

**PANOLA COUNTY INTERLOCAL AGREEMENT NO.
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL AGREEMENT NO. 4 FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS (the “Agreement”) is made by and between the County of Panola, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the Panola County Commissioners Court (“Commissioners Court”) and Panola County Emergency Services District No. 1 (“ESD”) duly acting herein by and through its Board of Trustees; COUNTY and ESD may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund (“CRF”) as a result of the CARES Act; and

WHEREAS, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

- 1.01 The purpose of this Agreement is to provide certain funding to ESD in an amount not to exceed \$158,000.00 in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2

TERM AND TERMINATION

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the "Term"). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to ESD.

ARTICLE 3 LEGAL AUTHORITY

- 3.01 ESD certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of ESD's governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4 CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund ("CRF") was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to ESD shall be \$158,000.00. All calculations performed under this Agreement to determine maximum funding available to ESD shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by ESD as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 ESD is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 ESD shall prepare and submit a proposed budget, using the form in the attached Exhibit A, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor (“Auditor”) within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit B, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit C. For purposes of this Agreement, a cost is “incurred” when ESD has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor
ATTN: Jennifer Stacy
110 S. Sycamore St., Rm. 213A
Carthage, Texas 75633

Via email: jstacy@co.panola.tx.us

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. ESD will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 ESD shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit D and incorporated herein for all purposes.
- 5.08 Before any funds are paid to ESD under this Agreement, ESD shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 P ESD CS acknowledges that federal funds will be used to fund this Agreement. ESD will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should ESD fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, ESD warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. ESD shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

ARTICLE 7
DISCRETIONARY PAYMENT OF FUNDS

- 7.01 ESD acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, ESD acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). ESD acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 ESD acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by ESD or any third party, and ESD agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. ESD will

cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and ESD agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. ESD shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If ESD expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or ESD's obligations hereunder, ESD agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after ESD's receipt of the findings.
- 9.04 ESD shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by ESD will, at a minimum, identify the supporting documentation prepared by ESD to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

ARTICLE 10

POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, ESD is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise

supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 ESD officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of ESD or an officer or employee of ESD, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. ESD shall file the required certification attached hereto and incorporated for all purposes as Exhibit E. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11
REMEDIES AND INDEMNITY

- 11.01 If COUNTY determines that ESD has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
 - i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;

- iv) wholly or partially suspend or terminate this Agreement; or
 - v) in accordance with Section 6.02, require return or recapture of any funding provided.
- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.
- 11.03 TO THE EXTENT PERMITTED BY LAW, ESD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

ARTICLE 12
SEVERABILITY

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

ARTICLE 13
AMENDMENT

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

ARTICLE 14
INTERPRETATION

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

ARTICLE 15
SURVIVABILITY

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

ARTICLE 16
SOVEREIGN IMMUNITY

16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
APPLICABLE LAW AND VENUE

17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

ARTICLE 20
NOTICES

20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Panola County Judge LeeAnn Jones
 110 S. Sycamore St., Rm. 216A
 Carthage, Texas 75633
 Email: leeann.jones@c.panola.tx.us
 Fax: 903-693-2726

AND Office of the Panola County Auditor
 Jennifer Stacy
 110 S. Sycamore St., Rm. 213A
 Carthage, Texas 75633
 Email: jstacy@co.panola.tx.us
 Fax: 903-693-2726

TO ESD: _____

ARTICLE 21
CURRENT REVENUES

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE 22
COUNTERPARTS


22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

IN WITNESS HEREOF, PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND PANOLA COUNTY have made and executed this Agreement on the date of the last signature below.

PANOLA COUNTY EMERGENCY SERVICES DISTRICT NO. 1

PANOLA COUNTY

President, Board of Directors



LeeAnn Jones, County Judge

Date: _____

Date: 10-13-20

ATTEST/SEAL:

Board Secretary

Date: _____

EXHIBIT A
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
County of Panola
FY 2020

ESD: _____

Expenses Incurred Between: March 1, 2020 – November 15, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT B

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

ESD: _____

ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

ESD Approval: _____

Title: _____

Date: _____

Panola County Auditor's Approval: _____

Title: _____

Date: _____

EXHIBIT D

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the President of the Board of Directors of Panola County Emergency Services District No. 1 (“ESD”), and I certify that:

1. I have the authority on behalf of ESD to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to ESD.
3. I acknowledge that ESD should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General or the Panola County Auditor’s Office, or designee.
5. I acknowledge and agree that ESD shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that ESD’s proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for ESD; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

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

By: _____
Signature: _____
Title: _____
Date: _____

State of Texas §
 §
County of Panola §

Sworn and subscribed before me on the ____ day _____, 2020, by _____.

Notary Public Signature

(Personalized Seal)

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Panola County Emergency Services District No. 1 (“ESD”), certifies, to the best of his or her knowledge that:

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

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

The grantee, Panola County Emergency Services District No. 1, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Lee Ann Jones, Co. Judge for Panola County

Signature: Lee Ann Jones

Title: County Judge

Date: 10-13-20

**PANOLA COUNTY INTERLOCAL AGREEMENT NO. __
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL AGREEMENT NO. __ FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS (the “Agreement”) is made by and between the County of Panola, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the Panola County Commissioners Court (“Commissioners Court”) and _____ Independent School District (hereafter referred to as the “ISD”), a Texas independent school district duly acting herein by and through its Board of Trustees; COUNTY and ISD may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund (“CRF”) as a result of the CARES Act; and

WHEREAS, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

- 1.01 The purpose of this Agreement is to provide certain funding to ISD at a rate of \$ ____ per student in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2
TERM AND TERMINATION

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the “Term”). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to ISD.

ARTICLE 3
LEGAL AUTHORITY

- 3.01 ISD certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of ISD’s governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4
CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund (“CRF”) was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to ISD for expenses which are eligible for reimbursement shall be calculated on a rate of \$_____ per student utilizing 2020 student enrollment data, set out in the attached Exhibit A. All calculations performed under this Agreement to determine maximum funding available to ISD shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by ISD as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 ISD is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 ISD shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor (“Auditor”) within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit D. For purposes of this Agreement, a cost is “incurred” when ISD has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor
ATTN: Jennifer Stacy
110 S. Sycamore St., Rm. 213A
Carthage, Texas 75633

Via email: jstacy@co.panola.tx.us

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. ISD will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 ISD shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.
- 5.08 Before any funds are paid to ISD under this Agreement, ISD shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 ISD acknowledges that federal funds will be used to fund this Agreement. ISD will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should ISD fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, ISD warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. ISD shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

ARTICLE 7
DISCRETIONARY PAYMENT OF FUNDS

- 7.01 ISD acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, ISD acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). ISD acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 ISD acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by ISD or any third party, and ISD agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. ISD will

cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and ISD agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. ISD shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If ISD expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#s2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or ISD's obligations hereunder, ISD agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after ISD's receipt of the findings.
- 9.04 ISD shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by ISD will, at a minimum, identify the supporting documentation prepared by ISD to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

ARTICLE 10

POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, ISD is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 ISD officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of ISD or an officer or employee of ISD, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. ISD shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES AND INDEMNITY

- 11.01 If COUNTY determines that ISD has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Agreement; or

- v) in accordance with Section 6.02, require return or recapture of any funding provided.
- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.
- 11.03 TO THE EXTENT PERMITTED BY LAW, ISD SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

ARTICLE 12
SEVERABILITY

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

ARTICLE 13
AMENDMENT

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

ARTICLE 14
INTERPRETATION

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

ARTICLE 15
SURVIVABILITY

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

ARTICLE 16
SOVEREIGN IMMUNITY

16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
APPLICABLE LAW AND VENUE

17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

ARTICLE 20
NOTICES

20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Panola County Judge LeeAnn Jones
 110 S. Sycamore St., Rm. 216A
 Carthage, Texas 75633
 Email: leeann.jones@c.panola.tx.us
 Fax: 903-693-2726

AND Office of the Panola County Auditor
 Jennifer Stacy
 110 S. Sycamore St., Rm. 213A
 Carthage, Texas 75633
 Email: jstacy@co.panola.tx.us
 Fax: 903-693-2726

TO ISD: _____

ARTICLE 21
CURRENT REVENUES

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE 22
COUNTERPARTS

22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

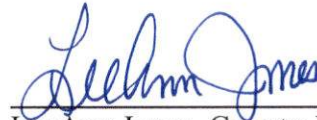
IN WITNESS HEREOF, THE _____ **INDEPENDENT SCHOOL DISTRICT**
AND PANOLA COUNTY have made and executed this Agreement on the date of the last signature below.

**INDEPENDENT
SCHOOL DISTRICT**

President, Board of Trustees

Date: _____

PANOLA COUNTY



LeeAnn Jones, County Judge

Date: 10-13-20

ATTEST/SEAL:

Board Secretary

Date: _____

EXHIBIT A

Independent School District	2020 Student Enrollment	Total Amount Available for Reimbursement
Carthage ISD		
Gary ISD		
Beckfield ISD		
Elysian Fields ISD		
Joquin ISD		
Tenaha ISD		
Tatum ISD		
Panola Charter School		
Totals:		

EXHIBIT B
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
 County of Panola
 FY 2020

ISD: _____

Expenses Incurred Between: March 1, 2020 – November 15, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT C

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

ISD: _____

ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

ISD Approval: _____

Title: _____

Date: _____

Panola County Auditor's Approval: _____

Title: _____

Date: _____



EXHIBIT D

INVOICE

(Please attach all supporting documentation)

ISD: _____
 ADDRESS: _____

Vendor No.: _____
 Purchase Order No. _____
 Invoice No.: _____

PROGRAM: Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)

PERIOD COVERED: March 1, 2020 – November 15, 2020

Budget Category	Current Invoice Amount	Expenses Submitted to Date	Less Payment Received	\$ Amount Due
Total Due:				

ISD Approval: _____

Date: _____

Panola County Auditor's Approval: _____

Date: _____



EXHIBIT E

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the President of the Board of Trustees of _____ Independent School District (“ISD”), and I certify that:

1. I have the authority on behalf of ISD to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to ISD.
3. I acknowledge that ISD should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General or the Panola County Auditor’s Office, or designee.
5. I acknowledge and agree that ISD shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that ISD’s proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for ISD; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

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

By: _____
Signature: _____
Title: _____
Date: _____

State of Texas §
 §
County of Panola §

Sworn and subscribed before me on the ____ day _____, 2020, by _____.

Notary Public Signature

(Personalized Seal)

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

By: _____

Signature: _____

Title: _____

Date: _____

**PANOLA COUNTY INTERLOCAL AGREEMENT NO.
FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

THIS INTERLOCAL AGREEMENT NO. 6 FOR ADMINISTRATION OF CARES ACT CORONAVIRUS RELIEF FUNDS (the “Agreement”) is made by and between the County of Panola, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the Panola County Commissioners Court (“Commissioners Court”) and Panola Charter School (“PCS”), a Texas charter school duly acting herein by and through its Board of Trustees; COUNTY and PCS may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, COUNTY has applied for and received an allocation of \$800,000 from the Coronavirus Relief Fund (“CRF”) as a result of the CARES Act; and

WHEREAS, through this Agreement, COUNTY has provided a mechanism for local government entities and educational institutions located within the borders of PANOLA County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
PURPOSE**

- 1.01 The purpose of this Agreement is to provide certain funding to PCS at a rate of \$ ____ per student in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2

TERM AND TERMINATION

- 2.01 The term of this Agreement shall begin as of the date of the last signature set forth below and shall expire as of December 15, 2020 (the "Term"). COUNTY may, at its sole discretion, terminate this Agreement, without recourse, liability or penalty against COUNTY, upon written notice to PCS.

ARTICLE 3 LEGAL AUTHORITY

- 3.01 PCS certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of PCS's governing body, authorizing the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4 CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund ("CRF") was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of CRF funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):
- a) Medical expenses;
 - b) Public health expenses;
 - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;
 - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

- f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Such funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5
REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to PCS for expenses which are eligible for reimbursement shall be calculated on a rate of \$ ____ per student utilizing 2020 student enrollment data, set out in the attached Exhibit A. All calculations performed under this Agreement to determine maximum funding available to PCS shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by PCS as of November 15, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 PCS is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 PCS shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to November 15, 2020. This budget will be reviewed and approved by the PANOLA County Auditor (“Auditor”) within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

- 5.04 All underlying eligible expenditures must be incurred by November 15, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 4, 2020, using the form in the attached Exhibit D. For purposes of this Agreement, a cost is “incurred” when PCS has expended funds to cover the cost.
- 5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests and supporting documentation shall be submitted to the Panola County Auditor as indicated below. The final submission shall be on or before December 4, 2020.

By mail: Office of the Panola County Auditor
ATTN: Jennifer Stacy
110 S. Sycamore St., Rm. 213A
Carthage, Texas 75633

Via email: jstacy@co.panola.tx.us

- 5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. PCS will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 4, 2020.
- 5.07 PCS shall make certain certifications relevant to this Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.
- 5.08 Before any funds are paid to PCS under this Agreement, PCS shall provide to COUNTY an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification completed in compliance with the Internal Revenue Code and its rules and regulations.

ARTICLE 6
FEDERAL FUNDING AND RETURN OF FUNDING

- 6.01 PCS acknowledges that federal funds will be used to fund this Agreement. PCS will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement and agrees that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.
- 6.02 Should PCS fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, PCS warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement or after. PCS shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

ARTICLE 7
DISCRETIONARY PAYMENT OF FUNDS

- 7.01 PCS acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8
PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Agreement to the contrary, PCS acknowledges that COUNTY and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). PCS acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 PCS acknowledges that information created or exchanged in connection with this Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by PCS or any third party, and PCS agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. PCS will

cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and PCS agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. PCS shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 9.02 If PCS expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at <https://www.ecfr.gov/cgi-bin/text-idx?SID=e836745ab8300b4528f18a102f16e4fa&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.f>, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or PCS's obligations hereunder, PCS agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after PCS's receipt of the findings.
- 9.04 PCS shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by PCS will, at a minimum, identify the supporting documentation prepared by PCS to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

ARTICLE 10

POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, PCS is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.

- 10.02 PCS officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, such funds may not be used to pay, on behalf of PCS or an officer or employee of PCS, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. PCS shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES AND INDEMNITY

- 11.01 If COUNTY determines that PCS has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Agreement; or

- v) in accordance with Section 6.02, require return or recapture of any funding provided.
- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.
- 11.03 TO THE EXTENT PERMITTED BY LAW, PCS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF COUNTY OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS OR DESIGNEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

ARTICLE 12
SEVERABILITY

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

ARTICLE 13
AMENDMENT

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

ARTICLE 14
INTERPRETATION

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

ARTICLE 15
SURVIVABILITY

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

ARTICLE 16
SOVEREIGN IMMUNITY

16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
APPLICABLE LAW AND VENUE

17.01 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, the CARES ACT, the U.S. Treasury Coronavirus Relief Fund Guidance, and any applicable guidance from the Federal Government or any Federal Agency related to the Coronavirus Relief Fund or the CARES Act. All obligations of the Parties created hereunder are performable in PANOLA County, Texas, and the state or federal courts in Panola County shall be the sole and exclusive venue for any litigation between the Parties relating to this Agreement.

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

18.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part.

ARTICLE 20
NOTICES

20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: Panola County Judge LeeAnn Jones
 110 S. Sycamore St., Rm. 216A
 Carthage, Texas 75633
 Email: leeann.jones@c.panola.tx.us
 Fax: 903-693-2726

AND Office of the Panola County Auditor
 Jennifer Stacy
 110 S. Sycamore St., Rm. 213A
 Carthage, Texas 75633
 Email: jstacy@co.panola.tx.us
 Fax: 903-693-2726

TO PCS: _____

ARTICLE 21
CURRENT REVENUES

21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

ARTICLE 22
COUNTERPARTS

22.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Correct copies of signatures to this Agreement are effective as original signatures.

IN WITNESS HEREOF, PANOLA CHARTER SCHOOL AND PANOLA COUNTY have made and executed this Agreement on the date of the last signature below.

PANOLA CHARTER SCHOOL

PANOLA COUNTY

President, Board of Trustees



LeeAnn Jones, County Judge

Date: _____

Date: 10-13-20

ATTEST/SEAL:

Board Secretary

Date: _____

EXHIBIT A

Independent School District/Charter School	2020 Student Enrollment	Total Amount Available for Reimbursement
Carthage ISD		
Gary ISD		
Beckfield ISD		
Elysian Fields ISD		
Joquin ISD		
Tenaha ISD		
Tatum ISD		
Panola Charter School		
Totals:		

EXHIBIT B
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)
 County of Panola
 FY 2020

PCS: _____

Expenses Incurred Between: March 1, 2020 – November 15, 2020

(Requires Prior County Approval)

Budget Amount \$ _____

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT C

PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

PCS: _____
ADDRESS: _____

Adjustment No.: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

PCS Approval: _____

Title: _____ Date: _____

Panola County Auditor's Approval: _____

Title: _____ Date: _____

EXHIBIT E

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the President of the Board of Trustees of Panola Charter School (“PCS”), and I certify that:

1. I have the authority on behalf of PCS to request grant payments from Panola County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to PCS.
3. I acknowledge that PCS should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General or the Panola County Auditor’s Office, or designee.
5. I acknowledge and agree that PCS shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Agreement.
7. I acknowledge that PCS’s proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for PCS; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on November 15, 2020.

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

By: _____
Signature: _____
Title: _____
Date: _____

State of Texas §
 §
County of Panola §

Sworn and subscribed before me on the ____ day _____, 2020, by _____.

Notary Public Signature

(Personalized Seal)

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Panola Charter School, certifies, to the best of his or her knowledge that:

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

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

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

By: Panola County
Signature: Lee Ann James
Title: County Judge
Date: 10-13-20