



AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 10/23/2023

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
<p>COMMISSIONERS COURT</p> <p>OCT 23 2023</p> <p>No Action</p>

Description:

Consider and Approve American Rescue Plan Act (ARPA) Program
Subrecipient Agreement with Blue Water Oaks Property Owners Association,
Sewer Supply and Water Service Corporation with Authorization for County
Judge to Sign-Presented by David Preisner, Superintendent, Blue Water Oaks

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
SUBRECIPIENT AGREEMENT**

Subrecipient Name	BLUE WATER OAKS PROPERTY OWNERS ASSOCIATION, SEWER SUPPLY AND WATER SERVICE CORPORATION
Name of Program	NEW WASTEWATER TREATMENT PLANT
Subrecipient Unique Entity Identifier # (DUNS) or U.E.I.	X4CQZ4BR6KL3
CAGE #	9DAQ9
Period of Performance Start Date	October 23, 2023
Period of Performance End Date	August 31, 2026
Amount of Federal Funds Obligated by this Agreement	\$750,000.00

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 23rd day of October 2023 by and between Johnson County, Texas, hereinafter referred to as “Johnson County” and the “Blue Water Oaks Property Owners Association, Sewer Supply and Water Service Corporation”, in Johnson County hereinafter referred to as the “Subrecipient.” Johnson County and Subrecipient are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the County has determined that it has the objective of providing these services to its residents; and

WHEREAS, the County has been awarded \$34,150,391.00 in funds by the U.S. Department of the Treasury (“Treasury”) which were expected to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Subrecipient has requested that the Johnson County use SLFRF for the “NEW WASTEWATER TREATMENT PLANT” Project (hereinafter “Project”); and

WHEREAS, the County desires to disburse funds to the Subrecipient to administer the Project and perform

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certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the County that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000) to be paid to the Subrecipient by County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0. SCOPE OF SERVICES AND RESPONSIBILITIES OF SUBRECIPIENT

1.1 Subrecipient agrees to administer a “NEW WASTEWATER TREATMENT PLANT” Project, and satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Subrecipient’s Application for Funding and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference, in full compliance with all provisions of this Agreement. Any amendments to the Scope of Services and line-item budget must be approved by the County in writing prior to the implementation of the changes. The general program description and program goals/objectives include:

1.2 Performance-Based/Measurable Accomplishments: The Subrecipient agrees to provide the following levels of program services: [modify as needed]

Milestones	Estimated Completion Date
Select Manufacture of treatment plant	January 2024
Select Engineer for closing of unused treatment features	January 2024
Ground work and foundation for treatment plant per plant design	June 2024
WWTP 50% Complete	December 2024
WWTP 75% Complete	March 2025
WWTP Complete and put into service	August 2025
Closing of unused treatment features (pond, old package plant)	December 2025

1.3 The County will monitor the performance of the Subrecipient against the performance standards, principal tasks and budget stated herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated, at the sole discretion of the County.

1.4 Subrecipient warrants and represents that it:

1.4.1 Has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder;

1.4.2 That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 Compliance Provisions and 200 CFR Part 200 contracting requirements identified in **Exhibit B and Exhibit C** attached hereto.

1.5 General Administration: The Subrecipient will provide all administrative staffing, facilities, equipment, and services necessary to provide Program as described herein in accordance with all applicable local, state, and federal requirements.

1.6 Program Delivery: The Subrecipient will provide all staffing, facilities, equipment, and services needed to deliver the funded Program as described herein in accordance with all applicable local, state, and federal

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requirements.

1.7 Program Policies/Guidelines: The Subrecipient shall provide Program Policies/Guidelines to the County within sixty (60) days of the Effective Date of this Agreement.

1.8 Guidance Documents: Subrecipient shall abide by all guidance documents applicable to the ARPA Program, including, without limitation:

1.8.1 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

1.8.2 The Federal Register

1.8.3 The U.S. Department of the Treasury publications and other guidance documents

2.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

2.1 The term of this Agreement is effective on October 23, 2023 and shall continue until August 31, 2026, unless sooner terminated as herein provided, or the Project has been fully completed and closed out, but in no circumstance later than August 31, 2026. The county is not liable to Subrecipient for any costs incurred prior to the beginning date of this Agreement or for costs incurred during the period that begins March 3, 2021, until the date of the Agreement, or after the expiration or termination of this Agreement. Subrecipient understands that they need to have funds contracted for and project started prior to December 31, 2024.

2.2 In the event the U.S. Department of the Treasury eliminates funding under this Agreement, the County may terminate this Agreement by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Agreement.

2.3 This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Johnson County, Texas, or in the United States District Court for the Northern District of Texas, Dallas Division.

3.0 RESPONSIBILITIES OF THE COUNTY

3.1 The County shall designate a representative of the County who will be authorized to make all necessary decisions required of the County on behalf of the County in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the County Judge shall be deemed as County's authorized representative.

4.0 SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

4.1 Maximum Compensation: For the term of this Agreement, County shall pay to Subrecipient a total amount not to exceed **\$750,000.00**, a total amount which shall constitute full and complete compensation for the Subrecipient's services under this Agreement. Funds are to be utilized for the administration and delivery of the above-described Program and activities and in accordance with the line-item budget attached hereto as **Exhibit A**. Drawdowns for the payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance. Other operating expenses eligible under the ARPA Program will be considered for reimbursement provided the Subrecipient provides a written request for amendment, and provided the expenses are eligible expenditures as determined by the County, and provided that the County has provided prior written approval of such request for amendment.

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4.2 Payments may be contingent upon certification of the achievement of performance-based measurable accomplishments as detailed in Section 1.2 and as reported in accordance with Section 7 of this Agreement.

4.3 Method of Payment: Funds will be provided through an initial payment of \$150,000 (20% of award total), and then a subsequent payment(s) of \$150,000 as funds are expended and proof of prior expenditures are provided, until all funds are expended, and as depicted in **Exhibit A**. Generally, funds for expenses determined by County as eligible for reimbursement will be provided to Subrecipient within thirty (30) days of the receipt and approval by County of Subrecipient's supporting documentation. **The final request for reimbursement must be received by County no later than June 30 , 2026.**

4.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be reimbursed. The County shall withhold reimbursement to the Subrecipient for failure to perform the services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this Agreement.

4.3.2 Beyond the initial disbursement, funds will not be provided in advance of expenditures and funds will not be determined eligible for reimbursement without corresponding evidence of eligible beneficiaries of services and expenditures, such as receipts, bills, payroll records, canceled checks, and other proof as determined necessary by County, unless prior agreements have been made stipulating an alternative arrangement. Unexpended funds included in this Agreement will remain in the possession of the County for use as determined appropriate by the County.

4.3.3 Recapture of Funds: Subrecipient shall carry out the activities under this Agreement in a manner that complies with the terms and conditions of the Agreement and all applicable laws. The County may recapture and be reimbursed by Subrecipient for any payments made by the County that (1) that are not allowed under applicable laws, rules, and regulations, or (2) that are otherwise inconsistent with this Agreement, including any unapproved expenditures.

4.4 This Agreement and the payments to be made hereunder are contingent upon receipt by County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the County Court funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to County within forty-five (45) days of the date of the expiration or termination.

4.4.1 The County will pay to Subrecipient an amount up to that specified in Section 4.1 as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:

4.4.1.1 That Subrecipient has expended funds for eligible approved expenditures;

4.4.1.2 That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;

4.4.1.3 That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by County; and

4.4.1.4 That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in **Exhibit B** and **Exhibit C** and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are

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subject to repayment by Subrecipient as provided in 31 CFR Part 35.

5.0 TERMINATION OR SUSPENSION OF AGREEMENT

5.1 For Cause: This Agreement may be terminated by County for cause, including any nonperformance by the Subrecipient; failure of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; or violation of any of the covenants, agreements, or stipulations of the Agreement, upon thirty (30) days written notice to Subrecipient including a statement of the reasons therefore. The determination of the County as to the cause of termination and the appropriateness thereof shall be final and binding upon both County and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

5.1.1 In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the County, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

5.1.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

5.1.3 If this Agreement is terminated for any of the reasons referenced in Section 5 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the County at the County's sole discretion.

5.2 For Convenience of the County: The County may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Subrecipient. If the Subrecipient is terminated by the County as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 5.1 hereof relative to termination shall apply.

5.3 Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the County and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the County. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the County, become County's property.

6.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

6.1 Subrecipient hereby agrees and acknowledges that as a condition to receiving ARPA funding, it will adhere to and comply with the terms and conditions contained in **Exhibit B** of this Agreement, as may be amended by the U.S. Department of the Treasury, and with **Exhibit C**.

6.2 Program Income (PI): In accordance with 2 CFR 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 CFR 200.80. Subrecipient shall report all PI to the County in accordance with **Exhibit D** of this Agreement. Any County-authorized use of PI by the Subrecipient shall be subject to ARPA restrictions.

6.3 Financial Management: It is understood by the Subrecipient that the funds provided are subject to the 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. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the County for contract

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accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred. All costs for which ARPA funding is provided must be contained in the budget contained in **Exhibit A**.

6.4 Audit Requirements: Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

6.4.1 Subrecipients which expend \$750,000 or more during the non-Federal entity's fiscal year in Federal funds must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.500, Audit Requirements. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide County with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement. For-profit subrecipients are not subject to 2 CFR 200.500.

6.4.2 Subrecipients expending less than \$750,000 in Federal funds per year shall submit to County a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in the event that an audit has been performed, Subrecipient shall provide a copy of the audit.

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

6.5.1 Records providing a full description of each activity undertaken;

6.5.2 Records demonstrating that each activity undertaken meets ARPA eligibility criteria;

6.5.3 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance;

6.5.4 Records documenting compliance with the fair housing and equal opportunity components of the ARPA Program; and

6.5.5 Other records necessary to document compliance with the ARPA.

6.5.6 Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.

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

6.7 Information on File: Subrecipient must have on file with the County or provide access to current copies of:

6.7.1 Any license applicable to the Subrecipient's proposed activities;

6.7.2 Listing of the current governing board members (including name, address, occupation, position on

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board, and tenure);

6.7.3 Current organizational chart showing management and staffing structure;

6.7.4 Subrecipient's written personnel (including staff and volunteers) policies;

6.7.5 Subrecipient's written accounting policies and procedures;

6.7.6 Subrecipient's written procurement policies and procedures; and

6.7.7 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:

6.7.7.1 The major tasks or activities to be performed under this contract;

6.7.7.2 Eligibility requirements for participation;

6.7.7.3 How activities or tasks will be performed;

6.7.7.4 The measurable objectives for each task; and

6.7.7.5 The time frame within which the tasks will be accomplished.

6.8 Procurement: Subrecipient shall comply with all current County, State, and Federal policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving federal funds via the Federal General Services Administration's System for Award Management (SAM) at <https://www.sam.gov>.

6.9 Inventory: All purchases of Equipment shall follow be made in accordance with all applicable laws, regulations, and rules, including those listed in **Exhibit B** and **Exhibit C**. Subrecipient shall subsequently follow 2 CFR 200.313 Equipment, covering utilization and disposal of property. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the County or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with ARPA funds under this Agreement, including the name of manufacturer, the model number, and the serial number, if applicable.

6.10 Property Records: Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with restrictions specified in 2 CFR 200.311 Real Property.

6.11 Close-Outs: Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

6.12 Travel: Subrecipient shall obtain written approval from the County for any travel outside the metropolitan area with funds provided under this contract, if that travel is not included in the original description of the approved scope of work.

7.0. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

7.1 The County, or its representative, shall have the right to monitor Subrecipient's services, including on-site and desk reviews of financial and program compliance, on a regular basis to assure contract compliance. Results of the monitoring efforts shall be summarized by County in written reports to the Subrecipient's Executive Director and Board of Directors. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient's noncompliance. The Subrecipient shall provide assistance and information needed by County staff in order for the County to accomplish effective monitoring and evaluation of Subrecipient's performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.

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7.2 Subrecipient shall submit a Request for Reimbursement (**Exhibit E**) and Performance Report (**Exhibit D**) to County as each tranche of funds are expended until all funds are expended. Upon expenditure of all ARPA funds, Subrecipient shall provide quarterly updates until all milestones are completed. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities and program accomplishments, and an activity report, which will describe the activities accomplished, and the clients served (including individuals, agencies, and organizations). This report shall include information as described in the exhibits. The activity reports, along with the request for reimbursement and supporting documentation, are due within thirty (30) days following a reporting period and must be reviewed and signed by a duly authorized official of Subrecipient.

7.3 Board Participation: The Subrecipient must document, and allow access for County review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

8.0. PERSONNEL AND PARTICIPANT CONDITIONS

8.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the County for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

8.1.1 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the Personnel Policies as now enacted or hereafter amended.

8.1.2 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (31 CFR, Part 20) and shall require all providers of services under this Agreement to comply with Drug Free Workplace requirements of the above noted Act.

8.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

8.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

8.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

8.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the County as to its acceptability.

8.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

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8.3 Compliance with Civil Rights Laws and Executive Orders:

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

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

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

8.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

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

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

8.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

8.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 CFR 200.318(c) and 2 CFR 200.112, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract, including the procurement of supplies and equipment, and construction and services by contractors.

8.5.1 The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.

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

8.6 Affirmative Action:

8.6.1 Subrecipient agrees that it shall be committed to Affirmative Action principles and take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance to standards referenced in 2 CFR Part 200.321.

8.6.2 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's

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commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.6.3 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9.0 GENERAL CONDITIONS

9.1 Indemnification and Release: SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE CLAIM OR CAUSE OF ACTION RESULTS FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

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

9.2 County shall provide technical assistance to Subrecipient as requested and as mutually agreed upon in the performance of Subrecipient's duties under this Agreement.

9.3 Representation in Proposal: The County has relied on all representations in the Subrecipient's proposal for funding in awarding this contract and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Subrecipient shall owe all amounts paid to it as liquidated damages.

9.4 County Recognition: The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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

<u>For the County, notices may be sent to:</u>	<u>For the Subrecipient, notices may be sent to:</u>
<u>Steve Watson</u>	<u>David Preisner</u>
<u>Auditor</u>	<u>Water and Sewer Superintendent</u>
<u>Johnson County</u>	<u>Blue Water Oaks</u>
<u>2 N. Main Street</u>	<u>172 Rill Ct</u>
<u>Cleburne, Texas 76033</u>	<u>Alvarado, TX 76009</u>
<u>817-556-6305</u>	<u>(405) 570-1658</u>

9.6 Use of Funds for Sectarian Religious Purposes; The Subrecipient covenants and agrees that no funds

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awarded through this program will be used for sectarian religious purposes, and specifically that:

- 8.6.1 There will be no religious test for admission for services;
- 8.6.2 There will be no requirement for attendance at religious services;
- 8.6.3 There will be no inquiry as to a client's religious preference or affiliation;
- 8.6.3 There will be no proselytizing; and
- 8.6.4 Services provided will be essentially secular.

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

9.8 Publication, Reproduction and Use of Materials: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

9.9 Identification of Documents: All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the County, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Johnson County August 28, 2023; Funded by the American Rescue Plan Act (ARPA); BLUE WATER OAKS PROPERTY OWNERS ASSOCIATION, SEWER SUPPLY AND WATER SERVICE CORPORATION; NEW WASTEWATER TREATMENT PLANT.

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

9.11 Insurance and Bonding: The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage.

9.12 Assignability: The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

9.13 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

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

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

9.16 Amendments: County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor

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relieve or release County or Subrecipient from its obligations under this Agreement.

County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

9.17 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of Bastrop County, Texas.

9.18 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement. This Agreement shall not become effective or binding until approved by the County.

ARPA FUNDING FOR THIS SUBRECIPIENT AGREEMENT APPROVED BY COUNTY COMMISSIONER'S COURT ON: August 28, 2023

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

ATTEST: Johnson County, Texas

By: _____
Johnson County Clerk

By: _____
Christopher Boedeker, County Judge

Date: _____

Date: _____

Subrecipient:

NAME: _____

Blue Water Oaks Property Owners Association, Sewer Service and Water Supply Corporation

ATTEST:

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date: _____

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EXHIBIT A

SCOPE OF SERVICES AND BUDGET

1. **Principal Tasks**

The Subrecipient will be responsible for administering the “NEW WASTEWATER TREATMENT PLANT” Project, which includes All necessary engineering, surveying, site preparation, package plant fabrication and transportation, all supporting infrastructure to make the operation of the plant compliant with TCEQ and Texas Senate Bill 3, 2021, the integration and implementation of the new plant into service, and closing-out of unused sewer treatment features of the plant such as the pond and the old package plant.

Within 60 Days of the Contract Date a Monitoring Visit will be completed. Compliance requirements enumerated within Sections 6 & 8 of this Subrecipient Agreement and in Exhibits B & C will be reviewed and related documentation collected. Please see the Monitoring Checklist provided in **Exhibit F**.

Prior to distribution of initial payment (20% or \$160,000.00), the Subrecipient shall provide or complete the following:

- Adoption of procurement policies compliant with 2 CFR 200 [may reference and adopt client’s 2 CFR 200 policy, adopt on their own or provide copy of existing compliant policy]
- Procurement documents for all materials to be purchased
- Documentation on total estimated costs including contingency funds, inspections, and any sub-contracts likely to be utilized.
- Written procedure/plan for ensuring adherence to applicable state and local environmental standards
- Documentation on source(s) of other funding

For the remaining payment(s) request (of 20% or \$160,000.00); please submit the following:

- Exhibit D – Performance Report
- Exhibit E – Request for Reimbursement
- Copies of any inspections completed (as appropriate for each stage) with Photographs
- Copies of Receipts (in PDF and grouped as indicated in Exhibit E) totaling at least \$160,000.00 in eligible expenses

For each additional Report after all funds are disbursed and until construction is completed – submit the following on a quarterly basis:

- Exhibit D – Performance Report
- Exhibit E – Request for Reimbursement
- Copies of inspections completed (as appropriate for each stage) with Photographs

The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state, and local rules and regulations governing the Project, in a manner satisfactory to the County.

2. **Approved Budget**

The approved budget during the term of this Agreement is \$800,000 and can be allocated across each of the milestones as needed:

Description of Milestones	Total Budget
(E.G. Agreement Executed by both parties)	\$150,000.00
25% Completion	\$150,000.00
50% Completion	\$150,000.00

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75% Completion	\$150,000.00
100% Completion	\$150,000.00
TOTAL AMOUNT OF AWARD	\$750,000.00

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the County.

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EXHIBIT B

ARPA COMPLIANCE PROVISIONS

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.

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9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(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

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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 603 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 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(c) of the Act.

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 section 603(c) 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

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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.

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EXHIBIT C

The Subrecipient’s contracts should contain applicable provisions described in Appendix II to 2 C.F.R. Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

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follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by

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Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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	<p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$10,000,000.00	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p> <p>Threshold increased by ARPA for specific infrastructure projects as published in the Federal Register</p> <p>Texas Prevailing Wages apply to all public construction projects.</p>
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with</p>	<p>2 CFR 200 APPENDIX II (E)</p>

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	40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or	2 CFR 200 APPENDIX II (I) and 24 CFR

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	organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.	§570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The <u>Federal awarding agency</u> and the <u>non-Federal entity</u> should, whenever practicable, collect, transmit, and store <u>Federal award</u> -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The <u>Federal awarding agency</u> or <u>pass-through entity</u> must always provide or accept paper versions of <u>Federal award</u> -related information to and from the <u>non-Federal entity</u> upon request. If paper copies are submitted, the <u>Federal awarding agency</u> or <u>pass-through entity</u> must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;	2 CFR 200.321

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	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the</p>	<p>2 CFR 200.334</p>

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	<p>program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of ARPA funds. If no such funds are awarded, the contract shall terminate.</p>	Optional
	<p>Mandatory standards and policies relating to energy efficiency which</p>	42 U.S.C. 6201

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	are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	
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EXHIBIT D

**PERFORMANCE REPORT
FOR ARPA ACTIVITIES**

Agency Name:	BLUE WATER OAKS PROPERTY OWNERS ASSOCIATION, SEWER SUPPLY AND WATER SERVICE CORPORATION
Program Name:	NEW WASTEWATER TREATMENT PLANT
Phone Number:	
Email of Contact:	
Date Report Submitted:	
Prepared By (Name and Title):	
REPORTING PERIOD START DATE:	
REPORTING PERIOD END DATE:	

Executive Director's Signature: X _____

SECTION I – NARRATIVE FOR THIS REPORTING PERIOD

(Adjust as needed)

Use the table provided below to provide an update on the status of the project – keeping in mind the milestones listed below:

- Execution of contract by both parties (0% complete)
- Upon completion of Twenty Five Percent (25% complete)
- Upon completion of Fifty Percent (50% complete)
- Upon completion of Seventy-Five Percent (75% complete)
- Upon completion of One Hundred Percent (100% completion)

- a. Describe specific work tasks completed for this reporting period related to the checkpoints listed above
- b. Describe any staffing, subcontracting, or volunteer problems, financial issues, material delays, issues found during construction or other significant changes or delays that have occurred
- c. Provide any other promotional information about this project, i.e. newsletters, letters of support/appreciation from community, news articles, public notices, special events.

Progress on each milestone

	<i>Descriptive Narrative on the Status of each</i>
<i>Contract Execution</i>	<i>Contract Execution</i>
<i>Status of Construction (% complete)</i>	
<i>Issues or Delays Update</i>	
<i>Estimated Completion Date / Promotional Information:</i>	
<i>25% Complete</i>	<i>25% Complete</i>
<i>Status of Construction</i>	

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<i>Issues or Delays Update</i>	
<i>Estimated Completion Date / Promotional Information:</i>	
<i>50% Complete</i>	<i>50% Complete</i>
<i>Status of Construction</i>	
<i>Issues or Delays Update</i>	
<i>Estimated Completion Date / Promotional Information:</i>	
<i>75% Complete</i>	<i>75% Complete</i>
<i>Status of Construction</i>	
<i>Issues, Delays or Inspections Update</i>	
<i>Estimated Completion Date / Promotional Information:</i>	
<i>100% Complete</i>	<i>100% Complete</i>
<i>Status of Construction</i>	
<i>Issues or Delays Update</i>	
<i>Estimated Completion Date / Promotional Information:</i>	

SECTION II – PROGRAM INCOME REPORT (if applicable)

Program Income (PI) includes funds earned by Subrecipient from the use of ARPA funds. If amount is zero, please indicate that. All PI must be expended prior to requesting reimbursement from County (See Subrecipient Agreement, Section 6.2).

Date	Amount	Source	Utilized For	Remaining Balance
	\$			\$
TOTAL	\$			
TOTAL				\$

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SECTION III - Attachments (in PDF) to be included with each Performance Report

✓	Attachment
	Exhibit D
	(Adjust as needed) Copies of applicable inspections
	Photographs showing status
	Newsletters, brochures, news articles, etc. (optional)

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		\$
TOTAL ELIGIBLE EXPENDITURES		*\$

* Also place Total Amount in No. 3 in Summary below.

SECTION II – PROGRAM EXPENDITURE SUMMARY

Use the table provided below to request funds for the 5 homes being constructed.

* Reimbursement Request #1 should include original budget amount. Subsequent requests should indicate Remaining Balance from most recent Request for Reimbursement.

SUMMARY		
#	Description	Amount
1	Total Grant Amount Awarded by County:	\$ 750,000.00
2	Remaining Balance of Grant Award (from #4 of previous summary): *	\$
3	Total Eligible Expenditures spent from Grant (from Total in Section I above)	\$ 000,000.00
4	Remaining Balance of Grant (#2 - #3):	\$

SECTION III - Attachments to be included with each Request for Reimbursement

✓	Attachment
	Exhibit E
	(Adjust as needed) Copies of procurement packets for materials
	Receipts documenting materials expenditures

FINAL REIMBURSEMENT REQUEST MUST BE SUBMITTED TO COUNTY NO LATER THAN August 30, 2026.

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EXHIBIT F

Monitoring Checklist

Agency Name:	BLUE WATER OAKS PROPERTY OWNERS ASSOCIATION, SEWER SUPPLY AND WATER SERVICE CORPORATION
Program Name:	NEW WASTEWATER TREATMENT PLANT
Date of Monitoring Visit:	
Email of Contact:	
Prepared By (Name and Title):	

“ENTITY NAME” Mayors Signature: X _____

MONITORING CHECKLIST – please provide a PDF document addressing each item

Yes/No	Title	Description/Reference
	Financial Management Procedures, Cash Management & Audits	Section 6.3 of Agreement - <i>The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the County for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred.</i> Should also include information on whether Federal Single Audit applies or what audits are currently in place
	Project Plan – Policies & Procedures	Work Plan and Schedule to complete the Construction Project(s)
	Document Management Plan	Plan for Record Retention – with a preference for digitally stored data – password protection and limited building/file access. Plan for sending a copy of project documents to County at close-out
	Client Data & Personally Identifiable Information (PII)	Section 6.5.6 of Agreement - <i>The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.</i>
	Procurement Policy (any updates to previously provided procurement docs)	Section 6.8 of Agreement - <i>The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules.</i> <i>Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving federal funds via the Federal General Services Administration's System for Award Management (SAM) at https://www.sam.gov.</i> Section 8.6.3 of Agreement - <i>Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.</i>
	Labor Compliance & Monitoring Plan	XXXX