

102 West Austin Street, Suite 205
Jefferson, Texas 75657



Hon. Leward J. LaFleur

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Marion County Judge

FILED FOR RECORD
(903) 665-3261
24 DEC 13 AM 09:45-8732
KIMBERLY WISE
CO. CLERK, MARION CO.
BY  DEPUTY
Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that a special meeting of the Marion County Commissioners Court will be held on the 17th December, 2024 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

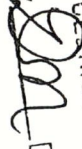
Prayer

Pledges of the American and Texas Flag

1. Court to audit and settle all accounts against County and direct their payment.
2. Consider for approval award of Kellyville Community Center - Building Improvements WEC 24-06018 to be funded under ARPA Revenue Loss Funds authorizing County Judge to sign all documents.
3. Consider for approval Acceptance of the 2025 Rural Law Enforcement Salary Assistance program for The Sheriff Department Award #IA-0000001247 at \$250,000 through the Texas Comptroller of Public Accounts authorizing County Judge to DocuSign.
4. Consider for approval Acceptance of the 2025 Rural Law Enforcement Salary Assistance program for The Sheriff Department Award #IA-0000001243 at \$100,000 through the Texas Comptroller of Public Accounts authorizing District Attorney to DocuSign.
5. Enter into minutes District Judge's Appointment Order of County Auditor.
6. Consider approval of Beneficiary Payment to Friends of Jefferson Animals under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.
7. Consider approval of Beneficiary Payment to Smithland Volunteer Fire Department under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.
8. Consider approval of Beneficiary Payment to South Shore Volunteer Fire Department under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.
9. Consider approval of Beneficiary Payment to Jefferson Volunteer Fire Department under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.
10. Consider approval of Beneficiary Payment to Jackson Volunteer Fire Department under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.

11. Consider approval of Beneficiary Payment to Mims Volunteer Fire Department under ARPA Revenue Loss Funds authorizing County Judge to sign Beneficiary Agreement.


Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
24 DEC 13 AM 9:45
KIMBERLY WISE
CO. CLERK, MARION CO.
BY  DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

DECEMBER 17, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on December 17, 2024. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

ORDER TO SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT.

Motion by Ashley, seconded by Pattison to approve the consent agenda. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER TO APPROVE AWARD OF KELLYVILLE COMMUNITY CENTER – BUILDING IMPROVMENTS WEC 24-06018 TO BE FUNDED UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING COUNTY JUDGE TO SIGN THE DOCUMENT WHICH WILL BE THE BID OF \$239,522.00 WITH AS PROJECTED BY MR. WOODS PROBABLY ANOTHER ADDITIONAL \$5,478.00 BUT NOT TO EXCEED \$245,000.00 WORK TO BE DONE BY NOBLE CONSTRUCTION MANAGEMENT OUT OF LONGVIEW TEXAS.

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE ACCEPTANCE OF THE 2025 RURAL LAW ENFORCEMENT
SALARY ASSISTANCE PROGRAM FOR THE SHERIFF DEPARTMENT AWARD
#IA-0000001247 AT \$250,000.00 THROUGH THE TEXAS COMPTROLLER OF
PUBLIC ACCOUNTS AUTHORIZING COUNTY JUDGE TO DOCUSIGN.**

Motion by Lee, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "B" attached

ITEM NO. 4**ORDER TO APPROVE ACCEPTANCE OF THE 2025 RURAL LAW ENFORCEMENT
SALARY ASSISTANCE PROGRAM FOR THE DISTRICT ATTORNEY AWARD #IA-
0000001243 AT \$100,000.00 THROUGH THE TEXAS COMPTROLLER OF PUBLIC
ACCOUNTYS AUTHORIZING DISTRICT ATTORNEY TO DOCUSIGN.**

Motion by Lafleur, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "C" attached

ITEM NO. 5**ENTER INTO MINUTES DISTRICT JUDGE'S APPOINTMENT ORDER OF COUNTY
AUDITOR.**

No Action Taken

See Exhibit "D" attached

ITEM NO. 6**ORDER TO APPROVE BENEFICIARY PAYMENT TO FRIENDS OF JEFFERSON
ANIMALS UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING OUR COUNTY
JUDGE TO SIGN THE BENEFICIARY AGREEMENT IN THE DOLLAR AMOUNT OF
\$14,400.00.**

Motion by Lee, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "E" attached

ITEM NO. 7**ORDER TO APPROVE BENEFICIARY PAYMENT TO SMITHLAND VOLUNTEER
FIRE DEPARTMENT UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING
COUNTY JUDGE TO SIGN BENEFICIARY AGREEMENT.**

Motion by Pattison, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "F" attached

ITEM NO. 8**ORDER TO APROVE BENEFICIARY PAYMENT TO SOUTH SHORE VOLUNTEER
FIRE DEPARTMENT UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING
COUNTY JUDGE TO SIGN BENEFICIARY AGREEMENT IN THE AMOUNT OF
\$17,280.00.**

Motion by Lee, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

See Exhibit "G"

ITEM NO. 9**ORDER TO APPROVE BENEFICIARY PAYMENT TO JEFFERSON VOLUNTEER
FIRE DEPARTMENT UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING
COUNTY JUDGE TO SIGN BENEFICIARY AGREEMENT IN THE AMOUNT OF
\$17,280.00.**

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "H"

ITEM NO. 10**ORDER TO APPROVE BENEFICIARY PAYMENT TO JACKSON VOLUNTEER FIRE
DEPARTMENT UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING COUNTY
JUDGE TO SIGN BENEFICIARY AGREEMENT IN THE AMOUNT OF \$17,280.00.**

Motion by Lee, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

See Exhibit "I"

ITEM NO. 11**ORDER TO APPROVE BENEFICIARY PAYMENT TO MIMS VOLUNTEER FIRE DEPARTMENT UNDER ARPA REVENUE LOSS FUNDS AUTHORIZING COUNTY JUDGE TO SIGN BENEFICIARY AGREEMENT IN THE AMOUNT OF \$17,280.00.**

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

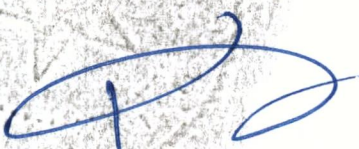
See Exhibit "J"

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:23 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK



COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

WOOD ENGINEERING COMPANY**CIVIL - STRUCTURAL - SURVEYING****Firm Reg. No. F-8594 & 101362-00****1616 Judson Rd. Suite 6-L****Longview, TX 75601****(903) 234-1118 dbwood7@netscape.net****MARION COUNTY
COUNTY COURTHOUSE**

114 W. Austin St.

Jefferson, Texas 75657

December 16, 2024

ATTN: Honorable Leward J. LaFleur
County Judge**RE: Kellyville Community Center – Building Improvements**
130 Kelly Park Road
Jefferson, Marion County, TX

Judge LaFleur,

Sealed construction bid proposals for the above referenced project were received until 2:00 p.m. Monday December 16, 2024 in room 205 of the Marion County Courthouse, 102 W. Austin Street, Jefferson, Marion County, TX.

The above referenced project was advertised in accordance with accepted standards via newspaper, and e-mailed advertisements.

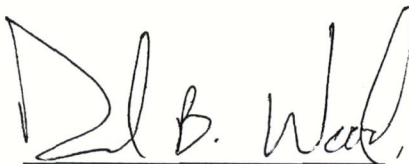
One sealed bid proposal was received, opened, and publicly announced to all present. Noble Construction Management of Longview, TX was the apparent low bidder. Said bid proposal was taken to the office of Wood Engineering Company, Inc. for verification.

Wood Engineering Company, Inc. has reviewed the bid proposal for price in conjunction with the contractor's ability. The proposed price, for the most part, is at market rates at this time. Given these factors Wood Engineering Company, Inc. recommends awarding the project to Noble Construction Management in the amount of \$239,522.00 per attached received Bid Proposal.

Thank you for the opportunity to provide professional engineering services for this project and I look forward to construction and completion of another successful project.

Please call me with any questions and/or comments.

12-16-2024

 *David B. Wood, PE, RPLS*David B. Wood, P.E., R.P.L.S.
Wood Engineering Company, Inc.
Longview, TX

Marion County Courthouse
102 West Austin Street
Jefferson, TX 75657

Kellyville Community Center - Building Improvements – BID PROPOSAL

BID DATE: 2:00 p.m. December 16, 2024

Proposal of Noble Construction Management, (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of Texas a partnership, or an individual doing business as _____ (strike out inapplicable terms).

TO MARION COUNTY, TEXAS (OWNER):

The undersigned bidder, in response to the Notice to Bidders for the construction of the above project and in conformance with the Information for Bidders; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor; hereby proposes to furnish all labor, materials, supplies, equipment, and superintendence necessary for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed herein.

The undersigned Bidder proposes, acknowledges, and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor, and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which this direct payment is specifically provided. Furthermore, the undersigned agrees that one such subsidiary item is the protection, maintenance, repair, or replacement of all underground lines and services, whether shown on the plans or not, all to the full satisfaction of the Engineer and in a timely manner.

1. BASE BID: For the complete construction, including General, Mechanical-Ventilating, Electrical, and Plumbing work in accordance with the Contract Documents.

FOR THE SUM TOTAL OF:

Two-hundred ninety-three thousand one hundred five DOLLARS (\$ 293,105.00).

2. Miscellaneous Construction Allowance 1:

FOR THE SUM TOTAL OF: Forty-five thousand and no/100 DOLLARS (\$45,000.00)

3. Miscellaneous Construction Allowance 2:

FOR THE SUM TOTAL OF: Forty-five thousand and no/100 DOLLARS (\$45,000.00)

Total Amount Bid Alternate #1 (Base Bid + Miscellaneous Construction Allowance 1) =
\$346,689.00

Total Amount Bid Alternate #2 (Base Bid + Miscellaneous Construction Allowance 1 + Miscellaneous Construction Allowance 2) = \$400,273.00

Total Amount Bid Alternate #3 (Base Bid - Miscellaneous Construction Allowance 1) =
\$239,522.00

TIME OF COMPLETION: 60 days

Upon receipt of the Notice of Acceptance of this Bid, I (We) agree to execute the formal contract within five (5) days of said Notice.

If we default in executing the Contract within five (5) days after receiving written notification from Marion County being awarded the Contract, I (We) agree to pay Marion County the amount of 5% of the successful Bid for liquid damages within 15 days of the Bid default.

SEPARATION OF CHARGES FOR MATERIALS & LABOR regarding the Limited Sales, Excise and Use Tax Rules and Regulations, Chapter 151, Title 2, of the Texas Statutes, the following lump sum amounts for materials and labor is incorporated into the work.

Materials to be incorporated into the work: \$ 73,276.25

Labor to be incorporated into the work, including reuseable materials and equipment rentals used in the process of the work:

\$ 219,828.75

BID SECURITY: Attached hereto without endorsement, in the sum of:

Fourteen Thousand six hundred fifty-five twenty five cents DOLLARS (\$ 14,655.25)

shall become the property of the Owner should I (we) fail to execute and deliver the Contract and satisfactory surety bonds within the time set forth.

BID PROPOSAL: Kellyville Community Center - Building Improvements

The undersigned Bidder hereby agrees to begin work under the contract on or before the date to be specified in the written Notice to Proceed and to fully complete the project within 60 consecutive calendar days. The undersigned Bidder further agrees to pay, as liquidated damages, the sum of **\$450.00** for each consecutive calendar day thereafter as provided in Item 7 of the Information for Bidders.

The undersigned Bidder has contacted, within 72 hours prior to this bid opening, the office of the Engineer, **Wood Engineering** and has determined that all Addenda are as follows:

Addendum No. 1, dated _____;
Addendum No. 2, dated _____;

The undersigned Bidder acknowledges and agrees that this Proposal shall be good and may not be withdrawn for a period of 90 calendar days from the date of this bid opening.

The undersigned Bidder is obligated to and shall show accurate unit prices as well as total amounts, and agrees that in the case of ambiguity between unit prices and total amounts or in the case of any other ambiguity the Owner may interpret an ambiguity in a manner most advantageous to the Owner or reject the bid.

The undersigned Bidder further acknowledges and agrees that a bid that has been opened may not be changed for the purpose of correcting an error in the final bid price.

The undersigned Bidder agrees to execute the Contract Agreement and furnish the required Performance Bond, Payment Bond, and Maintenance Bond within 15 calendar days from the date of acceptance of the Proposal.

The undersigned Bidder has attached and made a part of this Proposal a bid security in conformance with Item 5 of the Information for Bidders.

Submitted by:


(Signature)

Blayne Cole
(Name - Typed or Printed)

President/CEO
(Title)

12/16/2024
(Attest - Date)

(Corporation Seal)

Noble Construction Management
(Firm)

4902 W Loop 281 S
(Address)

Longview, Gregg, TX, 75603
(City, County, State, Zip Code)

(903) 985-8899
(Area Code-Telephone Number)

(Fax Number)

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GRANT AGREEMENT
Rural Law Enforcement Salary Assistance Program
Award # IA-0000001247

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Marion ("Grantee") located at 102 W Austin, Room 205 Jefferson Texas 75657. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 250000.00, to be disbursed to Grantee for the purposes of funding a Rural Sheriff's Office Salary Assistance Grant FY25, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant FY25 as indicated on the Grantee's application.
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements

of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.

3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31, 2025, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grant funds may only be used:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), each deputy sheriff that meets the definition in 34 TAC §16.300(4), and each county jailer that meets the definition in 34 TAC §16.300(2) receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff's office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

- B. Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

- A. Authorized Uses.** Grant funds may only be used to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)).

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- B. Contribution Requirement.** For each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. Authorized Uses. Grant funds may only be used:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14)) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

- A. Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

- B. Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the

- number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
- ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
1. require Grantee to return the grant funds or a portion of the grant funds;
 2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
 3. disallow all or part of the cost of the activity or action that is not in compliance;

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4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- H. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- I. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- J. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- K. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- L. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- M. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- N. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Article IX. Certifications, Representations, and Warranties

By signing the Agreement, Grantee certifies its compliance with the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.
- B. **Actual or Potential Conflicts of Interest Prohibited.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.

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- C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
- F. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- H. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- I. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- J. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.

Article X. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
 ATTN: Contracts Section
 111 E 17th Street, Room 310C
 Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Marion
 102 W Austin, Room 205 Jefferson Texas 75657

Contact Person: Leward J LaFleur
 County Judge
leward.lafleur@co.marion.tx.us
 9036653691

Article XI. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

Marion

BY _____

BY _____

Lisa Craven
 Deputy Comptroller

Leward J LaFleur
 County Judge

DATE _____

DATE 12/17/2024 | 10:50 AM CST

GRANT AGREEMENT
Rural Law Enforcement Salary Assistance Program
Award # IA-0000001243

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and the Office of the County Attorney of Marion ("Grantee") located at 102 W. Austin St. Rm. 201 Jefferson Texas 75657. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$100000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant FY25, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office Salary Assistance Grant FY25 as indicated on the Grantee's application.
2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements

of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.

3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31, 2025, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. Authorized Uses. Grant funds may only be used:

1. to provide a minimum annual salary of at least:
 - a. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
 - b. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
 - c. \$40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), each deputy sheriff that meets the definition in 34 TAC §16.300(4), and each county jailer that meets the definition in 34 TAC §16.300(2) receives the minimum salary described by paragraph (1) of this section:
 - a. to increase the salary of a person described by paragraph (1) of this section;
 - b. to hire additional deputies or staff for the sheriff's office; or
 - c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

- B. Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

- A. Authorized Uses.** Grant funds may only be used to provide a minimum annual salary of \$45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)).

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- B. Contribution Requirement.** For each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

- A. Authorized Uses.** Grant funds may only be used:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14)) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

- A. Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

- B. Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in this Article; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the

number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

- ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

- A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

- A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. **Remedies for Non-Compliance.** If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:
- 1. require Grantee to return the grant funds or a portion of the grant funds;
 - 2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
 - 3. disallow all or part of the cost of the activity or action that is not in compliance;

4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

- A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.
- C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

- G. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- H. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- I. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- J. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
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- C. **Cybersecurity Training Program (Local Government System).** Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
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The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the County Attorney of Marion
102 W. Austin St. Rm. 201 Jefferson Texas 75657

Contact Person: Angela Smoak
Marion County Attorney
angela.smoak@co.marion.tx.us
9036652611

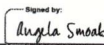
Article XI. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

Marion

BY 

BY 

Lisa Craven
Deputy Comptroller

Angela Smoak
Marion County Attorney

DATE 12/17/2024 | 11:14 AM CST

DATE 12/17/2024 | 11:11 AM CST

APPOINTMENT OF COUNTY AUDITOR

FILED FOR RECORD

2024 DEC -5 PM 4:11

SUSAN ANDERSON
DISTRICT CLERK
MARION COUNTY, TEXAS
BY [Signature] DEP.

THE STATE OF TEXAS X
THE COUNTY OF MARION X

WHEREAS, the office of County Auditor for Marion County, Texas has heretofore been established in conformity with law, it is the duty of the District Judges having jurisdiction in Marion County, Texas to appoint a County Auditor; and

WHEREAS, the compensation of the County Auditor for Marion County, Texas, has been set by law.

NOW, therefore, we, Michael Kopech and Dean Fowler, Judges of the 276th and 115th Judicial Districts, the Courts having jurisdiction in Marion County, Texas do hereby appoint SHANNA SOLOMON, a qualified person, as County Auditor of Marion County, Texas; and she shall, before entering upon the duties of said office take and subscribe the oaths prescribed by law, as set forth in Section 84.007 of the Local Government Code, and enter into a bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof for a term of two (2) years beginning January 1, 2025 and expiring December 31, 2026

The salary for the Marion County Auditor shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said SHANNA SOLOMON shall perform the duties prescribed for the office of the County Auditor and be subject to the provisions of law respecting her duties and tenure of office.

This order shall be duly filed and recorded in the Minutes of the 276th and 115th District Courts of Marion County, Texas, and be certified by the Clerk of said Court to the Commissioners' Court of Marion County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of salary.

WITNESS MY HAND at Jefferson Marion Co., Texas this 12th day of November 2024.

[Signature]
Michael Kopech, JUDGE
276th JUDICIAL DISTRICT
Court of Marion County, Texas

WITNESS MY HAND at MARION Co., Texas this 5TH day of DECEMBER 2024.

[Signature]
Dean Fowler, JUDGE
115th JUDICIAL DISTRICT
Court of Marion County, Texas

DISTRICT COURT OF MARION COUNTY, TEXAS
ATTESTED COPY
ATTEST SUSAN ANDERSON
DISTRICT CLERK, MARION COUNTY, TEXAS
BY [Signature] 2024
DEP.

Exhibit "E"
Marion County
Friends of Jefferson Animals
BENEFICIARY AGREEMENT

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THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day of December 2024, by and between Marion County, hereinafter referred to as the "County" and Friends of Jefferson Animals, hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid Friends of Jefferson Animals in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

This is a one-time payment to Friends of Jefferson Animals, a 501 (c)3 non-profit organization, and is able to provide documentation as provided by the United States Internal Revenue Services. The amount of the payment is to be \$14,400.00 (fourteen thousand four hundred dollars and no/100)

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 2018, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: Friends of Jefferson Animals

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award

588 of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Dina Carrol
Title: Marion County Auditor	Title: member
Marion County	Beneficiary Name: Friends of Jefferson Animals
Address: 102 W Austin, Room 102	Address: 304 East Elizabeth St
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Jefferson, TX 75657
Email: ssolomon@co.marion.tx.us	Phone

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

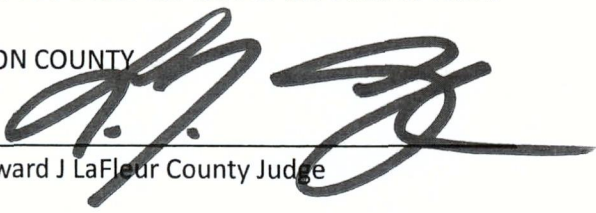
Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:

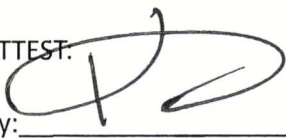
December 17, 2024

IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: 

Leward J LaFleur County Judge

ATTEST: 

By: _____

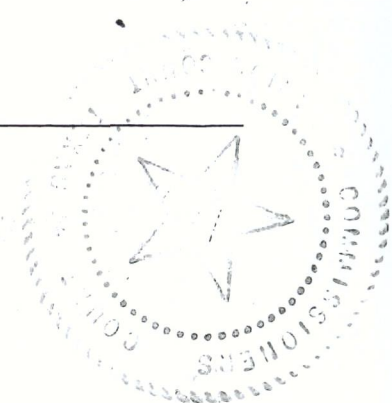
Kim Wise, County Clerk

BENEFICIARY ENTITY


Signature

Sharon Goolsby
Printed Name

Secretary - Friends of Jefferson Animals
Title



**Marion County
Smithland Volunteer Fire Department
BENEFICIARY AGREEMENT**

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day of December 2024, by and between Marion County, hereinafter referred to as the "County" and Smithland Volunteer Fire Department hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid Smithland VFD in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

This is a one-time payment to Smithland Volunteer Fire Department, a 501 (c)3 non-profit organization, and is able to provide documentation as provided by the United States Internal Revenue Services. The Smithland VFD has a Texas TIN as well as a Federal EIN. The amount of the payment is to be \$17,280.00 (seventeen thousand two hundred eighty dollars and no/100)

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 1986, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: Smithland Volunteer Fire Department.

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award

of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Alan Biddy
Title: Marion County Auditor	Title: Fire Chief
Marion County	Beneficiary Name: Smithland VFD
Address: 102 W Austin, Room 102	Address: 8247 State Hwy 49
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Jefferson, TX 75657
Email: ssolomon@co.marion.tx.us	Email: -

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:**December 17, 2024**

IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: _____

Leward J LaFleur County Judge

ATTEST:

By: _____

Kim Wise, County Clerk

BENEFICIARY ENTITY

Alan Beddy

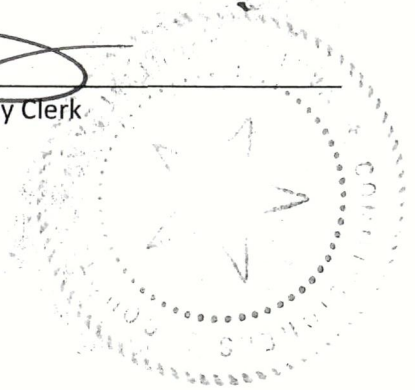
Signature

Alan Beddy

Printed Name

S.U.F.D Fire Chief

Title



Marion County
South Shore Volunteer Fire Department
BENEFICIARY AGREEMENT

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day of December 2024, by and between Marion County, hereinafter referred to as the "County" and South Shore Volunteer Fire Department hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid South Shore VFD in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

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This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 2019, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: South Shore Volunteer Fire Department

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award

of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Tracey Heim
Title: Marion County Auditor	Title: Fire Chief
Marion County	Beneficiary Name: South Shore VFD
Address: 102 W Austin, Room 102	Address: 170 Corvette St
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Ore City, TX 75683
Email: ssolomon@co.marion.tx.us	Email:

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:

December 17, 2024

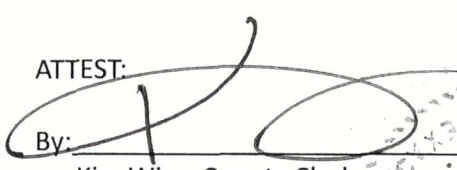
IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: 

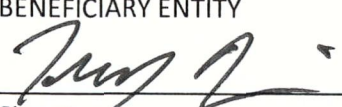
Leward LaFleur County Judge

ATTEST:

By: 

Kim Wise, County Clerk

BENEFICIARY ENTITY



Signature

TRACER HEIER

Printed Name

Fire Chief

Title

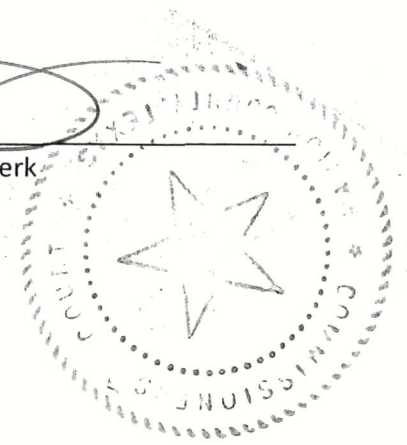


Exhibit "H"
Marion County
Jefferson Volunteer Fire Department
BENEFICIARY AGREEMENT

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day December 2024, by and between Marion County, hereinafter referred to as the "County" and Jefferson Volunteer Fire Department hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid Jefferson VFD in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

This is a one-time payment Jefferson Volunteer Fire Department, a 501 (c)3 non-profit organization, and is able to provide documentation as provided by the United States Internal Revenue Services. The Jefferson VFD has a Texas TIN as well as a Federal EIN. The amount of the payment is to be \$17,280.00 (seventeen thousand two hundred eighty dollars and no/100)

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 1989, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: Jefferson Volunteer Fire Department.

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE

OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Victor Perot
Title: Marion County Auditor	Title: Assistant Fire Chief
Marion County	Beneficiary Name: Jefferson VFD
Address: 102 W Austin, Room 102	Address: 305 East Austin ST
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Jefferson, TX 75657
Email: ssolomon@co.marion.tx.us	Email: -

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by

both the County and Beneficiary.

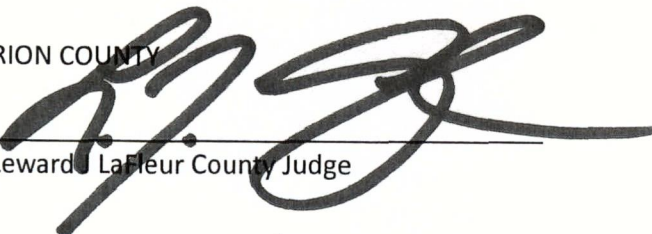
Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:

December 17, 2024

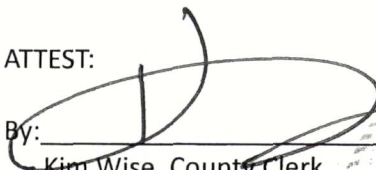
IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: 

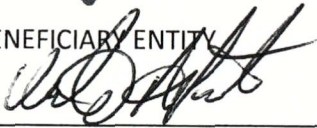
Leward LaFleur County Judge

ATTEST:

By: 

Kim Wise, County Clerk

BENEFICIARY ENTITY

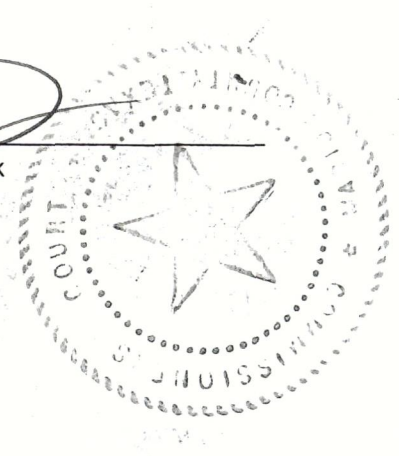

Signature

Victor A. Perot

Printed Name

Asst. Chief

Title



**Marion County
Jackson Volunteer Fire Department
BENEFICIARY AGREEMENT**

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day of December 2024, by and between Marion County, hereinafter referred to as the "County" and Jackson Volunteer Fire Department hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid Jackson Volunteer Fire Department in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

This is a one-time payment to Jackson Volunteer Fire Department, a 501 (c)3 non-profit organization, and is able to provide documentation as provided by the United States Internal Revenue Services. The amount of the payment is to be \$17,280.00 (seventeen thousand two hundred eighty dollars and no/100)

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 1991, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: Jackson Volunteer Fire Department.

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Debarment, Suspension, Ineligibility and Exclusion Compliance:

The Beneficiary certifies that it has not been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award

of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Jim Bruner
Title: Marion County Auditor	Title: Fire Chief
Marion County	Beneficiary Name: Jackson VFD
Address: 102 W Austin, Room 102	Address: P.O. Box 686 Harleton, TX 75651-0686
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Jefferson, TX 75657
Email: ssolomon@co.marion.tx.us	Email: Jackson.vfd@yahoo.com

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

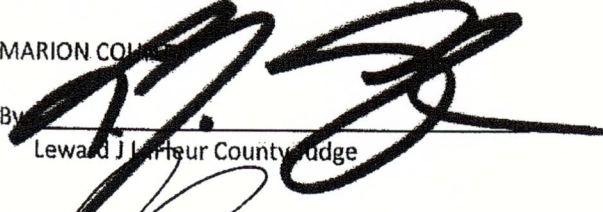
Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:

December 17, 2024

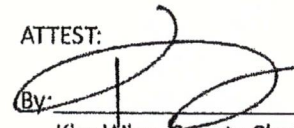
IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: 

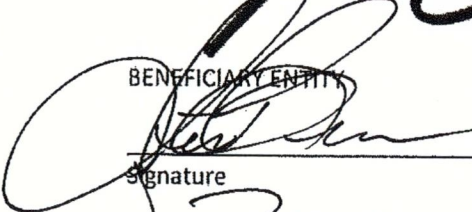
Lewand J. L. Flour County Judge

ATTEST:

By: 

Kim Wise, County Clerk

BENEFICIARY ENTITY


Signature

Printed Name

Title

Exhibit "J"
Marion County
Mims Volunteer Fire Department
BENEFICIARY AGREEMENT

THIS BENEFICIARY AGREEMENT ("Agreement") is made and entered into this 17th day December 2024, by and between Marion County, hereinafter referred to as the "County" and Mims Volunteer Fire Department hereinafter referred to as the "Beneficiary." The County and Beneficiary are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA") and on May 10, 2021, the U.S. Department of the Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to aid Mims Volunteer Fire Department in response to the negative economic impacts of the COVID-19 public health emergency.

WHEREAS, the County as a recipient has been awarded SLFRF funds by the U.S. Department of the Treasury ("Treasury") which are to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

WHEREAS, Beneficiary has requested that the County provide SLFRF to assist in the recovery from the negative economic impact of COVID-19; and

WHEREAS, the County desires to disburse funds to the Beneficiary to assist in their economic recovery; and

WHEREAS, Beneficiary has represented to the County that it has incurred an economic loss related to COVID-19, and that the requested funds are a necessary and proportional response to the economic loss experienced.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, to be paid to the Beneficiary by the County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

This is a one-time payment Mims Volunteer Fire Department, a 501 (c)4 non-profit organization, and is able to provide documentation as provided by the United States Internal Revenue Services. The amount of the payment is to be \$17,280.00 (seventeen thousand two hundred eighty dollars and no/100)

This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas and the laws, rules, and regulations of Marion County, Texas. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction in Marion County, Texas.

2.0 RESPONSIBILITIES OF BENEFICIARY ENTITY

Beneficiary warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Beneficiary's part to be performed hereunder; and

Has been operational since 1997, prior to the pandemic and affected by required closures and other efforts to contain the pandemic; and

Warrants funds are necessary for continuing the Beneficiary's regular operations.

RESPONSIBILITIES OF THE COUNTY

The County shall gather documentation to demonstrate the economic impact of COVID-19 on the Beneficiary and shall determine the amount of available funding that provides a proportional response that will respond to the negative economic impact.

3.0 BENEFICIARY'S COMPENSATION AND METHOD OF PAYMENT

Method of Payment: SLFRF funds will be provided in one lump sum payment to the Beneficiary via a bank check made payable to the following individual or entity identified here: Mims Volunteer Fire Department

Recapture of Funds: The County may recapture and be reimbursed by Beneficiary for any payments made by the County should it be found that (1) false information was provided regarding negative economic impacts, other eligibility/rating criteria for funding, or (2) the Beneficiary is found to be federally debarred or on the State of Texas debarment list.

This Agreement and the payments to be made hereunder are expressly contingent upon receipt by the County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Marion County Commissioners funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County.

4.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

Documentation and Recordkeeping: The Beneficiary shall maintain all records sufficient to evidence compliance with Section 603(c) of the American Rescue Plan Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

Records provided by the Beneficiary, demonstrating a negative economic impact – used for eligibility review and consideration.

Access to Records: At any time during normal business hours and as often as desired by the County, Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Beneficiary's records with respect to all matters covered by this Agreement and the Beneficiary shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Close-Outs: Beneficiary's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.

5.0 PERSONNEL AND PARTICIPANT CONDITIONS

Not employees: Neither the Beneficiary nor its employees are considered to be employees of the County for any purpose whatsoever.

The Beneficiary further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the County's personnel policies as now enacted or hereafter amended.

Compliance with Civil Rights Laws and Executive Orders:

The Beneficiary will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

The Beneficiary will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Beneficiary's employees are assigned to work.

The Beneficiary will in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Beneficiary agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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The Beneficiary agrees that should any notice of debarment, suspension, ineligibility, or exclusion be received by the Beneficiary, the Beneficiary will notify the County immediately.

Conflict of Interest: The County and the Beneficiary state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Commissioners and no other officer, employee, or agent of the County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

6.0 GENERAL CONDITIONS

INDEMNIFICATION AND RELEASE: BENEFICIARY AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT CLAIM OR CAUSE OF ACTION RESULTING FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

BENEFICIARY HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE BENEFICIARY'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING COUNTY'S NEGLIGENCE.

Representation by Beneficiary: The County has relied on all representations made by the Beneficiary, including all written statements, required attachments, and financial records (as applicable), used to make the selection and award

of funds. Beneficiary warrants the accuracy of all representations and understands that misrepresentation shall be cause to terminate the agreement and the Beneficiary shall owe all amounts paid to it as liquidated damages.

County Recognition: The Beneficiary shall ensure recognition of the role of the County in providing assistance through this Agreement and allows the County to use or share photos and other marketing/promotional materials related to this project.

Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this agreement, regardless of whether personally received by the Beneficiary.

<i>For the County, notices may be sent to:</i>	<i>For the Beneficiary, notices may be sent to:</i>
Name: Shanna Solomon	Name: Russell Yates
Title: Marion County Auditor	Title: Fire Chief
Marion County	Beneficiary Name: Mims VFD
Address: 102 W Austin, Room 102	Address: 9902 FM 729
City, State, Zip Code: Jefferson, TX 75657	City/State, Zip Code: Avinger, TX 75630
Email: ssolomon@co.marion.tx.us	Email: mimsvfd2@etex.net

Lobbying: The Beneficiary understands that utilization of any federally appropriated funds provided to the Beneficiary by the County and then used to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Beneficiary further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

Compliance with Laws: In performing the services required hereunder, the Beneficiary shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

Enforcement: The Beneficiary agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

Amendments: The County or Beneficiary may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Beneficiary from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Beneficiary.

Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement.

ARPA FUNDING FOR THIS BENEFICIARY AGREEMENT APPROVED BY COUNTY COMMISSIONERS COURT ON:

December 17, 2024

IN WITNESS, WHEREOF, the Beneficiary and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

MARION COUNTY

By: 

Leward LaFleur County Judge

ATTEST: 

By:

Kim Wise, County Clerk

BENEFICIARY ENTITY



Signature

William R Yates

Printed Name

Fire Chief

Title

