COMPTROLLER OF PUBLIC ACCOUNTS (CPA) *SECO Stimulus* *American Recovery and Reinvestment Act Grants*	Grant Award Notice To ***Collin County, Texas*** For *American Recovery and Reinvestment Act (ARRA)*	
1. SUBRECIPIENT NAME AND ADDRESS: ***Collin County, Texas*** ***2300 Bloomdale Road*** ***McKinney, Texas 75071***	**4. SUB-AWARD NUMBER: 3695MM** **5. PERFORMANCE/BUDGET PERIOD FOR GRANTS:** ***July 25, 2011 – June 30, 2012***	
2. FEDERAL GRANT TITLE: ***Energy Efficiency and Conservation Block Grant***	**6. DATE OF FEDERAL AWARD TO CPA:** ***September 14, 2009***	
3A. FEDERAL GRANT AWARD NUMBER: *DE-EE0000893*	**7. AMOUNT OF SUBAWARD:** ***$120,400.00***	
3B. FEDERAL GRANTING AGENCY: ***Department of Energy***	**8. SUBAWARD DATE** ***July 25, 2011***	**9. ACTION** ***Initial Award***
10. SPECIAL CONDITIONS See attached Statement of Work (SOW)		
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 111-5 the American Recovery and Reinvestment Act of 2009		
12. REPORTING REQUIREMENT: See Attachment K – ARRA Reporting Requirements at www.secostimulus.org/blockgrant		
13. METHOD OF PAYMENT Cost reimbursement.		
14. DEBARMENT / SUSPENSION CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.epls.gov		
15. NON-SUPPLANTING CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.		
16. APPROVING CPA OFFICIAL Martin A. Hubert, Deputy Comptroller Texas Comptroller of Public Accounts		**SIGNATURE & DATE**
I have read and understand the attached Terms and Conditions.		
17. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL **Keith Self,** **County Judge**		**SIGNATURE OF SUBRECIPIENT OFFICIAL & DATE:** Keith A. Self 7/26/11
18. AWARD BREAKDOWN ***CFDA 81.128***		

2010 TERMS AND CONDITIONS
American Recovery and Reinvestment Act (ARRA)

Parties to ARRA-recipient Agreement

This ARRA-recipient Agreement (ARRA-recipient Agreement or Agreement) is made and entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, hereinafter referred to as "CPA," and the funds recipient, hereinafter referred to as the ARRA-recipient. Furthermore, CPA and the ARRA-recipient are collectively hereinafter referred to as the "Parties." By this ARRA-recipient Agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this ARRA-recipient Agreement. The ARRA-recipient Agreement is only an offer until the ARRA-recipient returns the signed copy of the 2010 ARRA-recipient Agreement in accordance with the date provided in the transmittal letter and in the Agreement.

ARRA-recipient Purpose and Overview

A. Purpose and Overview. The American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, was created to provide grants funds to stimulate economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans. The Comptroller's Stimulus Program applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's Energy Efficiency and Conservation Block Grant (EECBG) Program which includes the following eligible activities: building energy audits and retrofits, installation of distributed energy technologies, installation of energy efficient traffic signals and street lighting, and installation of renewable energy technologies on government buildings.

The purpose of this Agreement is to provide block grants made available through the U.S. Department of Energy (DOE) pursuant to Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) (42 U.S.C. 17151 *et seq*) and ARRA to Texas municipalities and counties that are not eligible to receive a direct allocation under EISA and ARRA from DOE to participate in the EECBG program.

B. Standard of Performance. The ARRA-recipient shall perform all activities and projects outlined in the ARRA-recipient's Statement of Work (SOW) that is attached to the contract as Exhibit G. The ARRA-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this ARRA-recipient Agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B";
3. Certification Regarding Lobbying for ARRA-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C";
4. DOE Terms and Conditions, hereinafter referred to as "Exhibit D";
5. The ARRA-Recipient's Affidavit, hereinafter referred to as "Exhibit E"; and
6. The ARRA-Recipient's Contractor's Affidavit, hereinafter referred to as "Exhibit F".

C. Failure to Perform. In the event the ARRA-recipient fails to implement the project(s) outlined in its application to CPA or comply with any of this ARRA-recipient Agreement's provisions, in addition to the remedies specified in this ARRA-recipient Agreement, the ARRA-recipient is liable to CPA for an amount not to exceed the award amount of this ARRA-recipient Agreement and may be barred from applying for or receiving additional ARRA program funds or any other federal program funds administered by CPA until repayment to CPA is made and any other compliance or audit finding is satisfactorily resolved.

CPA Obligations

A. Measure of Liability. CPA shall be liable for actual and reasonable costs incurred by the ARRA-recipient during the ARRA-recipient Agreement period for performances rendered under this ARRA-recipient Agreement by the ARRA-recipient, subject to the limitations set forth in this Section. CPA shall not be liable to the ARRA-recipient for any costs incurred by the ARRA-recipient that are not allowable costs.

A. ARRA-recipient Agreement Funds Defined and Limit of Liability. The term "ARRA-recipient Agreement funds" as used in this ARRA-recipient Agreement means funds provided by CPA under the ARRA programs. The term "ARRA-recipient's funds" or leverage funds as used in this ARRA-recipient Agreement means funds provided by the ARRA-recipient.

Notwithstanding any other provision of this ARRA-recipient Agreement, the total of all payments and other obligations incurred by CPA under this ARRA-recipient Agreement shall not exceed the Total Award Amount listed on the cover page of the ARRA-recipient Agreement.

B. Excess Payments. The ARRA-recipient shall refund to CPA any sum of ARRA-recipient Agreement funds that CPA determines has resulted in overpayment to the ARRA-recipient as a result of a CPA determination that the funds have not been spent by the ARRA-recipient in accordance with this ARRA-recipient Agreement. No refund payment(s) may be made from federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The ARRA-recipient shall make such refund to CPA within thirty (30) days after CPA requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the ARRA-recipient fails to comply with any of this ARRA-recipient Agreement's terms, CPA may, upon written notification to the ARRA-recipient, suspend this ARRA-recipient Agreement in whole or in part, withhold payments to the ARRA-recipient and prohibit the ARRA-recipient from incurring additional obligations of ARRA-recipient Agreement funds.

Termination

A. CPA's Right to Terminate. CPA shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, at any time before the end of the Performance Period, whenever CPA determines that the ARRA-recipient has failed to comply with any of this ARRA-recipient Agreement's terms. CPA shall notify the ARRA-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

CPA may also terminate this ARRA-recipient Agreement upon termination of ARRA funding from the federal government. If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, cost or any other amounts of any kind whatsoever arising from or related to any such termination.

B. Parties' Right to Terminate. In addition to CPA's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this ARRA-recipient Agreement would not produce beneficial results commensurate with the further expenditure of ARRA-recipient Agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

Conflict of Interest

A. Financial Interest Prohibited. ARRA-recipient shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the ARRA-recipient or of a subcontractor of ARRA-recipient, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this ARRA-recipient Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the ARRA-recipient Agreement or a subcontract for the ARRA-recipient Agreement, during the persons tenure with ARRA-recipient or a subcontractor of ARRA-recipient and for at least one year thereafter. ARRA-recipient shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official of the ARRA-recipient and any subcontractors of ARRA-recipient as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. ARRA-recipient shall comply with Chapter 171, Texas Local Government Code.

B. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section in all subcontracts.

Monitoring

CPA reserves the right to perform periodic on-site monitoring of the ARRA-recipient's compliance with this ARRA-recipient Agreement's terms and conditions and of the adequacy and timeliness of the ARRA-recipient's performance pursuant to this ARRA-recipient Agreement and 10 C.F.R. 600.341. CPA will

monitor ARRA-recipients to assure compliance with applicable Federal requirements and that performance goals are being achieved for each program, function or activity. After each monitoring visit, CPA shall provide the ARRA-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the ARRA-recipient's performance under this ARRA-recipient Agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the ARRA-recipient. Failure by the ARRA-recipient to take action specified in the monitoring report may be cause for this ARRA-recipient Agreement's suspension or termination pursuant to the Sections on Suspension and/or Termination set forth on page 2 of this ARRA-recipient Agreement.

Audit

A. CPA may require, at ARRA-recipient's sole cost and expense, independent audits by a qualified certified public accounting firm of ARRA-recipient's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to ARRA-recipient.

A. CPA's Right to Audit. Notwithstanding Subsection A. of this Section, CPA reserves the right to conduct a financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. The ARRA-recipient agrees to permit CPA or its authorized representative, designee, or agent to audit the ARRA-recipient's records, to facilitate performance of the audit, and to obtain any documents, materials or information necessary to facilitate such audit.

B. ARRA-recipient's Liability for Disallowed Costs. The ARRA-recipient understands and agrees that it shall be liable to CPA for any costs disallowed pursuant to financial and compliance audit(s) of ARRA-recipient Agreement funds. The ARRA-recipient further understands and agrees that reimbursement to CPA of such disallowed costs shall be paid by the ARRA-recipient from funds that were not provided or otherwise made available to the ARRA-recipient pursuant to this ARRA-recipient Agreement or any other federal contract.

C. State Auditor's Office. The ARRA-recipient understands that acceptance of ARRA-recipient Agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The ARRA-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The ARRA-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the ARRA-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

A. ARRA-recipient agrees to make no request for reimbursement prior to return of this Agreement signed by the authorized ARRA-recipient representative. ARRA-recipient also agrees to make no request for reimbursement for goods or services procured by ARRA-recipient prior to the performance period start date of this Agreement or after the performance period end date of this Agreement; except that CPA may reimburse expenditures made prior to the return of this Agreement signed by the authorized ARRA-recipient representative if:

- The expense is directly related to the EECBG "approved" project
- The expense was not incurred prior to the signing of the Notification of Intent to participate in the EECBG program
- The expense meets all ARRA provisions, state and federal laws and regulations, and SECO Stimulus programs rules
- The expense is properly documented; and
- The Agreement is executed

B. Request for Reimbursement. The ARRA-recipient shall submit to CPA, as often as needed, a properly completed VISS Form fully supported by receipts and such other documentation. CPA retains the authority to approve or deny the amount requested and shall not make disbursement of any such payment until CPA has reviewed and approved such a request.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this ARRA-recipient Agreement are contingent upon the ARRA-recipient's performance of its contractual obligations.

Reporting Requirements

ARRA recipients shall comply with all Reporting Requirements of CPA for ARRA EECBG grant agreements as published on CPA's website: http://www.secostimulus.org/blockgrant. This compliance includes the reporting requirements as originally published and as modified throughout the Performance Period included on the Cover Page of this Agreement, and otherwise as required for ARRA recipient's compliance with this Agreement.

Closing the Grant

A. The ARRA-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the ARRA-recipient Agreement.

A. CPA will close an award after receiving ARRA-recipient's final expenditure report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the ARRA-recipient is owed additional funds, CPA will send the final payment automatically to the ARRA-recipient.

Restrictions, Disclaimers and Notice

A. Notwithstanding any other Agreement provisions, the parties hereto understand and agree that CPA's obligations under this Agreement are contingent upon the receipt of adequate funds to meet CPA's liabilities hereunder. CPA shall not be liable to the ARRA-recipient for costs under this Agreement which exceed the amount specified in the Notice of ARRA-recipient Award.

A. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day. Notice shall be sent to:

For CPA

Assigned Grants Contract Manager

For ARRA-recipient:

Keith Self
County Judge

Retention and Accessibility of Records

A. Retention of Records. The ARRA-recipient shall maintain fiscal records and supporting documentation for all expenditures of ARRA-recipient Agreement funds. The ARRA-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of CPA's Agreement with DOE including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

A. Access to Records. The ARRA-recipient shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the ARRA-recipient pertaining to this ARRA-recipient Agreement including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the ARRA-recipient. The ARRA-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

B. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section, Retention and Accessibility of Records, in all subcontracts.

Subcontracts

A. ARRA-recipient Liability. In no event shall any provision of this Section be construed as relieving the ARRA-recipient of the responsibility for ensuring that the performances rendered under all subcontracts

comply with all of this ARRA-recipient Agreement's terms as if such performances rendered were rendered by the ARRA-recipient. CPA's approval under this Section does not constitute adoption, ratification or acceptance of the ARRA-recipient's or a subcontractor's performance. ARRA-recipient shall require all subcontractors to comply with the same reporting requirements as ARRA-recipient outlined in the Section of this Agreement entitled "Other Requirements", paragraph B. ARRA-recipient will also be responsible to ensure that all Vendors comply with the same reporting requirements.

A. Applicable Law. The ARRA-recipient shall comply with 10 C.F.R. Part 600 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this ARRA-recipient Agreement.

Legal Authority

A. Signatory Authority. The ARRA-recipient assures and guarantees that the ARRA-recipient possesses the legal authority to enter into this ARRA-recipient Agreement, to receive ARRA-recipient Agreement funds and to perform the services the ARRA-recipient has obligated itself to perform pursuant to this ARRA-recipient Agreement.

A. Authorized Representative. The person or persons signing and executing this ARRA-recipient Agreement on the ARRA-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the ARRA-recipient to execute this ARRA-recipient Agreement on the ARRA-recipient's behalf and to validly and legally bind the ARRA-recipient to all contractual terms, performances and provisions. If requested, ARRA-recipient will provide CPA with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

Notice of Litigation and Claims

The ARRA-recipient shall give CPA immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the ARRA-recipient arising out of the performance of any subcontract under this ARRA-recipient Agreement; and

2. any claim against the ARRA-recipient, the cost and expense of which the ARRA-recipient may be entitled to be reimbursed by ARRA grant programs.

Except as otherwise directed by CPA, the ARRA-recipient shall furnish immediately to CPA copies of all documentation received by the ARRA-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the ARRA-recipient agrees to hold CPA harmless and to indemnify CPA from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the ARRA-recipient or its subcontractors, if any, pursuant to this ARRA-recipient Agreement.

Changes and Amendments

A. Written Amendment. Except as specifically provided otherwise in this ARRA-recipient Agreement, any alterations, additions or deletions to this ARRA-recipient Agreement's terms shall be made through written amendments generated by CPA and executed by the Parties.

A. Authority to Amend. This ARRA-recipient's deliverables shall be rendered in accordance with ARRA, Exhibit A, the assurances and certifications made to CPA by the ARRA-recipient and the assurances and certifications made to CPA by the State of Texas with regard to the operation of the ARRA grant programs. Policies and reporting requirements may further be amended by CPA, during the period of this ARRA-recipient Agreement's performance as the federal government issues policy directives that serve to establish, interpret or clarify this ARRA-recipient Agreement's performance requirements. Such policy directives shall be promulgated by CPA in the form of Information Bulletins and shall have the effect of qualifying this ARRA-recipient Agreement's terms and shall be binding upon the ARRA-recipient as if written in the ARRA-recipient Agreement.

B. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this ARRA-recipient Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this ARRA-recipient Agreement without written amendment to this ARRA-recipient Agreement and shall become effective on the date designated by such law or regulation. The

Recovery Accountability and Transparency Board periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Information regarding releases and information regarding ARRA funds can be accessed at http://www.recovery.gov/ and are incorporated by reference into this ARRA-recipient Agreement as if set forth herein.

C. The ARRA-recipient shall notify CPA within ten (10) working days of the occurrence of any change in the ARRA-recipient's key personnel assigned to the grant project, significant changes affecting the ARRA-recipient's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any criminal or civil allegations or actions by or against the ARRA-recipient.

Headings

Headings and captions of this ARRA-recipient Agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this ARRA-recipient Agreement's terms or be used to interpret or assist in the construction of this ARRA-recipient Agreement.

Program ARRA-recipients

Except as specifically authorized by CPA in writing, the ARRA-recipients, in selecting their Sub-grantees ("Program Subrecipients") hereunder, shall utilize procurement procedures referenced in ARRA Provisions located at www.secostimulus.org/blockgrant (as applicable). The ARRA-recipient, in sub-granting any of the performances hereunder, expressly understands that in entering into such sub-grants, CPA is in no way liable to the Program Subrecipients.

The ARRA-recipient shall ensure that the performances rendered under all sub-grants by their Program Subrecipients are rendered so as to comply with all the terms and provisions of this ARRA-recipient Agreement as if the performances rendered were rendered by the ARRA-recipient. Should the ARRA-recipient enter into a subsequent sub-grant, the ARRA-recipient shall:

1. Remain liable for the performance of the terms, conditions, and exhibits of this ARRA-recipient Agreement.

2. Provide to CPA, within thirty (30) days of contract execution, all Program Subrecipient's names, addresses, telephone numbers, contact persons, contract amounts, and program description of each sub-grant to this ARRA-recipient Agreement.

3. Require that Program Subrecipients make all documents, papers, and records relevant to the work performed available to CPA and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction.

4. Require each of its Program Subrecipients to be subject to the examination and audit of its duly authorized agents and shall mandate that all Program Subrecipients retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records for a period of five (5) years after:

a. The submission of the Program Subrecipient's final expenditure report for the program; and

5. The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Subrecipient's final expenditure report for the program. Notify CPA in writing within thirty (30) days if any Program Subrecipient under this award is suspended or terminated. Additionally, in such notice, the ARRA-recipients shall identify how the suspension or termination will impact the Subrecipient's budget and scope of work.

6. Provide written notice to each Program Subrecipient within seven (7) days from the date the ARRA-recipient Agreement is terminated or the date CPA suspends this ARRA-recipient Agreement.

7. Request of each program Subrecipient, the certifications required in Exhibit B: Assurances and Certifications.

Buy Texas

ARRA-recipient should make every effort to buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Technical Assistance

CPA will provide technical assistance to the ARRA-recipient with correcting the deficiencies noted during monitoring, evaluations and the reimbursement process. CPA may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

Fraud

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor, has reasonable cause to believe that ARRA funds received by the ARRA-recipient or by a client or contractor of the ARRA-recipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the ARRA-recipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the ARRA-recipient.

A form to report fraud, waste or abuse is available on the Fraud Reporting Page: http://sao.fraud.state.tx.us/ . Reports of fraud, waste or abuse may also be mailed to: State Auditor's Office, Attn: SIU, P. O. Box 12067, Austin, TX 78711-2067. Persons who report fraud may choose to remain anonymous.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this ARRA-recipient Agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this ARRA-recipient Agreement.

A. Exhibits. The exhibits enumerated and denominated in the Agreement are hereby made a part of this ARRA-recipient Agreement and constitute promised performances by the ARRA-recipient in accordance with the ARRA-recipient Agreement and the Exhibits.

B. Deputy Comptroller's Signature. This ARRA-recipient Agreement is not effective unless signed by the Deputy Comptroller of CPA.

Compliance with Law/Order of Precedence

Any inconsistency in the ARRA-recipient Agreement shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Code of Federal Regulations, (c) State of Texas Statutes, (d) State of Texas Administrative Code, (e) Notice of Funding Opportunity, (f) the approved ARRA SOW including all assurances, certifications, exhibits, and pre-award negotiations and (g) CPA ARRA Guidelines. In the event of a conflict between such laws and regulations and the terms and conditions of this ARRA-recipient Agreement, precedence shall be given to the laws and regulations.

Waiver

Any right or remedy provided for in this ARRA-recipient Agreement provision shall not preclude the exercise of any other right or remedy under this ARRA-recipient Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this ARRA-recipient Agreement, venue shall lie only in Travis County, Texas.

Disputes

The parties shall use the dispute resolution process provided for in Chapter 2260, Texas Government Code, to resolve any disputes under this ARRA-recipient Agreement.

Solid Waste Disposal Act
Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials ARRA-recipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. ARRA-recipient shall obtain any required permit and retain all compliance documentation related to the project.

Assignment
ARRA-recipient shall not transfer or assign any rights or duties under or any interest in this Agreement. ARRA-recipient shall not delegate its responsibilities or duties under the terms of this Agreement.

EXHIBIT A
APPLICABLE LAWS AND REGULATIONS

The ARRA-recipient shall comply with the American Recovery and Reinvestment Act and regulations specified in 10 C.F.R. Part 600, Financial Assistance Rules; OMB Circular A-87, A-102, A-133; and Ex. Order 12372 (intergovernmental review of federal programs). ARRA-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this ARRA-recipient Agreement's activities and performances rendered by the ARRA-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in the Texas Uniform Grants Management Standards (UGMS) and Paragraph A through P of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.);
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29 ;

The ARRA-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code.
http://www.statutes.legis.state.tx.us/Docs/GV/pdf/GV.469.pdf

B. ENVIRONMENTAL LAW AND AUTHORITIES - The ARRA-recipient shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A ;

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A ;

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+514+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552);
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the ARRA-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601);
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4598+1++%28%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%284601%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)
http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf

H. AUDITS/MONITORING - The ARRA-recipient shall arrange for the performance of an annual financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. ARRA-recipients will also be monitored for compliance with this ARRA-recipient Agreement's terms.

I. GRANT ADMINISTRATION - The ARRA-recipient will also comply with Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141

J. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5

J. PUBLICATIONS –

ARRA-recipient acknowledges that the United States Department of Energy reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a ARRA-recipient or Subrecipient purchases ownership with Federal support. The ARRA-recipient agrees to consult with the U.S. Department of Energy regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

ARRA-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the United States Department of Energy through the CPA using, at least in part, ARRA funds. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Energy or the CPA."

L. DRUG-FREE WORKPLACE -- 10 C.F.R. Part 607
ARRA-recipients shall comply with the Drug-Free workplace Act of 1988 as applicable, located at http://law.justia.com/us/cfr/title10/10-4.0.1.3.15.html

M. BUY AMERICAN ACT – 41. U.S.C. 10a-10d
ARRA-recipient shall comply with the Buy American Act as applicable located at:
http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

N. WHISTLEBLOWER PROTECTION ACT OF 1989 – 5 U.S.C. Section 2302
ARRA-recipients shall comply with the Whistleblower Protection Act of 1989 located at:
http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+179+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20%20%20

O. STATE CONSTRUCTION GUIDELINES - If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.
All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code, http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=19&pt=1 regardless of project cost or scope.
For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007. 2166.003 and 2166.004, http://www.statutes.legis.state.tx.us/?link=GV

EXHIBIT B
ASSURANCES AND CERTIFICATIONS

I, Keith Self as the authorized official of Collin County, Texas, hereinafter referred to as the "ARRA-recipient," certify the following with respect to the expenditure of ARRA-recipient Agreement funds.

A. The program shall be conducted and administered in conformity: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

A. ARRA-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.

C. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification) The ARRA-recipient certifies that it and its principals, contractors and vendors;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; ARRA-recipients can access debarment information by going to www.epls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification).

C. Drug-Free Workplace (ARRA-recipients other than Individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 10 CFR Part 607. The regulations require certification by ARRA-recipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CPA determines to award the ARRA-recipient Agreement. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment .

As the duly authorized representative of the ARRA-recipient, I certify, to the best of my knowledge and belief that the ARRA-recipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ARRA-recipient's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;

2. Establish an ongoing drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace, (b) the ARRA-recipient's policy of maintaining a drug-free workplace.
(c) any available drug counseling, rehabilitation, and employee assistance programs, and
(d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

(a) abide by the terms of the statement, and
(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

5. Notifying CPA within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted;

(a) taking appropriate personnel action against such an employee, up to and including termination, or
(b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

D. It will comply with the provisions of the Hatch Act, as amended (5 U.S.C. § 1501 et seq.) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.

E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.

F. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

G. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

H. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

I. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).

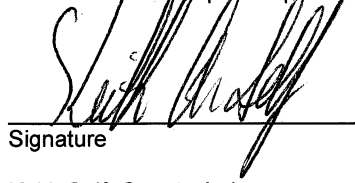
J. Will comply with P.L. 93-348 and 45 C.F.R., Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

K. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

L. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

M. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

N. The ARRA-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ARRA-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.



Signature

7/26/11

Date

Keith Self, County Judge
Printed Name, Title,

Collin County, Texas
City/County

EXHIBIT C
CERTIFICATION REGARDING LOBBYING FOR
ARRA-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned, Keith Self, as the authorized official of Collin County, Texas, certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal ARRA-recipient Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal ARRA-recipient Agreement, grant, loan or cooperative agreement.

A. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal ARRA-recipient Agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Program ARRA-recipient Agreements under grants, loans, and cooperative agreements and that all ARRA-recipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature _____ Date 7/26/11

Keith Self, County Judge
Printed Name, Title,

Collin County, Texas
City/County

Exhibit D
2010 ARRA Terms and Conditions
Department of Energy

The following Department of Energy (DOE) Special Terms and Conditions, Award Number DE-EE0000893/000, and other applicable DOE terms and conditions are hereby incorporated into this Agreement.

A. Site Visits. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

B. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)

A. Flow Down Requirement. Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and

(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

E. Publication. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data
The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude

posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:
Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act. Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of ARRA Reporting. Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds. Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

K. Certifications. With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate

use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (*http://www.ccr.gov*) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (*http://www.dnb.com*) is one of the requirements for registration in the Central Contractor Registration.

DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

Employment Practices. Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance. Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records. Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of Subrecipient.

Subrecipient Certification. Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to Subrecipient upon written request to DOE.)

Exhibit E
ARRA Subrecipient Affidavit

This Affidavit must be signed and sworn (notarized).

I, Keith Self, an authorized representative of: Collin County, Texas, a [governmental entity] that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from CPA, a Texas state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Collin County, Texas
Subrecipient Name

Affiant Signature
Keith Self
Full Name
County Judge
Title
7/26/11
Date

Sworn and subscribed before me by the said
Keith Self
(Printed Name of Recipient's Authorized Representative)

this 26th day of July, 2011.

GEORGIA S. SHEPHERD
Notary Public
STATE OF TEXAS
My Comm. Exp. 10/25/2012

Notary Public, State of Texas

Notary's printed name: Georgia S. Shepherd My commission expires: 10/25/2012 (Seal)

Georgia D. Shepherd

Exhibit F
ARRA Subrecipient's Contractor's Affidavit

This Affidavit must be signed and sworn (notarized).

I, _____, an authorized representative of: _____, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a Texas state agency. I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

_____
Subrecipient Subcontractor Name

_____
Affiant Signature

_____
Full Name

_____
Title

_____
Date
Sworn and subscribed before me by the said
_____
(Printed Name of Recipient's Authorized Representative)
this ___ day of _____, 20___.
Notary Public, State of Texas
Notary's printed name: _____My commission expires: _____(Seal)

ATTACHMENT G
Statement of Work and Budget

County of Collin – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits

This project involves retrofitting existing metal halide wall pack lights with induction lights and retrofitting existing high pressure sodium pole mounted lights with induction lights.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Subcontractor	$0.00
Project equipment	**$120,400.00**
Other Direct Operating Expense	$0.00
Total Budget	**$120,400.00**
Funds Leveraged	$0.00

Total payments to ARRA-recipient under this Agreement shall not exceed **$120,400.00** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Adult Detention Facility (4300 Community Avenue, McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Courthouse (2100 Bloomdale Road, McKinney, TX 75071). ** ***TX Historical Commission Approval Required***	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Jack Hatchell Administration Building (2300 Bloomdale Road, McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Public Works Service Center 700-A Wilmeth Road, McKinney, TX 75069).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin county Medical Examiner's Facility (700-B Wilmeth Road, McKinney, TX 75069).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Central Plant (4600 Community Avenue, McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Minimum Security (4800 Community Ave., McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Animal Shelter (4750 Community Ave., McKinney, TX, 75071).	July 2011 – December 2011
Retrofit existing High Pressure Sodium pole mounted lights with new induction lights at the Collin County Juvenile Detention (4700 Community Ave., McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Adult Detention Facility (4300 Community Avenue, McKinney, TX, 75071).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Central Plant (4600 Community Avenue, McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Adult Detention Facility (4300 Community Ave., McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Courthouse (2100 Bloomdale Road, McKinney, TX 75071). ** ***TX Historical Commission Approval Required***	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Jack Hatchell Administration Building (2300 Bloomdale Road, McKinney, TX 75071).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Public Works Service Center (700-A Wilmeth Road, McKinney, TX 75069).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Medical Examiner's Facility (700-B Wilmeth Road, McKinney, TX 75069).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Minimum	July 2011 –

Security (4800 Community Ave., McKinney, TX 75069).	December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Juvenile Detention (4700 Community Ave., McKinney, TX 75069).	July 2011 – December 2011
Retrofit existing Metal Halide wall pack lights with LED lights at the Collin County Animal Shelter (4750 Community Ave., McKinney, TX 75069).	July 2011 – December 2011

Please note buildings over 44 years of age will require review and release by the TX Historical Commission prior to engaging in an activity.