

ON JULY 1, 2024 A **CORRECTION WAS MADE** ON THIS SUBRECIPIENT
AGREEMENT FOR AMERICAN RESCUE PLAN ACT FUNDING FOR PUBLIC
INFRASTRUCTURE PROJECT TO SHOW ON PAGE 13 THE FOLLOWING
CORRECTION:

SIGNED AND ENTERED THIS 14 DAY OF MAY **2024**.

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT FUNDING
 FOR PUBLIC INFRASTRUCTURE PROJECT**

(City of Needville, Texas – Water Plant)

This Subrecipient Agreement (“Agreement”) for American Rescue Plan Act funding for Public Infrastructure Project is made and entered into by and between the City of Needville, Texas, a general law city, principally situated in Fort Bend County, acting by and through its City Council, (“City”), and Fort Bend County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, (“County”). The City and the County may each individually be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”), which amended, in part, the Social Security Act (42 U.S.C. § 601), was signed into law; and

WHEREAS, ARPA established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program which provides support to State, territorial, local, and tribal governments in response to the financial impact of COVID-19 on their communities, residents, and businesses; and

WHEREAS, on May 17, 2021, County entered into an Agreement with the U.S. Department of Treasury (“Treasury”) for the award of SLFRF funds, which funds must be used in compliance with section 603(c) of the Social Security Act, the Treasury’s Final Rule under 31 C.F.R § 35, and guidance issued by the Treasury; and

WHEREAS, SLFRF funds distributed under ARPA may be subawarded by County to other organizations to carry out the goals of the SLFRF program including necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, City submitted a request to County for the issuance of a subaward for the repair and rehabilitation of its Water Plant, which plant serves residents, businesses, and public services; and

WHEREAS, on June 13, 2023, County authorized and allocated \$1,500,000.00 of its SLFRF funds as a subaward (the “Subaward”) to be dedicated to the City for the repair and rehabilitation of the City’s Water Plant; and

WHEREAS, City is classified as a subrecipient under ARPA, which is an entity that receives a Subaward from County to carry out the goals of ARPA; and

WHEREAS, County and City desire to enter into this Agreement in order to facilitate the transfer of the Subaward to City for said project; and

WHEREAS, County has determined that this Agreement will enhance and benefit the quality of life for Fort Bend County residents and specifically provide critical support or public interest benefits to County residents by funding critical infrastructure improvements to public water and wastewater systems serving the community; and

WHEREAS, this Agreement is not for an expenditure under Texas Local Government Code Chapter 262, but an Agreement to transfer grant funds from County to City, as a subrecipient, specifically authorized by 42 U.S.C. 803(b)(3)(c)(3) for the purpose of meeting ARPA's goals.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to the City's acceptance of the Subaward granted by the County for the repair and rehabilitation of the City's Water Plant located in Needville, Fort Bend County, Texas, including the construction of certain improvements to the existing Plant, as further described in the General Scope of Work attached hereto as Exhibit "A."
2. **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by City in accordance with the terms of this Agreement. References to the term "Agreement" in this Agreement shall include references to all exhibits attached hereto.
 - (a) General Scope of Work attached hereto as "Exhibit A."
 - (b) U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (the "Award Terms"), attached hereto as "Exhibit B."
 - (c) U.S. Department of Treasury Final Rule, 31 C.F.R. Part 35 (the "Final Rule"), attached hereto as "Exhibit C."

- (d) Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities (the "SLFRF Guidelines"), which provides additional guidance on the Final Rule and is attached hereto as "Exhibit D."
- (e) Contract Provisions for Contracts Utilizing Federal Awards from the American Rescue Plan Act of 2021 (the "ARPA Contract Provisions"), attached hereto as "Exhibit E."

In the event the Federal Government issues any further guidance or regulations on the appropriate use of the Subaward, then such further guidance shall be automatically incorporated into the terms of this Agreement without the need for an amendment, provided however, that such guidance shall not bind City retroactively.

4. Definitions.

- (a) "Allowable Costs" shall mean all eligible and authorized Project costs, which costs shall be consistent with the applicable requirements of 2 C.F.R.200, Subpart E.
- (b) "Days" shall mean calendar days unless otherwise expressly provided in this Agreement.
- (c) "Equipment" shall mean tangible personal property as further defined under 2 C.F.R. § 200.1.
- (d) "Project" shall mean the City's repair and rehabilitation of the City's Water Plant as provided in this Agreement.
- (e) "Unauthorized Costs" shall mean any costs for the Project that are not Allowable Costs.

5. Payment and Distribution of Subaward. County agrees to provide the Subaward in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to City for Allowable Costs incurred for the Project, subject to the following terms and conditions:

- (a) Payment of the Subaward may be made to City by County in advance upon the presentation and submission of all forms and documents as may be required by County, including written certification from the City, acting by and through its City Council, that City has identified and appropriated sufficient funds for the balance of the Project costs which exceed the amount of the Subaward issued under this Agreement. Such certification shall identify the funding source for the Project costs.

- (b) Advance payment(s) made under this Agreement shall not exceed \$1,500,000.00 and shall be in accordance with the City's actual cost requirements in carrying out and completing the work required for the Project.
- (c) City shall submit complete, fully documented, and accurate itemized invoice(s) including, as may be required by County, other appropriate supporting information and documentation to substantiate that the Subaward will only be used for Allowable Costs for the Project (collectively, the "Invoice(s)"), for the disbursement of the Subaward under this Agreement. The Invoice(s) submitted must also include the contractor bid form for the Construction Contract(s). City shall further highlight such items on the Invoice(s) for which the Subaward will be obligated and expended.
- (d) Prior to the distribution and payment of the Subaward by County, City shall submit the Invoice(s) required by County to Enginvoices@fbctx.gov. County shall review and forward the same to the County Auditor for processing and approval. County shall pay approved Invoice(s) within thirty (30) calendar days of County's receipt of the Invoice(s) and required documentation.
- (e) Notwithstanding the foregoing, County, at its sole discretion, may withhold distribution and payment of the Subaward to City if City fails to provide County with appropriate Invoice(s) and documentation or fails to comply with any additional responsibilities and obligations required by City under this Agreement.
- (f) The Fort Bend County Auditor is responsible for monitoring fiscal compliance activities under this Agreement and shall resolve any dispute between the Parties regarding the distribution, payment, and expenditure of the Subaward.
- (g) County shall not be liable and the Subaward shall not be used for any costs incurred for the Project: (i) prior to the Effective Date, (ii) outside of the applicable time frame set forth in Section 8 of this Agreement, or (iii) that are Unauthorized Costs.
- (h) County's payment and distribution of the Subaward to City does not preclude County from determining that certain costs were Unauthorized Costs. As such, County shall have the right to recoup any Subaward paid and distributed to City and demand repayment of such funds, in whole or in part, if County determines that City used the Subaward for Unauthorized Costs. Upon receipt of written demand by County, City shall, within thirty (30) calendar days, refund any monies previously paid or distributed by County for the Project that County determines were not used in compliance with this Agreement.

6. **Competitive Bid and Award.** City must advertise for competitive bids for the Project (together or in separate contracts) consistent with applicable state and federal procurement laws, including any applicable procurement standards set forth in 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. Upon receipt of bids for the Project, City will notify County of the amount of the recommended bid (“Notice of Bid”). If the County desires to object to the award of the contract, it must provide written notice to City within fifteen (15) calendar days of County’s receipt of the Notice of Bid. Otherwise, the County will be deemed to have approved the award of the contract to the lowest responsible bidder, in City’s judgment, who would be most advantageous to the Parties and would result in the best and most economical completion of the Project. City will enter into a contract with the qualified bidder (“Construction Contract(s)").

7. **Construction Contract(s).** All Construction Contract(s) entered into between City and its contractors must include the ARPA Contract Provisions attached hereto as Exhibit E. Such Construction Contract(s) must also include a provision requiring each contractor and subcontractor to include the ARPA Contract Provisions in their contracts for the Project as provided in Section 11(d) of this Agreement. In the event City constructs the Project in multiple contracts, the ARPA Contract Provisions must apply to each Construction Contract.

8. **Period of Performance.**
 - (a) This Agreement shall become effective upon the date of execution by the last Party hereto (the “Effective Date”) and shall remain in effect until the sooner of December 31, 2026 or Completion of the Project, unless sooner terminated in accordance with the terms of this Agreement.

 - (b) City’s use of the Subaward is subject to statutory and regulatory requirements which provide that the Subaward must be used only for Allowable Costs incurred for the Project during the period that begins on the Effective Date and ends on December 31, 2024. The Subaward for those incurred costs must be expended no later than December 31, 2026. Pursuant to 2 C.F.R. § 200.344(d), any Subaward that is not obligated or expended within the timeframes provided under this subsection must be returned to the Treasury.

9. **Termination.**
 - (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to City.

- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for the following reasons:
- (i) City becomes debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.
 - (ii) City fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (iii) City uses the Subaward distributed by County for Unauthorized Costs.
 - (iv) City fails to comply with County's documentation and reporting requirements, program objectives, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (v) City fails to comply with the requirements and/or terms of this Agreement.
 - (vi) Non-performance and suspension of the Agreement that exceeds ten (10) calendar days due to a Force Majeure Event.
- (c) Upon termination of this Agreement, City shall cease all work and activity for the Project by the date specified by County and shall not incur any new obligations or perform any additional services for the Project beyond the specified date.
- (d) Upon termination of this Agreement by County for any reason, City shall remain obligated to County for the immediate return of all or a portion of the Subaward as determined by County and in accordance with the terms of this Agreement.

10. Reporting and Auditing.

- (a) City shall comply with all reporting requirements under ARPA including the requirements set forth in the Final Rule and SLFRF Guidelines attached hereto as Exhibits C and D.
- (b) City shall provide County monthly reporting of expenditures, including, but not limited to, supporting documents such as receipts, paid invoices, timesheets, payroll registers, and any other documentation or reports requested by County to substantiate that such funds were expended and used only on Allowable Costs for the Project. These reporting requirements shall survive the termination of this Agreement.

- (c) County shall have the right to audit all data, books, and records of the City related to this Agreement. Such data, books, and records shall be furnished to County upon thirty (30) days written notice to City. The City's cooperation must include, but not be limited to, access to all the City's books, records, contracts, Spreadsheets, statements, correspondence, and documents, in whatever form, that are applicable to the Project or this Agreement. The County's rights to audit shall survive termination of this Agreement for a period of five (5) years and shall be extended to obligations assigned to any subcontracts or agreements related to the City's fulfillment of its obligations to County under this Agreement.
- (d) All data, books, records, and documents reasonably related to this Agreement, including but not limited to accounting records, digital files, and other records related to costs incurred for the Project shall be maintained and kept by City for a minimum of five (5) years after termination of this Agreement. **CITY SHALL NOT DESTROY OR DISCARD ANY DATA, BOOKS, RECORDS, OR DOCUMENTS REASONABLY RELATED TO THIS AGREEMENT OR THE PROJECT, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
- (e) City acknowledges and understands that it may be subject to the Single Audit Act of 1984, as amended, in 2 C.F.R. Part 200, Subpart F, if City expends an aggregate of \$750,000.00 or more in federal awards in a fiscal year.

11. Compliance, Assurances, and Representations.

- (a) City shall observe and comply with all applicable federal, state, and local laws and regulations.
- (b) City acknowledges and agrees that the source of the Subaward is from the ARPA allocation received by County from the Treasury. City further acknowledges and agrees that City is receiving the Subaward from County as Subrecipient. As such, City's use of the Subaward is subject to the same terms and conditions as County's use of such funds under ARPA.
- (c) City shall comply with all requirements of this Agreement and attached Exhibits including the Award Terms, the Final Rule, The SLFRF Guidelines, and the ARPA Contract Provisions. City shall further comply with all applicable provisions of the Uniform Guidance under 2 C.F.R. Part 200.
- (d) City shall ensure that the ARPA Contract Provisions flow down to all third party contractors and their subcontractors at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The City must require that these clauses be included in each covered transaction at any tier.

- (e) City acknowledges and agrees that any purchase of Equipment for the Project using Subaward funds shall be consistent with 2 C.F.R. Part 200, Subpart D. All Equipment acquired for the Project using Subaward funds must be used for the originally authorized purpose. In the event original or replacement Equipment acquired under for the Project as provided herein is no longer needed or in use for the Project, City must request disposition instructions from the County.

12. Additional Rights and Obligations of the Parties.

- (a) The County's sole obligation under this Agreement is to provide funding up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for costs incurred for the Project. County shall not obligated to pay any amount of funds in excess of the \$1,500,000.00 appropriated for the Project, whether from Subaward or any other sources of funding.
- (b) County shall have the right to review related documents, maps, plats, reports, design plans, and drawings. County shall further have the right to inspect any construction work in progress for Project, provided however, that in conducting such inspections, County shall not interfere with any work in progress.
- (c) County shall have the right to enter the Project Site and inspect the work performed by City for the Project. County shall notify City in writing of any complaints regarding any deficiencies and the quality of workmanship by City for the Project. City shall address and correct such deficiencies within a reasonable time as agreed to by the Parties.
- (d) County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County must be promptly addressed by City as provided in Section 12(c) above.
- (e) City shall be responsible for procuring the goods and services as provided herein and for managing the construction and repair work necessary to complete the Project in compliance with the terms of this Agreement.
- (f) In addition to other reporting requirements under this Agreement, City shall submit monthly progress reports County which describe in sufficient detail the progress of the design and construction work for the Project. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this subsection, so long as the City has reviewed such reports and confirmed accuracy of the contractors' reports.

13. Completion of the Project.

- (a) The Project shall be deemed "Complete" upon County's determination that City has complied with all requirements and procedures of the Subaward including full compliance with the terms and conditions of ARPA and this Agreement. Key tasks shall include closeout communications, completion of punch-list items and final inspection, confirmation for maintenance of records and financial documents, receipt of all final payment requests, and receipt of all financial reports and documentation, and completion of all performance obligations under this Agreement.
- (b) Upon Completion of the Project, all costs for the management, operation, maintenance, repair, and/or replacement of the Project (as applicable) shall be the sole responsibility of the City. County's distribution of the Subaward under this Agreement shall not create any liability or responsibility, financial or otherwise, for the management, operation, maintenance, repair, or replacement of the Project.

12. Limit of Appropriation. City understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of \$1,500,000.00, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project under this Agreement. In no event must the amount paid by County under this Agreement exceed said maximum amount. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will distribute to the City hereunder will not under any condition, circumstance or interpretation hereof exceed \$1,500,000.00.

13. Insurance Requirements. City agrees that it will require its contractor's insurance policies to name County as well as City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies must include at least the following minimum coverage:

- (a) Worker's Compensation in the amount required by law. The policy must include the All States Endorsement.
- (b) Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

- (c) Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Projects, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.
 - (d) City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such instances, County must remain an additional insured. City will provide County with proof of insurance within thirty (30) days of City's execution of a Construction Contract with its contractor(s).
14. **Independent Contractor.** Each Party under this Agreement shall be deemed for all purposes an Independent Contractor. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the Parties. The City shall not be or deemed to be, or act or purport to act, as an employee, agent, or representative of County for any purpose.
15. **Assignment.** No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder.
16. **Force Majeure Event.** In the event that either Party hereto is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then the Party whose obligations are affected (the "Affected Party") shall notify the other in writing stating the nature of the event and the anticipated duration. Upon County's receipt of such notice, the Agreement shall be immediately suspended. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible, but in no event shall the period of non-performance or suspension of the Agreement exceed ten (10) calendar days. For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.
17. **No Third Party Beneficiaries.** The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

18. **Contact and Notices.** All notices and communications under this Agreement must be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

County: Fort Bend County
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department
Attention: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

City: City of Needville
Attn: Mayor
9022 Main St.
Needville, Texas 77461

19. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
20. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by either Party of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
22. **No Waiver of Enforcement.** The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach

by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

23. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
24. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
25. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
26. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
27. **Certification.** By his or her signature to this Agreement, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Pages Follow}

SIGNED and ENTERED this 14 day of May, ~~2023~~, ²⁰²⁴.

FORT BEND COUNTY, TEXAS

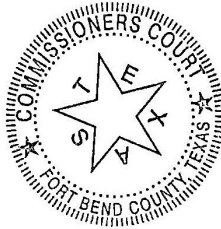
KP George

KP GEORGE,
COUNTY JUDGE

ATTEST:

Laura Richard

Laura Richard,
County Clerk



APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,500,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant,
County Auditor

SIGNED and ENTERED this 13 day of September 2023.

CITY OF NEEDVILLE, TEXAS



CHAD NESVADBA,
MAYOR

ATTEST:



Cynthia Sullivan,
City Secretary

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EXHIBIT A

General Scope of Work

This project includes improvements to the existing water plant. The proposed equipment includes up to two (2) ground storage tanks, up to two (2) hydrotanks, up to four (4) booster pumps, and communication to an off-site water well. A new CMU building will house the booster pumps, electrical equipment, and disinfection equipment and will include a window style air conditioner/heater. A diesel generator with stand-alone fuel tank will provide auxiliary power. The control system will include pressure switches to sense the level of the ground storage tank to control the well and the hydrotank to sense the system (including replacement of line between School and Richmond Streets); plug existing well (Plan for future water well on the plant site); site improvements and fencing.

EXHIBIT B

(Award Terms Follow Behind)

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Fort Bend County 301 JACKSON STREET RICHMOND, Texas 77469-3108	DUNS Number: 081497075 Taxpayer Identification Number: 746001969 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient: 
Authorized Representative: _____
Title: County Judge
Date signed: May 17, 2021

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

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

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal