		
N2170	N582 ON AD.REMOTE: NEUTRAL INTERLOCK		
N2171	N584 ON AD.SER BRK INTLK: PRESSED=NO PT		
N2190	N544 TRQ...CAB: ACCEL PEDAL TYPE IN PTO		
N2191	N684 30....EIST COOLANT TEMP OVERRIDE		
N2192	N632 BOTH..OFFSET MODE		
N2193	N618 5.....DRIVER REWARD VEH SPD BONUS		
N2194	N621 -5....DRIVER REWARD VEH SPD PENALT		
N2195	N637 3.....MIN SPEED FOR DR SHIFT AID (		
N2196	N638 1.....LOWEST TRANS GEAR (N638)		
N2197	N639 10....HIGHEST TRANS GEAR (N639)		
N2198	N552 2000..REM: MAX ENG SPD - CAB/REM A		
N2199	N578 YES...PTO REMOTE PEDAL ENABLE (N57		
N2200	N509 OFF...DYNAMIC CRUISE CONTROL ENABL		
N2201	N537 CNCL..CAB: CUSTOM PRESET 1 (N537)		
N2202	N538 750...CAB STATION: CUSTOM PRESET 1		
N2203	N539 CNCL..CAB: CUSTOM PRESET 2 FUNCTIO		
N2204	N540 850...CAB STATION: CUSTOM PRESET 2		
N2205	N541 CNCL..CAB: CUSTOM PRESET 3 FUNCTIO		
N2206	N542 950...CAB: CUSTOM PRESET 3 (N542)		
N2207	N547 OFF...CAB: CUSTOM INTERLOCK (N547)		
N2208	N570 CNCL..CAB/REM: CUSTOM PRESET 1 FUN		
N2209	N571 750...CAB/REM: CUSTOM PRESET 1 (N5		
N2210	N572 CNCL..CAB/REM: CUSTOM PRESET 2 FUN		
N2211	N573 850...CAB/REM: CUSTOM PRESET 2 (N5		
N2212	N574 CNCL..CAB/REM: CUSTOM PRESET 3 FUN		
N2213	N575 950...CAB/REM: CUSTOM PRESET 3 (N5		
N2214	N581 OFF...REMOTE: CUSTOM INTERLOCK (N5		
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	0
	SEE SALES TOOL DESC FOR PLUG LOCATION		
2522080	PACCAR PREMIUM STARTER-MX ENGINES ONLY	P	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0
	BATTERIES, 2190 CCA		
2539720	LOW VOLTAGE DISCONNECT SYSTEM	P	0
2539740	KISSLING BATTERY DISCONNECT SWITCH	P	2
	300 AMP; MOUNTED ON BATTERY BOX		
2621000	2-SPEED FAN CLUTCH FOR FREQUENT	P	0
	START/STOPS		
2738410	WABCO 25.9 CFM AIR COMPRESSOR - (MX)	P	0
2811160	COMPRESSION BRAKE, MX	P	0
2921110	PACCAR FUEL/WATER SEPARATOR STANDARD	P	0
	SERVICE INTERVAL		
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P	0

2921310	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P	0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0
3291680	(1) AIR CLEANER FIREWALL MTD	P	0
3365270	EXHAUST SINGLE RH SIDE OF CAB	P	0
	DPF/SCR RH UNDER CAB (2017)		
3381770	CURVED TIP STANDPIPE(S)	P	0
3387870	24" HT, 5" DIA STANDPIPE(S)	P	0
	CHROME WITH CLEAR COAT		
	<b>TRANSMISSION AND CLUTCH</b>		
4052420	ALLISON 4500 RDS-P TRANSMISSION, GEN 5 RUGGED DUTY SERIES	P	355
4210280	1810 HD DRIVELINE, 2 MIDSHIP BEARINGS 4.5" X .180 WALL TUBING	P	216
4216590	1710 DRIVELINE INTERAXLE FOR TANDEM REAR AXLES	P	0
4233910	(1) DASH MTD SINGLE ACTING EOH PTO CTRL ELECTRIC OVER HYDRAULIC	P	0
4250420	ALLISON 5TH GEN RDS, PKG 223 3000, 3500, 4000, 4500, 4700 TRANS	U	0
4252170	AUTO NEUTRAL ACTIVATES W/ PARKING BRAKE	P	0
4252890	ALLISON FUELSNSE 2.0 NOT DESIRED	P	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0
4256740	ALLISON 6-SPEED CONFIGURATION 4500 TRANSMISSIONS ONLY	P	0
4256910	ALLISON TRANSMISSION FLUID TEST PORT REMOTE COUPLER	P	0
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P	0
	<b>AIR AND TRAILER EQUIPMENT</b>		
4510330	BENDIX AD-IS EP AIR DRYER, HEATER COALESCING FILTER, EXTENDED PURGE	P	7
4520420	PULL CORDS ALL AIR TANKS	P	0
4540420	NYLON CHASSIS HOSE	P	0
4543320	STEEL PAINTED AIR TANKS	P	0
4610925	NON-SELF RETURNING BRAKE HAND VALVE DASH MOUNTED CONTROLS	P	0
4611930	BODY CONNECTIONS 5' BOC	P	7
4611960	HAND VALVE PLUMBED TO ALL SERVICE BRAKES	P	11
4614820	AE CONNECTIONS IN EOF CROSSMEMBER	P	11-
	<b>TIRES AND WHEELS</b>		
5033410	FF: GY 20PLY 315/80R22.5 ENDURANCE WHA PART: GY756141651 FET: 126	P	62
5133160	RR: GY 20 PLY 315/80R22.5 G751 MSA PART: GY756146576 FET: 424	P	316
5190008	CODE-REAR TIRE QTY 08.		
5210560	FF: ACC STL ARMOR 29300PK 22.5X9.00 HEAVY DUTY	P	88
5310560	RR:ACC STL ARMOR 29300PK 22.5X9.00	P	352
5390008	CODE-REAR RIM QTY 08.		
	<b>FUEL TANKS</b>		
5554100	26" ALUM 70 GAL FUEL TANK LH U/C INCLUDES NON-SLIP FUEL TANK STEP LH U/C 5602070	P	18
5652890	DEF TANK MOUNTED LH BOC	P	0
5652940	PACCAR MX ENGINE FUEL COOLER	P	15
5652990	STD DEF TO FUEL RATIO 2:1 OR GREATER	P	0
5655019	DEF TANK SMALL	P	0
5760010	RH TANK NONE FURNISHED	P	86-
	<b>BATTERY BOX AND BUMPER</b>		
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P	60-

6040550	BATTERY ACCESS FROM SIDE AFTERTREATMENT RH U/C ALUM NON-SLIP CAB ENTRY STEP	P	0
6111010	ALUMINUM BUMPER SWEEP BACK POLISHED SBFA WITHOUT FEPTO	P	0
6132310	BUMPER TOE STEP CUTOUT	P	0
	<b>CAB AND EQUIPMENT</b>		
6515690	VOC 115 BBC ALUM CAB & METTON HOOD SBFA;STNLS CROWN & GRILLE W/TILT ASSIST	P	0
6540160	THERMAL INSULATION PACKAGE IN CAB	P	2
6540660	SMARTSOUND CAB INSULATION PKG	P	64
6700000	NO SLEEPER SELECTED	P	0
6800330	RUBBER FENDER LIPS 4.5" WIDE	P	7
6911100	PETERBILT ST DRIVER	P	0
6921740	PETERBILT ST NON-ADJUSTABLE PASS SEAT	P	0
6930500	DRIVERS ARMREST - RH ONLY	P	2
6931120	SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P	0
6939110	TOOLBOX UNDER PASSENGER SEAT NON-SUSPENSION SEAT	P	11
6939130	TOW HOOK HOLDERS MOUNTED UNDER PASS TOOLBOX SEAT	P	7
6939400	AIR RIDE DRIVER	P	0
6939420	HIGH BACK DRIVER	P	0
6939480	MORDURA DRIVER	P	0
6939510	NON-AIR RIDE PASSENGER	P	0
6939520	HIGH BACK PASSENGER	P	0
6939580	MORDURA PASSENGER	P	0
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P	0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0
7037130	PRESTIGE INTERIOR - STERLING GRAY	P	0
7110680	EXTERIOR CAB ENTRY GRABHANDLE TEXTURED; NFPA COMPLIANT	P	7
7210540	DAY CAB REAR WINDOW	P	0
7210550	1-PIECE GLASS REAR CAB WINDOW FIXED	P	0
7230060	ONE-PIECE CURVED WINDSHIELD	P	0
7230360	POWER DOOR LOCKS AND POWER WINDOW LIFTS STANDARD	P	0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0
7330880	ADTL FINE PARTICULATE FLTR FOR HVAC SYS N/A WITH EMBER FILTER 7330890	P	0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P	9
7510060	AERO REAR VIEW MIRROR HOUSING BRIGHT FINISH	P	2
7514010	PETERBILT AERO REAR VIEW MIRROR MOTORIZED & HEATED W/INTEGRATED CONVEX	P	2
7514050	LOOK DOWN MIRROR OVER PASSENGER DOOR WITH BLACK HOUSING	P	0
7561190	CONVEX AERO MIRRORS LH/RH HOOD MOUNTED BRT FINISH W/1PC STRT ARM-REARWARD VIEW	P	9
7610500	AIR HORN MOUNTED UNDER CAB	P	0
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P	4
7725725	CONCERTCLASS W/CD, BLUETOOTH PHONE & AUDIO INC. AM/FM, WB, USB & MP3	P	11
7728030	RADIO MUTE WHEN AUTOMATIC OR AUTOMATED TRANSMISSION IN REVERSE	P	0
7788055	SmartLINQ REMOTE DIAGNOSTICS	P	0

7850015	REAR WALL DEEP RECORD/MAP POCKET	P	2
7851040	REMOVABLE BUGSCREEN BEHIND GRILLE	P	2
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P	0
7852020	CAB AIR SUSPENSION	P	15
7852050	AUTO RESET CIRCUIT PROTECTION DAYCAB AND SLEEPER	P	0
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P	13
7900320	FIRE EXTINGUISHER, MTD INBOARD DRIVER SEAT	P	9
8011400	MAIN TRANSMISSION OIL TEMPERATURE GAUGE LOCATED IN DRIVER INFORMATION DISPLAY	P	0
8011470	ENGINE OIL TEMPERATURE GAUGE 52MM ROUND, BACKLIT	P	0
8021390	AIR FILTER RESTRICTION PRESSURE LOCATED IN DRIVER INFORMATION DISPLAY	P	0
8022160	FUEL FILTER RESTRICTION GAUGE 52MM ROUND, BACKLIT	P	0
8071890	MAIN INSTRUMENT PANEL INC DRIVER INFORMATION DISPLAY	P	0
8110070	HEADLIGHTS PROJECTOR MODULE POD FENDER MOUNTED TURN SIGNALS	P	0
8120990	(5) MARKER LIGHTS, AERO LED ON ROOF, VISOR, OR FAIRING	P	0
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	P	0
8140080	LED STOP/TURN/TAIL/BACKUP BRACKET MOUNTED LH/RH EOF	P	2
8140650	PB SIGNATURE DOOR LIGHT TURN SIGNAL	P	0
8153400	DASH SWITCH, WIRING AT ROOF LINE FOR LH/RH F/O LOAD LIGHTS	P	2
	<b>PAINT</b>		
8500710	STANDARD PAINT COLOR SELECTION	P	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P	0
N8502	A - L0006EY WHITE		
N8520	FRAME L0001EA BLACK		
N8530	FENDER L0006EY WHITE		
N8540	HOOD TOP L0006EY WHITE		
N8550	CAB ROOF L0006EY WHITE		
8999990	SHIPPING DESTINATION OTHER THAN DEALER (SPECIFY BY NARRATIVE)	P	0
N8990	8999990 WASTEQUIP		
N8991	8999990 480 EAST 150 SOUTH		
N8992	8999990 WINAMAC, IN 46996		
N8993	8999990 PAT CALLAWAY 574-946-6631		
	<b>MISCELLANEOUS</b>		
9400090	PETERBILT CLASS 8 STANDARD COVERAGE 1 YEAR/100,000 MILES (160,000 KM)	P	0
9400092	PACCAR MX STANDARD COVERAGE 2 YRS/250,000 MI (400,000 KM)/6,250 HRS	P	0
9408937	PDI AFTER BODY UPFIT	P	0
9408982	VEHICLE LAYOUT	P	0
9409001	DAY CAB / PRESTIGE INTERIOR (DM)	P	0
9409800	2017 EPA EMISSIONS ENGINE WARRANTY ONLY	P	0
9409869	PRESENTATION CREATED WITH SMARTSPEC	P	0
N9400	9408982 ANDREW WRIGHT		
N9401	9408982 AWRIGHT@THEPETESTORE.COM;DAVE@		

N9402 9408982 262579 PREVIOUS CHASSIS MATCH  
**NOTES**  
9800001 REQUESTS PRECEDED BY N98XX NARRATIVES U 0  
ARE DISAPPROVED--CONTACT INSIDE SALES  
N9801 POWERTRAIN OPTIMIZATION DECLINED  
N9994 EMAIL: AWRIGHT@THEPETESTORE.COM  
N9995 CELL PHONE: 919-332-0659  
N9996 SALESPERSON ID: ANDREWWRIG01  
N9997 DEALER CONTACT  
N9998 NAME: ANDREW M. WRIGHT PH:919-332-0659

**UNIT TYPE:** 2

**PRICE EFFECTIVE DATE:** 01/01/19

**\*\* WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTION OR FRAME RAIL WEIGHTS. ACTUAL 'SHIPPING' WEIGHT MAY VARY.**

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/26/2020	Item Type:
Contact:	JoAnn Samaniego	Consent
Department:	Purchasing	
Finance Committee Review? No		
CAPTION		
Consider Rejection of Bid for Dry Type Transformers		
SUMMARY OF ITEM		
Bids were opened on May 12, 2020 for Dry Type Transformers. One bid was received from Energy Electric for total of \$126,920.00. It is recommended to reject the bid which came in over budget. Specifications will be revised and bid at a later date.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	

# Coronavirus Relief Fund

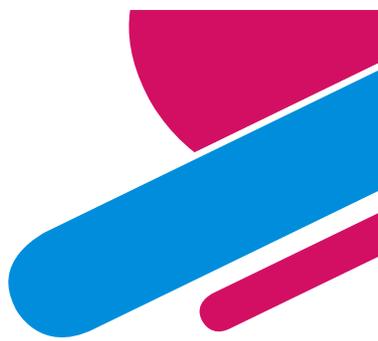
CARES ACT



CORONAVIRUS



# Corona Relief Funding



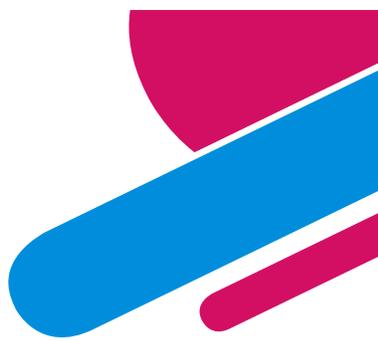
## State of Texas CARES CRF Allocation

- The State of Texas received \$11.24 billion dollars
- The Act requires that 45% be made available to local governments
- \$5.06 billion dollars are available to Texas local governments
- \$3.2 was directly provided to 6 cities and 12 counties with populations of more 500,000
- \$1.85 billion dollars will be distributed to cities and counties with population of less than 500,000

## Odessa and Ector County Allocations

- Formula is based on \$55 dollars per capita
- City of Odessa allocation is estimated at \$6,631,240 (City portions in both Ector and Midland Counties)
- Ector County allocation is estimated at \$2,613,105
- City of Goldsmith allocation is estimated at \$14,7795
- 20% of the funding is available for immediate distribution
- City of Odessa \$1.3 million dollars immediate

# Corona Relief Funding



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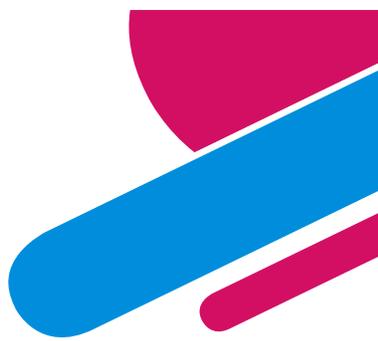
## Requirements and Conditions

- Resolution directing and authorizing the designee on behalf of the City to take action on the application for funding
- Acceptance of grant Terms and Conditions
- Grant application execution
- Used for COVID-19 related expenses between March 1, 2020 through December 30, 2020

## CRF Broadly Eligible Activities

- Necessary expenditures incurred due to the public health emergency – COVID-19
- Expenses not accounted for in the most recently adopted budget
- Expenses incurred during the period between March 1, 2020 and December 30, 2020

# Corona Relief Funding

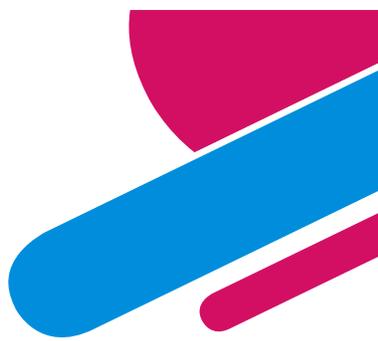


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## Specifically Authorized Expenses

- **Medical Expenses:**
  - COVID-19 related expenses of public hospitals, clinics and similar facilities
  - Expenses of establishing temporary medical facilities to increase COVID-19 treatment capacity
  - Cost of providing COVID-19 testing, including antibody test
  - Emergency medical response expenses, including emergency medical transport related to COVID-19
  - Expenses for establishing and operating public telemedicine capabilities

# Corona Relief Funding

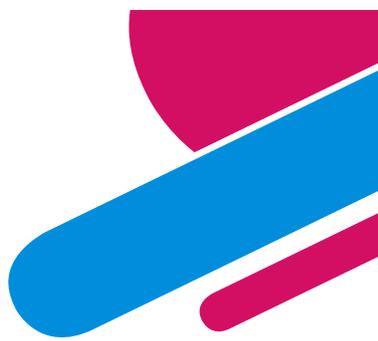


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## Specifically Authorized Expenses

- **Public Health Expenses:**
  - Expenses for communication and enforcement of State and local public health orders
  - Expenses for medical and protective supplies for first responders and other essential workers
  - Expenses for disinfecting of public areas and other facilities
  - Expenses for technical assistance to local authorities or other entities on the mitigation of COVID-19
  - Expenses for public safety measures undertaken in response to COVID-19
  - Expenses for quarantining individuals

# Corona Relief Funding

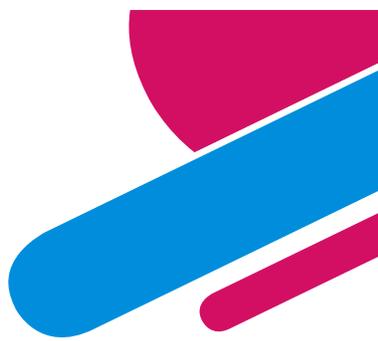


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## Specifically Authorized Expenses

- **Payroll Expenses for employees whose work is dedicated to mitigating or responding to COVID-19:**
  - Public Safety
  - Public Health
  - Human Services
  - Similar employees

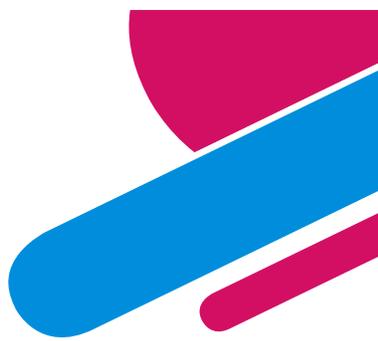
# Corona Relief Funding



## Specifically Authorized Expenses

- **Facilitate compliance with COVID-19 public health measures:**
  - Expenses of food delivery to residents, including seniors and vulnerable populations
  - Expenses to facilitate distance learning, including technological improvements in connection with school closings
  - Expenses to improve telework capabilities for public employees
  - Expenses of providing paid sick and paid family and medical leave to public employees
  - Expenses for maintaining State Prisons and county jails including sanitation and improvements of social distancing measures
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with health precautions

# Corona Relief Funding

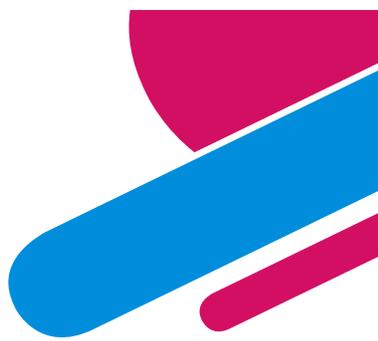


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## Specifically Authorized Expenses

- **Expenses associated with the provision of economic support in connection with COVID-19:**
  - Expenditures related to the provision of grants to small business to reimburse the cost of business interruption caused by required closures
  - Expenditures related to State or local government payroll support program
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act

# Corona Relief Funding

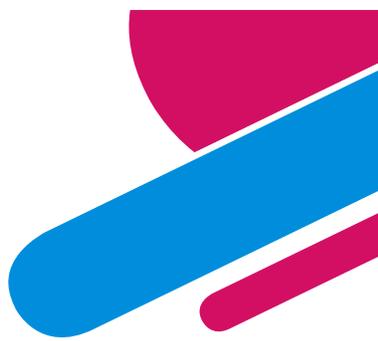


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## Specifically Authorized Expenses

- Any other COVID-19 related expense reasonably necessary to the function of government that satisfy the Fund's eligibility

# Corona Relief Funding

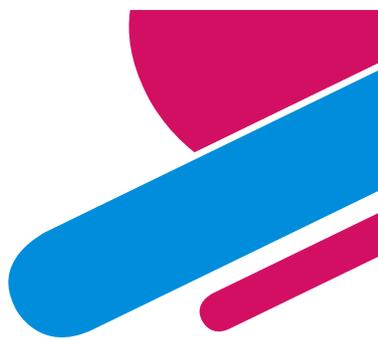


## Specifically Ineligible

- **Nonexclusive examples of ineligible expenditures:**

- Expenses for the State share of Medicaid
- Damages covered by insurance
- Payroll and benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to COVID-19
- Expenses that have been or will be reimbursed under any federal program
- Reimbursement to donors for donated items or services
- Workforce bonuses other than hazard pay or overtime
- Severance pay
- Legal settlements

# Corona Relief Funding



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## Other State Requirements

- 75% of funds must be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public health emergency
- Property and Procurement Requirements
- Audit and Records Requirements

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/26/2020	Item Type:
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Contact:	Michael Marrero	Regular
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Department:	City Manager's Office	Resolution
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Finance Committee Review? Yes

**CAPTION**

Consider a resolution authorizing the City Manager to apply and execute all necessary documents associated with the Coronavirus Relief Fund from the State of Texas.

**SUMMARY OF ITEM**

Within the CARES Act that Congress recently passed, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the U.S Department of Treasury for direct coronavirus related expenses based on the funding formula provided in the CARES Act. Consistent with the CARES Act, 45% of the total \$11.24 billion state allocation - approximately \$5.06 billion will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

The City of Odessa is eligible for up to \$6,631,240.00. Of that amount, 20% is available as soon as Council authorizes the City Manager to execute the documents. Funds are being provided for eligible expenses related to COVID-19 response. These funds are available from expenses incurred during the period of March 1, 2020 and ends on December 30, 2020.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
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STATE OF TEXAS

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total \$11.24 billion state allocation—approximately \$5.06 billion—will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

***Counties below 500,000 population and the Cities within them***

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the \$1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the \$1.85 billion in local funds will be made available to these cities and counties on a \$55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

#### ***Cities below 500,000 population within Counties exceeding 500,000 population***

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

#### ***How to Apply***

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: [www.tdem.texas.gov/crf](http://www.tdem.texas.gov/crf). Questions can also be emailed to TDEM at [CRF@tdem.texas.gov](mailto:CRF@tdem.texas.gov).

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,



Governor Greg Abbott



Lt. Governor Dan Patrick



Speaker Dennis Bonnen



Senator Jane Nelson  
Chair, Senate Finance Committee



Representative Giovanni Capriglione  
Chair, House Appropriations Committee



Senator Juan Chuy Hinojosa  
Vice-Chair, Senate Finance Committee



Representative Oscar Longoria  
Vice-Chair, House Appropriations Committee

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

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

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

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<sup>1</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
  - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
  - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
  - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
  - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>2</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>2</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.



# CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

### *About This Document*

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

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

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

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# 1 Grant Agreement Requirements and Conditions

## 1.1 *Applicability of Grant Agreement and Provisions*

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

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

## 1.2 *Legal Authority to Apply*

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

## 1.3 *Grant Acceptance*

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

## 1.4 *Project Period*

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

## 1.5 *General Responsibility*

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

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

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

1. Medical expenses,
2. Public health expenses,

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

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

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

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

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

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

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

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

#### *1.6 Amendments and Changes to the Grant Agreement*

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

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

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

### *1.7 Jurisdictional Cooperation*

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

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

### *1.8 Public Information and Meetings*

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

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

### *1.9 Remedies for Non-Compliance*

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

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

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

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

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

#### *1.10 False Statements by Grantee*

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

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

#### *1.11 Conflict of Interest Safeguards*

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

#### *1.12 Fraud, Waste, and Abuse*

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

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

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

### *1.13 Termination of the Agreement*

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

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

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

### *1.14 Limitation of Liability*

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

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

### *1.15 Dispute Resolution*

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

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

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

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

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

### *1.16 Liability for Taxes*

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

### *1.17 Required State Assurances*

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

### *1.18 System for Award Management (SAM) Requirements*

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

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

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

#### *1.19 No Obligation by Federal Government*

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

#### *1.20 Notice*

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

#### *1.21 Force Majeure*

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

#### *1.22 Debt to State*

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

#### *1.23 Franchise Tax Certification*

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

#### *1.24 Severability*

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

#### *1.25 E-Verify*

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

#### *1.26 Compliance with Federal Law, Regulations, and Executive Orders*

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

#### *1.27 Clean Air Act*

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

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

#### *1.28 Federal Water Pollution Control Act*

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

#### *1.29 Suspension and Debarment*

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

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

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

### *1.30 Energy Conservation*

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

### *1.31 Procurement of Recovered Materials*

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

### *1.32 Terminated Contracts*

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

## **2 Property and Procurement Requirements**

### *2.1 Property Management and Inventory*

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

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

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

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

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

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

## **2.2 Consulting Contracts**

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

## **2.3 Procurement Practices and Policies**

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

## **2.4 Contract Provisions Under Federal Awards**

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

# **3 Audit and Records Requirements**

## **3.1 Cooperation with Monitoring, Audits, and Records Requirements**

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

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

### *3.2 Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

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

### *3.3 Requirement to Address Audit Findings*

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

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

### *3.4 Records Retention*

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

retention value.

## 4 Prohibited and Regulated Activities and Expenditures

### 4.1 Prohibited Costs

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

### 4.2 Political Activities

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

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

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

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

## **5 Financial Requirements**

### *5.1 Direct Deposit*

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

### *5.2 Payments and Required Documentation*

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

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

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

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

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

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

### *5.3 Financial Reporting*

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

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

#### 5.4 Reimbursements

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

#### 5.5 Refunds and Deductions

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

#### 5.6 Recapture of Funds

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

#### 5.7 Liquidation Period

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

#### 5.8 Project Close Out

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

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

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

**[EXHIBITS AND SIGNATURE PAGE FOLLOWS]**

## EXHIBIT A - State of Texas Assurances

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

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

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

**EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION**

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

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

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C - CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_