

THE STATE OF TEXAS)

COUNTY OF EL PASO)

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“**Agreement**”) is made on the date signed by both Parties below (“**Effective Date**”), regardless of the date it is executed and is between the County of El Paso, Texas, a political subdivision under the laws of the State of Texas (the “**County**”) and Tornillo Independent School District, a political subdivision of the state of Texas (“**Subrecipient**”), collectively referred to as the “**Parties**”.

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of its citizens of the County; and

WHEREAS, Subrecipient is a Local Education Agency (“LEA”) and Independent School District (“ISD”) created pursuant to the Texas Education Code; and

WHEREAS, Subrecipient is a political subdivision organized under the laws of the state of Texas; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, under the Interlocal Cooperation Act, the County is paying for the Performance of governmental functions or services from current revenues available to the County; and

WHEREAS, the County intends to forgo a competitive procurement because the competitive solicitation requirement will cause unnecessary delay. Waiting for the completion of a competitive procurement would greatly increase the time to respond to the urgent healthcare needs of the residents of El Paso County. A noncompetitive procurement is appropriate to identify, treat and prevent COVID-19, which has devastated the finances and health and safety of the entire population of the region; and

WHEREAS, the purchase of goods or services by the County pursuant to the Interlocal Cooperation Act further satisfies the requirements to seek competitive bids for the purchase of goods and services; and

WHEREAS, Subrecipient has received a grant from the Texas Education Agency titled “Operation Connectivity” wherein the State of Texas has allocated CARES Act funds to assist LEAs to purchase internet solutions such as hotspots and e-learning devices with the goal of assisting students with virtual learning in order to stop the spread of COVID-19; and

WHEREAS, the County desires to assist Subrecipient with a portion of the grant fund matching requirements in order to provide for the public health and welfare of County residents by promoting social distancing and virtual learning; and

WHEREAS, it is a governmental function of the County to provide for the public health and welfare of which the Parties are mutually interested pursuant to Texas Government Code, sections 791.003(3)(D),(N); and

WHEREAS, the County received funds from the United States Treasury (“**Federal Granting Agency**”) for the Coronavirus Relief program (“**Program Funds**”); and

WHEREAS, the funds used in this Agreement are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 pandemic (COVID–19); and

WHEREAS, the funds used in this Agreement were not accounted for in the budget most recently approved by the County of El Paso; and

WHEREAS, the expenditures under this Agreement will be incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

WHEREAS, the County finds that the expenditures under this Agreement are incurred due to the public health emergency and that the expenditures are incurred to respond to direct effects of the emergency by providing economic support to a LEAs for the purchase of equipment to engage in remote and virtual learning to lessen the spread of the COVID-19 pandemic; and

WHEREAS, the County finds that the funds distributed under the Program Scope of this Agreement are necessary expenditures to respond to the public health pandemic in the reasonable judgment of the County of El Paso Commissioners Court; and

WHEREAS, the provisions in this Agreement ensure that the Program Scope is provided for its intended use of providing economic support to LEAs suffering increased costs and expenses directly due to COVID-19 pandemic; and

WHEREAS, the assistance provided under the Program Scope is structured in such a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

NOW THEREFORE, the Parties agree as follows:

1. Funding Amount.

- a.** Provided the Subrecipient complies with all obligations under this Agreement, the County will provide Program Funds to the Subrecipient in a one-time, upfront amount not to exceed EIGHT THOUSAND, SEVENTY-FIVE DOLLARS AND NO/100 (\$8,075.00) (“**Sub-grant Amount**”). Upon making final grant match payment to the State of Texas granting agency (“**State Granting Agency**”) pursuant to the terms of the Bulk-order Local Match Reimbursement Program grant, the Subrecipient will provide to the County proof of the payment made.
- b.** Notwithstanding anything to the contrary, the Subrecipient may only receive Sub-grant Amount disbursements for expenses considered to be “Allowable Expenses.” For

purposes of this Agreement, the term “**Allowable Expenses**” means 25% of grant matching requirements eligible for reimbursement under Program Funding Requirements, and subject to Granting Agency Requirements of the U.S. Department of the Treasury (“**Federal Granting Agency**”) for CARES Act funds. Subrecipient acknowledges and agrees that Allowable Expenses may change over time in accordance to Federal Granting Agency clarifications and regulations. The Subrecipient should verify federal regulations and consult with the County for any questions regarding what expenses constitute Allowable Expenses. The Subrecipient acknowledges and agrees that the payment by the County of any Sub-grant Amount is contingent on the County receiving funds from the Federal Granting Agency. Subrecipient understands that nothing in this Agreement obligates the County to provide the Subrecipient any funds under this Agreement if the County does not receive funds from the Federal Granting Agency.

- c. The County will disburse the Sub-grant Amount on a reimbursement basis with disbursements taking place within 14 days upon receipt of the all necessary documentation showing expenses and costs incurred as a direct result of COVID-19, and not otherwise granted or reimbursed. Prior to the County being obligated to issue any Sub-grant Amount disbursements the Subrecipient must submit an invoice and proof of incurred expenses. The County may withhold Sub-grant disbursements from the Subrecipient if the Department director reasonably believes that the Subrecipient (1) has not complied with all obligations under this Agreement, the Program Funding Requirements, and/or Federal Granting Agency Requirements, (2) the Subrecipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, or (6) the proof of expenses provided by the Subrecipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Subrecipient acknowledges and agrees that the County will not make a reimbursement to the Subrecipient for expenses that are or will be paid by or reimbursed by another funding source, including but not limited to another federal, state, or local government agency.
2. In no event shall compensation to the Subrecipient exceed the lesser of Subrecipient’s costs attributable to the work or services performed, or the monetary limits described in the Program Budget, nor shall the County pay for expenses or services which will be reimbursed by another funding source or for services which are not performed or for exceeding performance targets of this Agreement.
3. Subrecipient will submit requests for reimbursement subsequent to making required grant match payments to the State Granting Agency. Total distributions shall not exceed the total Sub-grant Amount. Subrecipient shall submit requests for reimbursement of Allowable Expenses along with supporting documentation no later than the 30th day of each month, beginning on the effective date of this agreement and ending December 30, 2020. Distributions shall be made to Subrecipient within ten business days from receipt of reimbursement request and supporting documentation. Payment will be made on the expectation of actual Allowable Expenses paralleling the performance target specified in

the Program Scope. Subrecipient's expenditures must be proportional to services provided. **In accordance with the CARES Act, the County will not reimburse Subrecipient for any expenses incurred after December 30, 2020.**

- 4. Program Scope.** Subrecipient will comply with all the requirements and deadlines described in Attachment "A" attached to this Agreement (the "**Program Scope**"). Notwithstanding anything to the contrary, the Subrecipient will be responsible for repaying the County any funds that the Subrecipient receives in violation of any provisions under this Agreement, including the Program Funding Requirements, and the Federal Granting Agency Requirements. The Subrecipient will be liable for the repayment of funds to the County or the Federal Granting Agency if the Program Scope is found by the Federal Granting Agency to be ineligible. The Subrecipient will also be liable for repaying any funds expended by the Subrecipient following notification by the County, notification by the Federal Granting Agency, or knowledge by the Subrecipient that the Program Scope has been disallowed. Subrecipient will be responsible for paying back to the County any funds that were disbursed or expended in violation of this Agreement, the Program Funding Requirements, and/or Federal Granting Agency Requirements. Subrecipient is not responsible for repaying funds if such funds were distributed in accordance to this agreement, provided however, that the Subrecipient will stop any fund expenditures that the County informs Subrecipient are not allowable under guidance from the Federal Granting Agency. Regardless of whether a disbursement or expenditure is allowed under the Program Scope, Subrecipient will be responsible for repaying any funds that were disbursed or expended following notification from the County that such disbursements or expenditures are not allowable under guidance from the Federal Granting Agency.
- 5. Term.** Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates December 30, 2020.
- 6. Insurance.** The Subrecipient will maintain insurance of appropriate types and amounts that a reasonably prudent Texas ISD would maintain to cover foreseeable liabilities or losses related to the administration of goods and services contained in the program scope contained in Attachment A of this agreement.
- 7. Indemnification.** **TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SUBRECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE COUNTY AND THE COUNTY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE ARISING FROM THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING AND AFTER THE TERM OF THIS CONTRACT.**

- 8. Release.** To the extent allowed by law, the Subrecipient releases the County and the County's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Subrecipient while performing any activities related to this Agreement.

9. Termination.

- a. Non-Appropriation of Funds by the County. If the County fails to appropriate sufficient funds to carry out the obligations of the County under this Agreement, then the County may terminate this Agreement upon 30 calendar day notice to the Subrecipient.
- b. Cancellation of Funds by Federal Granting Agency. If the Federal Granting Agency cancels Program Funds, or fails to provide the County with Program Funds, then the County may terminate this Agreement immediately following notification to the Subrecipient.
- c. For Cause. Either party may terminate this Agreement for cause following a 30 calendar day opportunity to cure. For purposes of this Agreement "for cause" means a failure of a party to perform any obligations under this Agreement or breach of any representations and warranties made under this Agreement. If the County terminates this Agreement for cause, then the Subrecipient will pay the County the damages resulting from the termination for cause, which may include paying back all funds disbursed by the County to the Subrecipient, if appropriate.
- d. The Subrecipient may terminate this Agreement by sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the Sub-grant Amount will not accomplish the purposes for which the federal award was made, the County may terminate the Sub-Grant Amount in its entirety.
- e. Close out. Regardless of the reason or method of termination of this Agreement, the Subrecipient will remain responsible for complying with all close out procedures required under the Program Funding Requirements.
- f. Termination for convenience. The County may terminate this Agreement for any reason upon advance written notice to the Subrecipient. The County will allow the Subrecipient 15 calendar days from the date of receipt of the termination notice to stop all services under this Agreement. The Subrecipient will cease all services under the Agreement by the end of the 15 calendar day period allowed under the termination notice. Upon termination, the Subrecipient will submit a final statement of Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice along with proof of such expenses. Subrecipient will be entitled to any Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice provided that Subrecipient submits all proof and documents required under this Agreement and the Subrecipient is in compliance with all requirements under this Agreement.

- 10. Audit and Inspections.** Subrecipient will keep all records related to this Agreement for a period of 5 years after December 30, 2020. Until termination of this Agreement, Subrecipient will allow the County, the Federal Granting Agency, federal Inspectors General, and/or the Comptroller of the United States to inspect all records reasonably

related to this Agreement within 3 calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Subrecipient will provide copies to the requesting party of any records requested at the Subrecipient's expense. Further, the Subrecipient will allow timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The Subrecipient will comply with any additional audit requirements listed on the Program Scope.

11. Liability for Funds. The Subrecipient will repay to the County any funds that the Subrecipient accepts or disburses under this Agreement in violation of this Agreement, the Program Funding Requirements, or the Federal Granting Agency Requirements.

12. Compliance with Federal Regulations. The Subrecipient will comply with all Program Fund requirements listed under section 5001 of the CARES Act ("**Program Funding Requirements**"). In addition, the Subrecipient will perform any obligations reasonably requested by the County that are necessary to ensure that the County complies with Program Funding Requirements.

- a. The Subrecipient will also comply with all Federal Granting Agency Requirements ("**Federal Granting Agency Requirements**"), including but not limited to the following (guidance documents are routinely updated by the Federal Granting Agency. For convenience, the guidance documents may be viewed here: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> and <https://www.treasury.gov/about/organizational-structure/ig/Pages/CARES-Act-Reporting-and-Record-Keeping-Information.aspx>):
 - i. U.S. Dept. of Treasury, Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments
 - ii. U.S. Dept. of Treasury, Coronavirus Relief Fund Frequently Asked Questions
 - iii. U.S. Dept. of Treasury, Office of Inspector General, CARES Act Reporting and Record-Keeping Information documents.

13. Monitoring. The Subrecipient will allow the County reasonable access to inspect the Subrecipient's Offices and facilities subject of this Agreement to ensure compliance with local, state, and federal requirements. The County will provide the Subrecipient reasonable notice prior to a visit. Following a visit the County may provide the Subrecipient with a report regarding the findings of the visit. If the County provides the Subrecipient with a report, then the Subrecipient will correct any findings and provide a written response to the County addressing the County's findings. The County, Federal Granting Agency or their designees shall have a right to access to monitor or request copying, mailing or electronic transmission of Subrecipient's records that are related to this Agreement. Monitoring reports will include a written report to Subrecipient documenting findings and concerns that will require a written response to the County. An acceptable response must be received by the County within **seven (7) days** from the Subrecipient's receipt of the monitoring report or audit review letter. Failure of the Subrecipient to take all actions necessary to resolve and close monitoring or audit findings within **thirty (30) days** of the monitoring report or audit review letter shall be considered breach of this Contract. The Director may grant additional time beyond the original due date provided by compliance staff to comply

with the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the Director may judge to be extenuating circumstances.

14. Post Closeout. The closeout of the Program Funds does not affect the right of the Federal Granting Agency or the County to disallow costs and recover from the Subrecipient funds on the basis of a later audit or other review. The Subrecipient will repay to the County any funds that are determined by the Federal Granting Agency or the County to be disallowed costs even if performance obligations or work has been completed.

15. Reversion of Assets. The Subrecipient will transfer to the County any funds at hand at the time of expiration or termination of this Agreement. The Subrecipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.

16. Representations and Warranties. The Subrecipient represents and warrants that all information submitted to the County, including the initial application for funds, is true and correct. Further, the Subrecipient represents and warrants that the Subrecipient is in good legal standing with the laws of the State of Texas, the Subrecipient is legally authorized to perform business in Texas, and the persons signing the Agreement on behalf of the Subrecipient are authorized to sign this Agreement. The Subrecipient represents that the Subrecipient has not had any allegations or cases made against the Subrecipient related to fraud or bribery including at a criminal, civil, or administrative level. The County represents and warrants that the funds to be made available under this Agreement are to be distributed to Subrecipient as (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19 and (ii) were not accounted for in the budget most recently approved as of March 27, 2020 by the County. The Subrecipient also represents and warrants that any requests for reimbursement submitted by the Subrecipient to the County under this Agreement will be for (i) necessary expenditures incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

17. Additional Requirements. The Attachments listed on this section are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. If there are any conflicts between any Attachment and this Agreement, then the most stringent requirement governs.

- a. **Attachment “A”** – Program Scope - Description of expenditures and connection to the pandemic
- b. **Attachment “B”** – CARES Act Funds Program Budget
- c. **Attachment “B-1”** – Supplemental Budget Information
- d. **Attachment “C”** – Required Subrecipient Information

18. Copyrights, Licenses, and Patents. If this Contract results in a copyrightable material, the County’s approval must be obtained to copyright the work. Additionally, the County reserves a royalty free along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the County for a determination

as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

19. General Provisions.

- a. **Subcontracting.** Unless allowed under the Program Scope or as otherwise stated below, the Subrecipient may not subcontract any activities under this Agreement without the prior written consent of the County. The County expressly acknowledges that COVID-19 testing services and the production of the mobile unit will be performed by subcontractors selected by Subrecipient and that no further approvals are required by the County for the provision of services from these subcontractors.
- b. **Definitions/Recitals.** A defined term under this Agreement appears in **bold face** print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- c. **Discrimination Prohibited.** Subrecipient shall comply with all laws prohibiting discrimination to include local, state and federal requirements.
- d. **Conflicts of Interest.** Subrecipient covenants that during the term of this Agreement, the Subrecipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement.
- e. **Compliance with Laws.** Subrecipient will comply with all applicable laws while performing activities under this Agreement. Subrecipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this Agreement, if applicable.
- f. **Subrecipient's Composition.** Subrecipient shall notify the County in writing within thirty (30) calendar days in the event of any change in Subrecipient's ownership, organization, control and management, and non-profit tax status. The County reserves the right to terminate this Agreement if the composition of the Subrecipient's organization changes in a manner that would make the Subrecipient ineligible for funds under program requirements.
- g. **Independent Contractor Relationship.** Nothing in this Agreement creates and employer employee relationship between the Parties. The County is not subject to any obligations or liabilities of the Subrecipient incurred in the performance of this Agreement.
- h. **Confidentiality.** The County will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Subrecipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- i. **Successors and Assigns.** This Agreement is binding on the County and the Subrecipient, and the Subrecipient's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- j. **Venue.** This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- k. **Governing Law.** This Agreement is governed by Texas law.

- l. **Captions.** The captions of this Agreement are for information purposes only, and in no way affect the substantive terms or conditions of this Agreement.
- m. **Severability.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity does not affect the remaining provisions of this Agreement.
- n. **Notices.** The Parties will send all notices required or allowed under this Agreement, in writing and by certified mail or in person, to the addresses described in this Section. All notices are deemed received on the date of delivery in person or 3 calendar days following the postmark date on the notice.

To the County of El Paso: THE COUNTY OF EL PASO
 Attn: County Administrator
 Address: 500 E. San Antonio Street. Suite 302A
 El Paso, Texas 79901

To TISD: TORNILLO INDEPENDENT SCHOOL DISTRICT
 Attn: Rosy Vega-Barrio
 Superintendent of Schools
 Tornillo Independent School District
 19200 Cobb Ave.
 Tornillo, TX 79853

Copy: Luis M Guerra
 Finance Director
 Tornillo Independent School District
 19200 Cobb Ave.
 Tornillo, TX 79853

Either party may change the address above by sending written notification to the other party.

- o. **No third party beneficiaries.** This Agreement is entered for the benefit of the County and the Subrecipient only. No third party has any rights to enforce any obligations or rights under this Agreement.
- p. **Governmental Function.** The Parties agree that the County and Subrecipient are entering this Agreement in the exercise of their respective governmental functions under the Texas Tort Claims Act. The Parties also agree that the County and Subrecipient are entering into this Agreement each as a governmental entity performing a governmental function in their own respective capacity.
- q. **Entire Agreement.** This Agreement constitutes the entire agreement by the Parties.
- r. **Time of the Essence.** Time is of the essence with respect to the rights and obligations of the Parties as described herein.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates below.

COUNTY OF EL PASO:

TORNILLO INDEPENDENT SCHOOL DISTRICT:

By: _____
Ricardo A. Samaniego
County Judge

By: _____
Rosy Vega-Barrio
Superintendent of Schools

Date: _____

Date: _____

APPROVED AS TO CONTENT:

REVIEWED BY LEGAL DEPT.

Betsy Keller
County Chief Administrator

Priscilla de Mata
Blanco Ordoñez Mata & Wechsler, P.C.
General Counsel for the Tornillo
Independent School District

APPROVED AS TO LEGAL FORM:



Ryan Kerr
Assistant County Attorney

ATTACHMENT "A"

Program Scope: Description of expenditures and connection to the pandemic

This Program Scope is attached to and made a part of the Subrecipient Agreement (the "Agreement") between the County of El Paso (the "County") and Subrecipient, and shall be according to the following terms and conditions:

1. **Description** - The County will reimburse the Subrecipient for the acquisition of the following necessary types of expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19):
 - a. Bulk-order technology purchases made strictly through Texas Education Agency's Bulk-order Local Match Reimbursement Program, to acquire electronic devices for student learning, to include, but not limited to, hotspots, laptops, Chromebooks, and iPads.
2. **Proof of Expenditures** - Subrecipient must provide the following in order to receive reimbursement:
 - a. Invoices or specifications showing order date and product details for items purchased and as a result of COVID-19;
 - b. Receipt for amount paid or other proof of payment; and
 - c. Statement attesting to that such expense was not paid by a grant from any other agency and will not be reimbursed by any other agency.

The County has determined that this Agreement is a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and ensures that these expenses were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).

ATTACHMENT “B”
CARES Act Funds Program Budget

	Budget & Expense Form for CARES Act Contracts & Subrecipients							
			Reporting Period Exp.	Reporting Period Exp.	Reporting Period Exp.	Reporting Period Exp.		
			Enter dates below	Enter dates below	Enter dates below	Enter dates below	Cumulative	Budget
	Expenditure Categories	Budget Amount	10/30/2020	11/30/2020	12/30/2020	xx/xx/xx	Total	Balance
a.	Administrative Expenses						\$0.00	\$0.00
b.	Budgeted Personnel and Services Diverted to a Substantially Different Use						\$0.00	\$0.00
c.	COVID-19 Testing and Contact Tracing						\$0.00	\$0.00
d.	Economic Support (Other than Small Business, Housing, and Food Assistance)						\$0.00	\$0.00
e.	Expenses Associated with the Issuance of Tax Anticipation Notes						\$0.00	\$0.00
f.	Facilitating Distance Learning						\$0.00	\$0.00
g.	Food Programs						\$0.00	\$0.00
h.	Housing Support						\$0.00	\$0.00
i.	Improve Telework Capabilities of Public Employees						\$0.00	\$0.00
j.	Medical Expenses						\$0.00	\$0.00
k.	Nursing Home Assistance						\$0.00	\$0.00
l.	Payroll for Public Health and Safety Employees						\$0.00	\$0.00
m.	Personal Protective Equipment						\$0.00	\$0.00
n.	Public Health Expenses						\$0.00	\$0.00
o.	Small Business Assistance						\$0.00	\$0.00
p.	Unemployment Benefits						\$0.00	\$0.00
q.	Workers’ Compensation						\$0.00	\$0.00
r.	Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories	\$8,075.00					\$0.00	\$0.00
							\$0.00	\$0.00
							\$0.00	\$0.00
	Total Budget	\$8,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Reporting information:							
	<ul style="list-style-type: none"> • Reporting Periods may be monthly, quarterly or other, as agreed. Insert columns as necessary. 							
	<ul style="list-style-type: none"> • All expenses must include supporting documentation such as invoices, cancelled checks, payroll reports, etc. 							
	<ul style="list-style-type: none"> • Any questions regarding budgets, expenses or supporting documentation should be directed to: 							
	El Paso County Auditor Office / Grants Compliance Reporting Audit Division: SuEstrada@epcounty.com or rdominguez@epcounty.com							

**ATTACHMENT “B-1”
Supplemental Budget Information**

Tornillo ISD Program Budget		
PURPOSE	DESCRIPTION	COST
25% Grant Match	25% match to the Texas Education Agency (“ State Granting Agency ”) pursuant to the terms of the Bulk-order Local Match Reimbursement Program grant	\$8,075.00
Total Expense		\$8,075.00

ATTACHMENT "C"
Subrecipient Information

REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS):
 2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 1 0 0 0 7 6 9 9 1
 3. Federal Award Identification Number (FAIN): _____
 4. Federal Award Date (see §200.39 Federal award date): _____
 5. Subaward Period of Performance Start Date and End Date: to
 6. Amount of Federal Funds Obligated by this Agreement: \$
 7. Total Amount of Federal Funds obligated to subrecipient for this activity under all agreements between the County and the Subrecipient, including this Agreement: \$
 8. Total Amount of the Federal Award: \$
 9. Total Amount of the Federal Award committed to the Subrecipient: \$
 10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):_____.
 11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of the Treasury; and the County of El Paso. Contact information for the awarding official at the County of El Paso: ATTN: Betsy Keller, El Paso County Chief Administrator, County of El Paso, 500 E. San Antonio Ave., El Paso, Texas 79902; (ph) 915-546-2215.
 12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement:
 13. Identification of whether the award is R&D: N/A
- Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): de minimis rate