

**SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
EXECUTIVE COMMITTEE MEETING MINUTES
2210 EASTEX FREEWAY, BEAUMONT, TX
MAYOR HOME E. NAGEL ROOM and/or
AUDIO/VISUAL CONFERENCE VIA GOTOMEETING
<https://gotomeet.me/SETRPC>
FEBRUARY 24, 2021, 12:00 PM**

The South East Texas Regional Planning Commission (SETRPC) Executive Committee met on Wednesday, February 24, 2021, 12:00 pm. Due to circumstances regarding the COVID-19 pandemic, the meeting was held both in person (with a limited capacity) at the SETRPC and/or via GoToMeeting, to allow for COVID-19 social distancing protocols. A roll call of Executive Committee members to establish a quorum was conducted by Ms. Suzanne Carver, Executive Assistant, SETRPC. Mayor Rebecca Ford, City of Bevil Oaks, SETRPC President, called the meeting to order at 12:01 p.m. Judge Mark Allen, Jasper County, gave the Invocation, followed by the Pledge of Allegiance.

EXECUTIVE COMMITTEE REPRESENTATIVES PRESENT

Judge Wayne McDaniel, Hardin County
Commissioner Michael “Shane” Sinegal, Jefferson County
Commissioner Robert Viator, Orange County
Mayor Becky Ames, City of Beaumont
Mayor Rebecca Ford, City of Bevil Oaks
Mayor David Rutledge, City of Bridge City
Councilmember Terrie Salter, City of Orange, Representative for Councilmember Brad Childs, City of Orange
Councilmember Charlotte Moses, City of Port Arthur
Mayor Glenn Johnson, City of Port Neches
Mayor Bruce Robinson, City of Sour Lake
Mayor Roy McDonald, City of West Orange
Ms. Risa Barber, Information Specialist, Lower Neches Valley Authority
Ms. Holly Smith, Chief Financial Officer/Water Resources Mgr, Sabine River Authority
Mr. Brad Haeggquist, General Manager, Mauriceville Special Utility District
Mr. Joshua W. Allen, Sr., President, Jefferson County Drainage District #6 (DD6)

EXECUTIVE COMMITTEE REPRESENTATIVES NOT PRESENT

Commissioner L.W. Cooper, Jr., Hardin County
Commissioner Chris Kirkendall, Hardin County
Commissioner Alvin Roberts, Hardin County
Commissioner Amanda Young, Hardin County
Judge Jeff Branick, Jefferson County
Mr. Fred Jackson, Attorney, Representative for Judge Jeff Branick, Jefferson County
Commissioner Everette “Bo” Alfred, Jefferson County
Commissioner Vernon Pierce, Jefferson County
Commissioner Brent Weaver, Jefferson County
Judge John Gothia, Orange County
Commissioner Theresa Beauchamp, Orange County
Commissioner Kirk Roccaforte, Orange County
Commissioner Johnny Trahan, Orange County
Mayor Pro Tem Robin Mouton, City of Beaumont
Councilmember (Vacant), City of Bevil Oaks
Councilmember Terri Gauthier, City of Bridge City
Mayor William T. Sanders, City of China
Mayor Pro Tem Matthew Lopez, City of China
Mayor Chris Borne, City of Groves
Councilmember (Vacant), City of Groves
Mayor Fred Williams, City of Kountze
Mayor Pro Tem Mary Adams, City of Kountze
Mayor Don Surratt, City of Lumberton
Councilmember David Maniscalco, City of Lumberton
Mayor Don Albanese, City of Nederland
Councilmember Billy Neal, Representative for Mayor Don Albanese, City of Nederland
Councilmember Sylvia Root, City of Nederland
Mayor Kerry Abney, City of Nome
Councilmember (Vacant), City of Nome
Mayor Larry Spears, Jr., City of Orange
Mayor John Wesley Brown, City of Pine Forest
Mayor Pro Tem Tim Townley, City of Pine Forest
Mayor T.W. Permenter, City of Pinehurst

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EXECUTIVE COMMITTEE REPRESENTATIVES NOT PRESENT, Continued

Councilmember (Vacant), City of Pinehurst
Mayor Thurman “Bill” Bartie, City of Port Arthur
Mayor Pro Tem Robert Arnold, City of Port Neches
Mayor Bonnie Stephenson, City of Rose City
Councilmember Jayme McGlothin, City of Rose City
Mayor David Lang, City of Rose Hill Acres
Councilmember Cindy Mason, City of Rose Hill Acres
Mayor Kevin Garner, City of Silsbee
Mayor Pro Tem Mark Muckleroy, City of Silsbee, Representing Mayor Kevin Garner
Councilmember Roger Martin, City of Silsbee
Councilmember Shane Rich, City of Sour Lake
Mayor John Durkay, City of Taylor Landing
Councilmember Phil Owens, City of Taylor Landing
Mayor Kelly Carder, City of Vidor
Vacant, City of Vidor
Mayor Pro Tem Shirley Bonnin, City of West Orange
Mr. Nicholas Carter, President, Lumberton Municipal Utility District
Mr. Hal Ross, Director, Jefferson County WCID #10
Mr. Frank Inzer, Director, Orange County WCID #1 (Vidor)
Mr. Tom Woolley, President, Orange County WCID #2 (West Orange)
Mr. Leroy McCall, Jr., Jefferson County Drainage District #3 (DD3)
Mr. Richard Beaumont, Commissioner, Jefferson County Drainage District #7 (DD7)
Mr. Fritz Erbeling, President, Hardin County Emergency Services District #2
Vacant, Jefferson County Emergency Services District #1
Mr. Daniel J. Diaz, Jefferson County Emergency Services District #3
Vacant, Orange County Emergency Services District #3
Mr. Don Carona, General Manager, Orange County Drainage District
Ms. Lorrie Taylor, Port Director & CEO, Orange County Navigation & Port District
Mr. Lee E. Smith, President, Port of Beaumont
Mr. John Comeaux, Commissioner, Port of Port Arthur
Mr. Ken Duhon, Commissioner, Sabine-Neches Navigation District
Dr. Shannon Allen, Superintendent, Beaumont ISD
Mr. Todd Lintzen, Superintendent, Bridge City ISD
Dr. Dwaine K. Augustine, Superintendent, Hamshire-Fannett ISD
Dr. Mark Porterie, Port Arthur ISD
Ms. Julie Gauthier, Assistant Superintendent, Port Neches-Groves ISD

STATE DELEGATION EX-OFFICIO REPRESENTATIVES (Non-Voting) PRESENT

Ms. Lauren Perkins, District Director, Representative for State Speaker Dade Phelan

STAFF PRESENT

Ms. Shanna Burke, Executive Director, SETRPC
Ms. Suzanne Carver, Executive Assistant, SETRPC
Mr. Jim Borel, Director, Finance, SETRPC
Ms. Glenda Lacy, Director, Disaster Recovery Division (DRD) / Human Resources Manager, SETRPC
Mr. Steve Curran, Director, Criminal Justice and Homeland Security Division (CJHSD)
Ms. Kaylan Arendale, Regional Emergency Planner, CJHSD
Ms. Tyronna McKenzie, Director, SETX Foster Grandparent Program
Ms. Colleen Halliburton, Director, Community Services Division (CSD)
Ms. Crystal Petry, Director, Golden Triangle RSVP
Mr. Pete De La Cruz, Director, 9-1-1 Emergency Network
Mr. Bob Dickinson, Director, Transportation & Environmental Resources Division (T&ER)
Mr. Jimmie Lewis, Planner, T&ER

GUESTS PRESENT

Mr. Jason Fuller, Southeast Texas Regional Director, U.S. Senator Ted Cruz
Mr. Ben DeLeon, Deputy Regional Director, U.S. Senator John Cornyn
Ms. Rhonda Masters, Community Outreach Coordinator, Texas General Land Office (GLO)
Judge Mark Allen, Jasper County
Mr. Chris Boone, Planning & Community Development Director, City of Beaumont
Mr. Jerry Hood, City Manager, City of Pinehurst
Mr. Mike Zeto, CIS Manager, Orange Police Department

21-09 APPROVAL OF NOVEMBER 18, 2020 EXECUTIVE COMMITTEE MINUTES
APPROVAL OF JANUARY 21, 2021 ANNUAL MEETING & INSTALLATION OF
OFFICERS

➤ Mr. Josh Allen, Jefferson County Drainage District #6, made a motion to approve the November 18, 2020 Executive Committee Minutes and the January 21, 2021 Annual Meeting & Installation of Officers Minutes. Mayor Becky Ames, City of Beaumont, seconded the motion. The motion carried unanimously.

21-10 APPROVAL OF OCTOBER, NOVEMBER AND DECEMBER TREASURER’S REPORTS
APPROVAL OF INVESTMENT REPORT FOR QUARTER ENDED DECEMBER 31, 2020

➤ Mayor Becky Ames, City of Beaumont, made a motion to approve the October, November and December 2020 Treasurer’s Reports and the Investment Report for the Quarter Ended December 31, 2020. Mayor Roy McDonald, City of West Orange, seconded the motion. The motion carried unanimously.

21-11 ADMINISTRATION

➤ Ms. Glenda Lacy, HR Manager / DRD Director, presented the Internal Ethics and Compliance Program for review and adoption. Ms. Lacy reported that the Ethics and Compliance Policy is included in the SETRPC Personnel Policy Manual under Provision 204 and referenced on page 3 of the policy. The Requirements of the Ethics and Compliance Regulation for Funding requires an entity to adopt an internal ethics and compliance program that satisfies the requirements of 43 TAC Chapter 31.91 and 43 TAC Chapter 10.51 of this title (relating to the Internal Ethics and Compliance Program) and must enforce compliance with that program to be eligible to receive state or federal public transportation funds awarded by the commission. Reference to this can be found on page 5 of this policy.

Ms. Lacy stated that TAC requirements in the SETRPC Personnel Policy Manual (SETRPC PPM) address numerous items that relate to the ethics and employee code of conduct. Specific items required by the Rule 10.51 of Title 43 of the TAC can be found in the following provisions:

- Ethics and Compliance – Provision 204
- Records Retention – Provision 215
- Fraud – Provision 204
- Equal Opportunity Employment – Provision 203
- Sexual Harassment and Sexual Misconduct – Provision 803
- Conflicts of Interest – Provision 207
- Personal Use of SETRPC Property – Provisions 703, 711 and 712
- Gifts and Honoraria – Provision 208
- Workplace Monitoring – Provision 713
- Problem Resolution – Provision 810
- Whistleblowing – Provision 814

Reference to this can be found on page 6 of this policy, and the Certification of the Internal Ethics and Compliance Program is found on page 7, which will be signed by SETRPC Executive Director, Shanna Burke, upon approval.

Ms. Lacy added that no changes have been made since it was last adopted. Ms. Lacy, on behalf of the Administration Division, then respectfully requested approval of the Adoption of the Internal Ethics and Compliance Program.

Mayor Becky Ames, City of Beaumont, made a motion to approve the adoption of the Internal Ethics and Compliance Program as presented. Councilmember Charlotte Moses, City of Port Arthur, seconded the motion. The motion carried unanimously.

➤ Finally, Ms. Lacy presented the Conflict of Interest Policy for review and approval. She provided highlights of the policy, which was included in Executive Committee packets.

- South East Texas Regional Planning Commission (SETRPC) Executive Committee Voting Members, Advisory Group Members and Staff Members [hereafter referred to as Representative(s)] must avoid any conflict of interest as it relates to business conducted by the SETRPC. A “conflict of interest” occurs when a Representative’s private interest interferes in any way with the interests of the SETRPC as a whole.
- Representatives should also avoid the appearance of a conflict. SETRPC acknowledges that the appearance of a conflict of interest does not always imply actual conflict.
- A situation of conflict can arise when a Representative or a member of his or her family takes actions or has interests that may make it difficult for the Representative to make decisions on behalf of the SETRPC objectively and effectively. A conflict of interest can also arise when a Representative or a member of his or her family receives improper personal benefits as a result of the Representatives position.

Ms. Lacy continued by giving an overview of procedures related to conflict of interests, which could be found on pages two (2) and three (3), as shown below:

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Ms. Lacy then gave an overview of procedures related to conflict of interests, which could be found on pages two (2) and three (3), as shown below:

PROCEDURES RELATED TO CONFLICT OF INTERESTS

1. Disclosure Prior to a Decision/Vote Being Made
2. Disclosure After a Decision/Vote Has Been Made
3. Addressing the Conflict of Interest
4. Violations of the Conflict of Interest Policy
5. Record of Proceedings
6. Annual Distribution
7. Periodic Reviews

In conclusion, Ms. Lacy stated that no changes have been made to the Conflict of Interest Policy since it was last adopted and was, therefore, presented for review and approval as written.

Mayor Becky Ames, City of Beaumont, made a motion to approve the SETRPC Conflict of Interest Policy as presented. Councilmember Charlotte Moses, City of Port Arthur, seconded the motion. The motion carried unanimously.

21-12 CRIMINAL JUSTICE AND HOMELAND SECURITY DIVISION

➤ Mr. Steve Curran, Director, Criminal Justice and Homeland Security Division (CJHSD), presented for approval, a Resolution Authorizing Entering into an Interlocal Agreement between the South East Texas Regional Planning Commission (SETRPC) and the City of Orange for Joint Construction of a Regional 800 MHZ Radio Tower Using Grant Funds (*See Attachment A*), which:

- 1) Includes a Memorandum of Understanding for the Transfer of Equipment upon completion of the 800MHz Radio Tower between the SETRPC and the City of Orange;
- 2) Names Shanna Burke, Executive Director, as the authorized official for this agreement;
- 3) Agrees to return all grant funds in the even of loss or misuse.

Mr. Curran then provided a review of the Interlocal Cooperation Agreement Between the SETRPC and the City of Orange, Texas (*See Attachment B*.) Included were (4) four exhibits:

- Exhibit A: SETRPC Grant Breakout / Equipment List
- Exhibit B: City of Orange Grant Breakout / Equipment LITS – Pyramid
- Exhibit C: Memorandum of Understanding Between SETRPC Sub-Recipient and City of Orange Receiving Jurisdiction /Agency
- Exhibit D: TML Intergovernmental Risk Pool Certificate of Coverage

Mr. Curran, on behalf of the CJSHD, then requested approval of the Resolution Authorizing Entering into an Interlocal Agreement between the South East Texas Regional Planning Commission (SETRPC) and the City of Orange for the Joint Construction of an 800 MHZ Radio Tower Using Grant Funds.

Judge Wayne McDaniel, Hardin County, made a motion to approve the Resolution Authorizing Entering into an Interlocal Agreement between the SETRPC and the City of Orange for the Joint Construction of an 800 MHZ Radio Tower Using Grant Funds as presented. Mayor Roy McDonald, City of West Orange, seconded the motion. The motion passed unanimously.

➤ Ms. Kaylan Arendale, Regional Emergency Planner, CJHSD, then presented three (3) separate resolutions for approval. First, Ms. Arendale presented a Resolution Authorizing Submittal of the Homeland Security Planning Grant to the Office of the Governor, Homeland Security Division. Ms. Arendale explained that this Planning Grant covers the compilation of the Threat and Hazard Identification Risk Assessment (THIRA), the Stakeholder’s Preparedness Report (SPR), the Implementation Plan (IP), and, this year, a big project is the update and renewal of the three counties plus the Regional Hazard Mitigation Action Plan, along with other daily planning activities. Ms. Arendale, on behalf of the CJHSD, stated that they are seeking permission to resubmit this grant, which:

- 1) Authorizes SETRPC Criminal Justice and Homeland Security Division to submit grant number #2959607 to the Office of the Governor in the amount of \$135,000.00;
- 2) Names Shanna Burke, Executive Director, as the authorized official for this grant;
- 3) Agrees to return all grant funds in the event of loss or misuse.

➤ Second, Ms. Arendale, on behalf of the CJHSD, presented for approval a Resolution Authorizing Submittal of the Regional Juvenile Alternatives Grant (RJA) to the Office of the Governor, Criminal Justice Division. Ms. Arendale reported that this the grant where the SETRPC CJHSD partners with Hardin, Jefferson, and Orange Counties Juvenile Detention Centers. This provides counseling services, psychological assessment, residential placement and other things that the juveniles might need who are involved in the juvenile justice system. This Resolution:

- 1) Authorizes SETRPC Criminal Justice and Homeland Security Division to submit grant number 3554604 to the Office of the Governor in the amount of \$56,673.06;
- 2) Names Shanna Burke, Executive Director, as the authorized official for this grant;
- 3) Agrees to return all grant funds in the event of loss or misuses.

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➤ Third, Ms. Arendale, on behalf of the CJHSD, presented for approval a Resolution Authorizing the Submittal of the Lamar Institute of Technology (LIT) Regional Law Enforcement Training Academy Grant to the Office of the Governor, Criminal Justice Division. This is a two-year grant for TECOLE Training for current certified law enforcement and cadet training for personnel who are attending the regional LIT police academy who want to become in the law enforcement profession. This Resolution:

- 1) Authorizes SETRPC Criminal Justice and Homeland Security Division to submit grant number 1465518 to the Office of the Governor in the amount of \$198,314.00
- 2) Names Shanna Burke, Executive Director, as the authorized official for this grant;
- 3) Agrees to return all grant funds in the event of loss or misuse.

Councilmember Charlotte Moses, City of Port Arthur, made a motion to approve the three Resolutions for grant applications as presented:

- 1) Resolution Authorizing Submittal of the Homeland Security Planning Grant to the Office of the Governor, Homeland Security Division (*See Attachment C.*)
- 2) Resolution Authorizing Submittal of the Regional Juvenile Alternatives Grant (RJA) to the Office of the Governor, Criminal Justice Division (*See Attachment D.*)
- 3) Resolution Authorizing Submittal of the Lamar Institute of Technology Regional Law Enforcement Training Academy Grant to the Office of the Governor, Criminal Justice Division (*See Attachment E.*)

Commissioner Michael Shane Sinegal, City of Port Arthur, seconded the motion. The motion carried unanimously.

➤ Last, Ms. Arendale, on behalf of the CJHSD, presented two Emergency Management Planning Advisory Committee (EMPAC) recommendations for approval. The first recommendation from the EMPAC presented for approval was the 2021 EMPAC Member List. The list includes primary and alternate voting members selected by the jurisdiction’s chief elected official to serve as an EMPAC member. Please see below. (*New members coming onto the committee are highlighted in yellow.*)

EMPAC Committee Designees February 17, 2021	
<u>Jurisdiction</u>	<u>Designee/Alternate</u>
Hardin County	Aaron Tupper--EMC Wayne McDaniel-- Hardin County Judge
Kountze	Jeff Lacombe-Fire Chief/EMC
Lumberton	Danny Sullins--Police Chief/EMC
Rose Hill Acres	Rick Thomisee—Municipal Judge David Lang—Mayor
Silsbee	Shawn Blackwell--Police Chief Robert Peden
Sour Lak	Jack Provost--City Manager Bruce Robinso--Mayor
Beaumont	Tim Ocnaschek--Police Captain Bart Bartkowiak--IT Manager
Bevil Oaks	Rebecca Ford--Mayor Don Smith--EMC
China	William “Butch” Sanders --Mayor Matt Lopez
Groves	Lance Billeaud--Fire Chief Norman Reynolds--Police Chief
Jefferson County	Mike White--EMC Robert Grimm--Deputy EMC
Nederland	Terry Morton --Fire Chief Robert Woods--Fire
Nome	Kerry Abney--Mayor
Port Arthur	Robert “Louie” Havens--Fire Captain/EMC Mike Fratus--Deputy Police Chief/Deputy EMC
Port Neches	Paul Lemoine--Police Chief David Reeves--Asst. Police Chief
Taylor Landing	John Durkay--Mayor
Bridge City	Tod McDowell--Police Captain/EMC Paul Davis--Police Chief
Orange County	Joel Ardoin--EMC Leon George--EMC Keith Reneau--Chief Deputy
Orange (City of)	Lee Anne Brown--Deputy Fire Chief Mary Low--Fire Department
Pine Forest	Wesley Brown-Mayor Lauri Elliott--Councilwoman Joel Ardoin--EMC
Pinehurst	Fred Hanauer--Police Chief Jocelyn Trussell—Police LT.
Rose City	Bonnie Stephenson--Mayor Aleta Cappen-Police Captain/EMC
Vidor	Aleta Cappen--Police Captain/EMC Rodney Johnson--Police Captain EMC Mike Stelly/Tod McDowell

Mike Stelly--Police Chief
Aleta Cappen--Police Captain/EMC

By-Laws of the Emergency Management Planning Advisory Committee (EMPAC)
(These are the revisions that were shown on the complete set of EMPAC Bylaws as shown in the Executive Committee handouts.)
Last Amended and Revised February 17-2021

D. Each Chief Elected Official may designate ~~two alternate representatives~~, a primary and secondary representative, and up to two additional alternate representatives to act in the member's place in case of absence.

➤ Ms. Colleen Halliburton, Director, Community Services Division (CSD), on behalf of the Community Services Block Grant (CSBG) Advisory Council, respectfully requested approval for the SETRPC to subcontract with the United Board of Missions starting March 1, 2021 in the amount of \$11,700 for Stabilization Assistance in South Jefferson County. This is a new contract, but the United Board of Missions has been our contractor for a number of years.

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Councilmember Charlotte Moses, City of Port Arthur, made a motion to approve the CSBG Advisory Council request for the SETRPC to subcontract with the United Board of Missions starting March 1, 2021 in the amount of \$11,700 as presented. Mayor Becky Ames, City of Beaumont, seconded the motion. The motion carried unanimously.

➤ Next, Ms. Halliburton, presented for discussion and approval for SETRPC Executive Director, Shanna Burke, to enter into an Interlocal Agreement for the Administration of the Jefferson County Emergency Rental Assistance Program (ERAP). Under the 2021 Consolidated Appropriations Act that authorized the U.S. Department of Treasury to oversee an Emergency Rental Assistance Program (ERAP), Jefferson County received a dedicated amount of \$7.6 million and has asked the SETRPC to administer the project. The State of Texas received \$1.3 billion and started their program on February 15. They are covering the entire state, including areas that received a direct allocation. There is a conference call this afternoon with the Texas Department of Housing and Community Affairs (TDHCA) to discuss data sharing to avoid duplicating payment to landlords.

Both landlords and renters will be able to apply. Households may also apply for utility assistance. The program allows for to 12 months of rent payments including arrears and prospective payments up to 3-month at a time. Jefferson County is slated to propose this contract next week at Commissioners Court, and we are bringing to Executive Committee the request for Shanna Burke, Executive Director, to be our authorized official to enter into this project.

Ms. Shanna Burke, Executive Director, reiterated that the State received \$1.3 billion, and then stated any city or county with a population 200,000 or more, received a direct allocation, as well. Jefferson County was the only community within Southeast Texas that reached the 200,000 population threshold. All residents in Hardin, Jefferson and Orange Counties may apply to the State of Texas Rental Relief program at the TDHCA website. Ms. Halliburton is looking into some software programs, and we're learning how the State administers their program (as they are ahead of us on this) so as to avoid any duplication. Ms. Burke encouraged all to contact us with any questions.

Ms. Halliburton added that the deadline for 65% of these funds must be allocated by the end of September, and all of it must be spent by the end of December. Ms. Halliburton pointed out several attachments to the Executive Committee Action Item hand out as shown below.

1. A list of all the cities and counties that received a direct allocation, including Jefferson,
2. The Draft Interlocal Agreement with Jefferson County, Texas and the SETRPC. (*See Attachment F.*)
3. Copy of Agreement Jefferson County has with the US Treasury Department, which all components will become a part of the SETRPC agreement. (*See Attachment G.*)

One different component to this is that while the U.S. Treasury Department statute does not address indirect costs, the agreement between the Treasury and Jefferson County says indirect costs are not allowed. Therefore, Jefferson County is in agreement to reimburse the SETRPC on the condition that the SETRPC must have that in order to function as an entity in an organization, and the amount reimbursed to the SETRPC for those indirect costs is projected to be about \$60,000.

Ms. Burke concluded by noting that while we are "a little bit ahead of the ball with this" by asking for approval to go ahead and enter into agreement with Jefferson County, this agreement will allow for everything to be lined out. Ms. Burke stated that Ms. Halliburton has put some projections together with the probability of adding four full time staff, probably 10 call takers, with a call center in close proximity to the SETRPC building. Approval will allow the ability to move forward so that the structures are in place, and as soon as it is ready to go, issue out all the information.

Commissioner Michael Shane Sinegal, Jefferson County, made a motion to approve the SETRPC Entering into an Interlocal Agreement for the Administration of the Jefferson County Emergency Rental Assistance Program as presented. Judge Wayne McDaniel, Hardin County, seconded the motion. The motion carried unanimously.

21-15 DISASTER RECOVERY DIVISION

➤ Ms. Shanna Burke, Executive Director, provided information regarding the Community Development Block Grant (CDBG) Regional Mitigation Funding and Method of Distribution during its bi-monthly Elected Officials Conference Call. Texas General Land Office (GLO) Deputy Director Heather LaGrone provided an update on the Harvey Community Development Block Grant Mitigation Funding (CDBG-MIT). Ms. Burke reported that there are two (2) parts to the CDBG Regional Mitigation Funding that's been available during the Texas General Land Office (GLO): (1) State Run Mitigation Program & (2) Regional Mitigation Program - Method of Distribution.

1) **State Run Mitigation Program - Open Statewide Competition:**

The GLO received two-hundred and ninety (290) applications requesting approximately \$6.5 billion in mitigation funding through their open competition. Only \$1.3 billion is available for award within this competition that will be spread among 2015, 2016 and Harvey affected regions. This results in an approximately \$5.5 billion oversubscription. Awards for these funds will be made in three (3) separate announcements: 2015 projects, 2016 projects and Harvey projects. Award announcements for 2015 and 2016 are expected next week and Harvey announcements are estimated for release in March.

A second round of Harvey competition money is forthcoming. The application process for these funds should launch sometime this spring. An additional \$1 billion in awards will be made through this second round, and it is anticipated that the LMI requirement may be reduced. However for this to be done an Action Plan Amendment will be needed. Amendments typically take 4 – 6 months to be processed and approved so if this route is taken, funding of awards for these will be delayed.

2) **Regional Mitigation Program - Method of Distribution:**

The GLO is beginning to set up Method of Distribution (MOD) preparation meetings with areas receiving these funds. The SETRPC region has been allocated \$61,216,000 to be distributed among our twenty-one (21) cities and three (3) counties. Of that amount, \$30,608,000 must be for projects that benefit LMI individuals. Throughout this process, the SETRPC will hold a minimum of two (2) public hearings: one to determine local needs, and a second to lay out a plan for review and discussion. Ms. Burke added that typically, there will be a public hearing in each county to allow for citizen input. Once a MOD is submitted and approved by GLO, communities will be able to apply for funds. It is anticipated the MOD will be prepared for submission to GLO this spring.

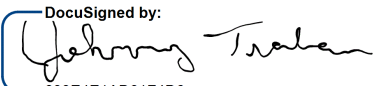
20-16 FUTURE CALENDAR

Ms. Suzanne Carver, Executive Assistant, informed everyone that the next Executive Committee meeting is scheduled for Wednesday, March 17, 2021, and will once again be a hybrid meeting, which will allow for attending in person (at limited capacity for social distancing purposes) and via Teleconference/GoToMeeting web meeting.

20-17 OTHER, OLD AND UNFINISHED BUSINESS

There being no other, old and unfinished business, Judge Wayne McDaniel, Hardin County, made a motion to adjourn. The meeting adjourned at 12:47 pm.

Respectfully submitted,

DocuSigned by:

699E4E4AD61F4D6
Johnny Trahan SETRPC
Secretary
Commissioner, Orange County



A RESOLUTION AUTHORIZING ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION (SETRPC) AND THE CITY OF ORANGE FOR JOINT CONSTRUCTION OF A REGIONAL 800 MHZ RADIO TOWER USING GRANT FUNDS

WHEREAS, The SETRPC was authorized to apply for and was awarded a Statewide Emergency Radio infrastructure (SERI) Grant to build an 800MHz Radio Tower in the City of Orange; and,

WHEREAS, The City of Orange was authorized to apply for and was awarded a Hurricane Harvey Disaster Relief (CDBG-DR4332) Supplemental Grant to use funds to build an 800MHz Radio Tower in the City of Orange; and,

WHEREAS, The SETRPC and City of Orange are entering into an Interlocal Agreement to jointly construct an 800MHz Radio Tower in the City of Orange for Regional First Responders using both grants;

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION EXECUTIVE COMMITTEE THAT:

The SETRPC is authorized to enter into an Interlocal Agreement with the City of Orange, Texas, and

That this Interlocal Agreement includes a Memorandum of Understanding for the Transfer of Equipment upon completion of the 800MHz Radio Tower between the SETRPC and the City of Orange, and

That SETRPC Executive Director, Shanna Burke, is designated as the authorized official to accept, reject, alter, terminate, or execute all documents associated with said Interlocal Agreement, and

PASSED, APPROVED AND ADOPTED this 24th day of February 2021.

DocuSigned by:

Rebecca Ford

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Becky Ford, SETRPC President

Mayor, City of Bevil Oaks

DocuSigned by:

Johnny Trahan

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Johnny Trahan, Secretary

Commissioner, Orange County

President – Rebecca Ford, Bevil Oaks / 1st VP – Mary Adams, Kountze / 2nd VP – Terri Gauthier, Bridge City
3rd VP – Michael Sinegal, Jefferson County / Treasurer – Wayne McDaniel, Hardin County / Secretary – Johnny Trahan, Orange County

Executive Director – Shanna Burke

2210 Eastex Freeway Beaumont, Texas 77703-4929

(409) 899-8444 / (409) 347-0138 fax

setrpc@setrpc.org / <http://www.setrpc.org>

Attachment B

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
AND CITY OF ORANGE, TEXAS**

TIUS AGREEMENT is made and entered into by and between the South East Texas Regional Planning Commission "SETRPC", and the City of Orange, Texas, "City" sometimes collectively referred to as the "Parties". This Agreement is entered into by the Parties pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, *Texas Government Code*.

RECITALS

WHEREAS, This Agreement is entered into for the purpose jointly constructing and relocating a replacement 800MHz Radio Tower and equipment, a component of the South East Texas Regional Radio System (SETRRS), to be located in the City and is beneficial to maintain a unified and integrated 800 MHz trunked radio system for public safety and public service agencies to communicate and cooperate with each other, herein after referred to as "Tower".

WHEREAS, the SETRPC on February 19, 2020 authorized to apply, accept, alter, or terminate the RI21 PY21 Statewide Emergency Radio Infrastructure (SERI) grant funding 2020 from the Office of the Governor, Homeland Security Grants Division and was awarded \$1,021,849.24 for the purpose of equipment identified by the equipment list attached and incorporated herein for all purposes as EXHIBIT A- SETRPC, and

WHEREAS, the City on July 28, 2020 authorized submission of the Hurricane Harvey Disaster Relief (CDBG-DR4332) Supplemental Grant Application to the Texas General Land Office for \$4,325,007, and shall apply \$861,671.59 of said funds for equipment identified by the equipment list attached and incorporated herein for all purposes as EXHIBIT B - City of Orange, and

WHEREAS, the Parties have determined that jointly and simultaneously facilitating the construction of the Tower (after all grant requirements have been met prior to implementing any contracts with Motorola Inc. for the construction of the Tower) is the most efficient use of funding for equipment for public safety radio communications, and

NOW THEREFORE, in consideration of the following mutual promises, covenants, terms, and conditions, the parties agree as follows:

1. Grant Requirements.

1.1 In order to receive SERI grant funds, SETRPC is required to have certain programs, plans, policies and procedures. SETRPC shall have in place the programs, plans, policies and procedures that are required by the Office of the Governor (OOG), Homeland Security Grants Division, Procurement Policies and Procedures, Preventative Maintenance Program and Drug and Alcohol Policy.

1.2 In order to receive CDBG-DR4332 grant funds, City is required to have certain programs, plans, policies and procedures. The City shall have in place the programs, plans, policies and procedures that are required by the Disaster Relief (CDBG-DR4332) Supplemental Grant funds from the GLO, Procurement Policies and Procedures, Preventative Maintenance Program and Drug and Alcohol Policy.

1.3 EHP. SETRPC is not required to execute a FEMA Environmental and Historic Preservation (EHP) review due to SERI Grant funds are not FEMA Federal Funds. SETRPC is required to adhere to all local/state environmental laws due to there is no requirement to gain an environmental pre-approval from the Office of the Governor for this project. City is required to perform an EHP to comply with Federal funding of the Hurricane Harvey Disaster Relief (CDBG-DR4332) Supplemental Grant Application to the Texas General Land Office. City is required to provide SETRPC with all documents meeting the EHP review for the Tower project.

2. Term. The term of this Agreement shall commence on the date this Interlocal Agreement is signed by both the

Parties, and at the end of life of the Tower.

3. Accounting Records.

3.1 SETRPC agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified as SETRPC's portion of the Tower expenses provided under this Agreement.

3.2 City agrees to establish and maintain a separate set of accounts, or separate accounts within the framework of an established accounting system, that can be identified as City's portion of the Tower expenses provided under this Agreement.

3.3 Parties agree that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the services provided under this Agreement shall be clearly identified, readily accessible and available to OOG and the GLO upon its request, and, to the extent feasible, kept separate from documents not related to the services provided under this Agreement.

3.4 Property Transfer. Parties will execute a Regional Equipment Transfer MOU, incorporated herein for all purposes as EXHIBIT C, upon completion of the Radio Tower from the R121 PY21 Statewide Emergency Radio Infrastructure (SERI) grant program and the completion of Disaster Relief (CDBG-DR4332) Supplemental Grant funds from the GLO.

4. Grant Reporting.

4.1. Reports. Parties shall meet all reporting requirements from the OOG and GLO in a timely manner.

5. Retention and Accessibility of Records.

5.1 Records Retention. All records should be maintained in accordance with statutory requirements and in accordance with the requirements of any applicable grant. Grants should be reviewed for applicable period of retention for each specific contract. At a minimum, records should be maintained in accordance with the records retention schedule adopted by the State of Texas.

5.2 Motorola Equipment. Existing grant funded Tower equipment located at the old tower location shall be transferred to the Tower site upon completion of the new Tower.

5.3 Accessibility. Parties agree to maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Agreement as SETRPC, the State, or the federal government may require during the term of the Agreement and for four years thereafter. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.

6. Disruption/resumption of service. The obligations assumed by the Parties herein are expressly subject to strike, acts of God, lockouts or other industrial disturbances, fires, floods, accidents to vehicle, or other causes not within the control of the Parties and which, by the exercise of due diligence, the Parties is unable to prevent or overcome.

7. Indemnity; Insurance or Liability Coverage To the extent permitted by law, City agrees to indemnify, protect and hold harmless and defend SETRPC from and against liabilities, claims or suits arising out of the construction of said Tower under this Agreement, including liabilities, claims or suits arising from the negligence of City employees or any subcontractors used by City, provided however, that this indemnification shall be congruent with and limited to the general liability coverage maintained by City, as stated below, covering both City and SETRPC against liability for personal injury or property damages arising out of the construction of the said Tower. City will have no responsibility under this paragraph to indemnify SETRPC beyond the coverage or coverage limits of the general liability coverage maintained by City as stated below. Nothing contained in this paragraph shall release SETRPC from its obligations under applicable OOG grant.

7.1 City will maintain insurance coverage, including general liability coverage, for SETRPC against liability for

personal injury or property damages arising out of the performance and operation of this Agreement in the amounts set forth on Exhibit "D", or through its self-insurance program. City agrees to maintain insurance coverages in amounts not less than those set forth on Exhibit "D" and to establish adequate reserves to cover any claims arising therefrom.

7.2 City will, upon request, furnish to SETRPC certificates, endorsements, or copies of the policies or coverage documents, plainly and clearly evidencing such coverage.

7.3 Nothing herein shall create personal liability against any director or officer of City for reimbursement of SETRPC expenditures.

8. **Notice.** Any notice or other communication required or desired to be given must be in writing and sent by certified mail, return receipt requested, or personally served. Each such notice is deemed to be duly given three (3) days after deposit in any depository maintained by the United States or when personally served. Each such notice must be addressed to the parties at the following addresses or to any other address as may be specified by a party by a notice given as provided herein:

To SETRPC: Shanna Burke, Executive Director
South East Texas Regional Planning Commission
2210 Eastex Freeway
Beaumont, Texas 77703

To City: Michael Kunst, City Manager
City of Orange
812 N. 16th Street
Orange, Texas 77630

9. **Third party exclusion.** It is further agreed upon by the parties that this Agreement is made solely for the benefit of SETRPC and City, that it is not made for the benefit of any third person, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.

10. **Exhibits.** All exhibits described in this Agreement are attached hereto and incorporated herein by reference for all intents and purposes.

11. **Performance.** The obligations and undertakings of each of the parties to this Agreement shall be performable in Orange County, Texas.

12. **Governing law.** This Agreement is governed by the laws of the State of Texas.

13. **Entire agreement.** This Agreement constitutes the entire agreement and understanding between SETRPC and City, and all negotiations and all understandings between the parties are merged herein.

14. **Recitals.** All recitals and preambles herein stated are found to be true and correct and are incorporated by reference herein and made a part of this Agreement.

15. **No waiver of right/remedy/duty.** No action or failure to act by SETRPC or by City shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing or pursuant to this Agreement.

16. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17. **Authorized Transaction.**

17.1 City warrants that (1) it has the authority to perform the services contained in this Agreement; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (3) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

17.2 SETRPC warrants that (1) it has authority to contract for the services contained in this Agreement; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (3) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

19. **Interests in agreement.**

19.1. No officer, public official, agent, servant, or employee of SETRPC, or City shall have any personal or pecuniary interest, direct or indirect, in this Agreement or to any benefit arising under the contract.


19.2. No members of, or delegate to, the Congress of the United States, or no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising under the Agreement.

EXECUTED this 23rd day of February, 2021.

South East Texas Regional Planning Commission

By:  _____
Shanna Burke, Executive Director
South East Texas Regional Planning Commission

City of Orange, Texas

By:  _____
Michael Kunst, City Manager
City of Orange



**A RESOLUTION AUTHORIZING SUBMISSION OF THE SETRPC REGIONAL HOMELAND SECURITY
PLANNING GRANT FUNDING FOR FY2021**

**APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY
GRANT DIVISION**

WHEREAS, The SETRPC Homeland Security Planning Grant provides planning assistance to all jurisdictions in the region including the compilation of the Threat and Hazard Identification Risk Assessment (THIRA), Stakeholder's Preparedness Report (SPR), Implementation Plan (IP), Mitigation Action Plans, and other activities critical to enhance public safety in the South East Texas region;

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission finds it in the best interest of the citizens of Hardin, Jefferson, and Orange Counties that the Homeland Security Planning Grant be funded; and

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission agrees that in the event of loss or misuse of the Office of the Governor funds, the Executive Committee of the South East Texas Regional Planning Commission assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission designates Shanna Burke, SETRPC Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Executive Committee of the South East Texas Regional Planning Commission approves submission of the grant application for the SETRPC Homeland Security Planning grant #2959607 to the Office of the Governor in the amount of \$135,000.00.

PASSED, APPROVED, AND ADOPTED this 24th day of February 2021.

DocuSigned by:

Rebecca Ford

3728CD40DEF1455

Rebecca Ford, President, SETRPC
Mayor, City of Bevil Oaks

DocuSigned by:

Johnny Trahan

699E4E1AD61E4D6

Johnny Trahan, Secretary, SETRPC
Commissioner, Orange County

Grant Number: #2959607

President – Rebecca Ford, Bevil Oaks / 1st VP – Mary Adams, Kountze / 2nd VP – Terri Gauthier, Bridge City
3rd VP – Michael Sinegal, Jefferson County / Treasurer – Wayne McDaniel, Hardin County / Secretary – Johnny Trahan, Orange County

Executive Director – Shanna Burke
2210 Eastex Freeway Beaumont, Texas 77703-4929
(409) 899-8444 / (409) 347-0138 fax
setrpc@setrpc.org / <http://www.setrpc.org>



**A RESOLUTION AUTHORIZING SUBMISSION OF THE REGIONAL JUVENILE ALTERNATIVES GRANT
FUNDING FY2022**

**APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE
DIVISION**

WHEREAS, Juvenile Detention Centers in Hardin, Jefferson, and Orange Counties rely upon the Regional Juvenile Alternatives Grant to provide counseling, substance abuse, and other services that mitigate recidivism among youth in the Juvenile Justice System;

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission finds it in the best interest of the citizens of Hardin, Jefferson, and Orange Counties that the Regional Juvenile Alternative grant be operated funded; and

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission agrees that in the event of loss or misuse of the Office of the Governor funds, the Executive Committee of the South East Texas Regional Planning Commission assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission designates Shanna Burke, SETRPC Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Executive Committee of the South East Texas Regional Planning Commission approves submission of the grant application for the Regional Juvenile Alternatives #3554604 to the Office of the Governor in the amount of \$56,673.06.

PASSED, APPROVED, AND ADOPTED this 24th day of February 2021.

DocuSigned by:

3728CD40DEE1455...

Rebecca Ford, President, SETRPC
Mayor, City of Bevil Oaks

DocuSigned by:

699E4E1AD61E4D6...

Johnny Trahan, Secretary, SETRPC
Commissioner, Orange County

Grant Number: #3554604

President – Rebecca Ford, Bevil Oaks / 1st VP – Mary Adams, Kountze / 2nd VP – Terri Gauthier, Bridge City
3rd VP – Michael Sinegal, Jefferson County / Treasurer – Wayne McDaniel, Hardin County / Secretary – Johnny Trahan, Orange County

Executive Director – Shanna Burke
2210 Eastex Freeway Beaumont, Texas 77703-4929
(409) 899-8444 / (409) 347-0138 fax
setrpc@setrpc.org / <http://www.setrpc.org>



**A RESOLUTION AUTHORIZING SUBMISSION OF THE LAMAR INSTITUTE OF TECHNOLOGY
REGIONAL POLICE ACADEMY FUNDING FY2022**

**APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE
DIVISION**

WHEREAS, Law Enforcement Agencies in Hardin, Jefferson and Orange Counties rely upon the Lamar Institute of Technology Regional Police Academy to provide basic cadet, intermediate and advanced TCOLE certified courses;

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission finds it in the best interest of the citizens of Hardin, Jefferson, and Orange Counties that the Lamar Institute of Technology Regional Law Enforcement Training Academy grant be funded; and

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission agrees that in the event of loss or misuse of the Office of the Governor funds, the Executive Committee of the South East Texas Regional Planning Commission assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Executive Committee of the South East Texas Regional Planning Commission designates Shanna Burke, SETRPC Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Executive Committee of the South East Texas Regional Planning Commission approves submission of the grant application for the LIT Regional Law Enforcement Training Academy grant #1465518 to the Office of the Governor in the amount of \$198,314.00.

PASSED, APPROVED, AND ADOPTED this 24th day of February 2021.

DocuSigned by:

Rebecca Ford

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Rebecca Ford, President, SETRPC
Mayor, City of Bevil Oaks

DocuSigned by:

Johnny Trahan

698E4E1AD61F4B6...

Johnny Trahan, Secretary, SETRPC
Commissioner, Orange County

Grant Number: #1465518

President – Rebecca Ford, Bevil Oaks / 1st VP – Mary Adams, Kountze / 2nd VP – Terri Gauthier, Bridge City
3rd VP – Michael Sinegal, Jefferson County / Treasurer – Wayne McDaniel, Hardin County / Secretary – Johnny Trahan, Orange County

Executive Director – Shanna Burke

2210 Eastex Freeway Beaumont, Texas 77703-4929

(409) 899-8444 / (409) 347-0138 fax

setrpc@setrpc.org / <http://www.setrpc.org>

Attachment F

Page 1 of 5

Interlocal Agreement Between
Jefferson County, Texas
And the South East Texas Regional Planning Commission

This Agreement is made on the ____ day of _____, 2021, by and between the South East Texas Regional Planning Commission, a political subdivision of the State of Texas, hereinafter referred to as "SETRPC" and the Jefferson County, hereinafter referred to as the "Jefferson County".

WHEREAS, Jefferson County has entered into contract #1505-0266 with the U.S. Department of The Treasury to conduct Emergency Rental Assistance Program, hereinafter referred to as the "ERAP," and with the authority to enter into an Interlocal Agreement for the provision of ERAP with another governmental entity.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of ERAP contract #1505-0266; specifically, the ERAP and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of Jefferson County and the SETRPC Executive Board; and

WHEREAS, Jefferson County received a direct allocation from The U.S. Department of the Treasury to provide these services to the citizens of Jefferson County, and has the capacity to assist SETRPC in fulfilling the requirements of this program; and

WHEREAS, Jefferson County and the SETRPC have investigated and determined that it would be advantageous and beneficial to both Jefferson County and to SETRPC and its inhabitants for SETRPC to provide ERAP services to Jefferson County; and

WHEREAS, Jefferson County wishes to engage SETRPC for ERAP on behalf of Jefferson County, and SETRPC agrees to provide such services so as to comply with all requirements and guidelines of this program; and

WHEREAS, the governing bodies of the Jefferson County and SETRPC desire to foster good-will and cooperation between the two entities; and

WHEREAS, Jefferson County and SETRPC, deem it to be in the best interest of both entities to enter into this Agreement relative to the ERAP and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements, and in consideration of the mutual covenants contained herein, Jefferson County and SETRPC agree as follows:

Services to be Performed

Jefferson County agrees to engage SETRPC to conduct ERAP to Jefferson County residents, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

Duration of Agreement

Unless mutually initiated, cancelled, or terminated earlier with thirty (30) days written notice, this Agreement shall commence on the ____ day of _____, 2021. This contract expires at midnight on

Attachment FF

Page 2 of 5

December 31, 2021. This contract may be extended for Three (3) annual renewals with the renewal fees and payments for each successive year to be negotiated and agreed to by the parties annually.

Compensation

Jefferson County shall compensate SETRPC for the services referred to in Paragraph I at the rate of TBD

Relationship of Parties

The parties intend that SETRPC, in performing services specified in this agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Neither SETRPC, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of Jefferson County and shall not be entitled to participate in any pension or other benefits that Jefferson County provides its employees.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to Jefferson County shall be sufficient if made or addressed to the office of the County Judge, Jeff Branick.

Notice to the Jefferson County shall be sufficient if made or addressed to Executive Director, SETRPC, Shanna Burke. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Miscellaneous Provisions**Indemnification**

SETRPC agrees to promptly defend, indemnify and hold Jefferson County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of SETRPC, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Jefferson County, Texas.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

Attachment F

Page 3 of 5

SETRPC

By: _____

Executive Director

Date:

Jefferson County, Texas

By: _____

County Judge

Date:

DRAFT

Attachment F
Page 4 of 5

SEPARATE AGREEMENT

IN THE EXECUTIVE COMMITTEE MEETING OF
The South East Texas Regional Planning Commission

SEPARATE WRITTEN APPROVAL OF INTERLOCAL
COOPERATION CONTRACT WITH
Jefferson County
FOR ERAP

The Executive Committee, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work of an Interlocal Contract with Jefferson County, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to: conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The SETRPC Executive Committee, specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date:

SETRPC President

Attest:

SETRPC Executive Director

Attachment F
Page 5 of 5

SEPARATE AGREEMENT

IN THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL
COOPERATION CONTRACT WITH
SETRPC
FOR ERAP

The Commissioners Court of Jefferson County, Texas, in compliance with §791.014 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work related to the subject matter of an Interlocal Contract with SETRPC, hereby authorizes and approves this separate specific written approval for the proposed project. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

This approval is separate and distinct from the Interlocal Cooperation Contract itself.

The proposed project is for SETRPC to: conduct the work of the attached contract #1505-0266 between Jefferson County and the U.S. Department of Treasury.

The Commissioners Court of Jefferson County, Texas specifically finds that herein described project would serve a public purpose and would be beneficial to the residents of Jefferson County, Texas.

Date:

County Judge

Attest:

County Clerk, ex officio clerk of the
Commissioners Court

Attachment G

Page 1 of 5

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: Jefferson County, Texas 1149 Pearl, 7th Floor Beaumont, TX 77701-3638	DUNS Number: 01-080-7535 Taxpayer Identification Number: 74-6000291
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Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Name: Jeff Brann, Clerk

Title: County Finance Director

Date signed: 1/12/21

Attachment G

Page 2 of 5

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F -Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 11. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award terms set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - 111. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award terms set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 1v. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - v1. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - v11. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

11. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 111. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - 1v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
 11. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
 12. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.