

INTERLOCAL AGREEMENT

Human Trafficking Rescue Alliance Task Force

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, hereinafter referred to as the “**Agreement**”, is entered into by and between the City of Houston, a Texas Home Rule City of the State of Texas, principally situated in Harris County, Texas, acting by and through its governing body, the City Council, hereinafter referred to as the “**City**”, and Fort Bend County Texas, a body corporate and politic, acting by and through its governing body, the Commissioners Court, hereinafter referred to as “**Fort Bend County**”, and acting for the Fort Bend County District Attorney’s Office hereinafter referred to as the “**Fort Bend County District Attorney**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

1. The **City**, through the Houston Police Department, hereinafter referred to as the “**HPD**”, has applied for a grant with the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance, hereinafter referred to as the “**OJP**”, for funding in the amount of **\$751,565.00** and entitled, “**ENHANCED COLLABORATIVE MODEL TO COMBAT HUMAN TRAFFICKING: ENHANCEMENT OF ESTABLISHED HUMAN TRAFFICKING TASK FORCES**”, hereinafter referred to as the (“**HUMAN TRAFFICKING GRANT**”).

2. The **City**, has agreed to contribute a total of **\$20,000** in reimbursement funds for a portion of the salary for one Investigator, in addition to up to \$9,600 in overtime and reimbursement of **\$7,200** for a Lease Car (\$600 per month x 12 months) for a total amount of thirty six thousand eight hundred dollars and no/100 (\$36,800.00) hereinafter “**Funds**” as provided in **Exhibit “A” Fort Bend County** has agreed to

contribute the remainder of the salary and benefits for the Investigator in accordance with Fort Bend County salary and benefits requirements

3. The target geographic area of such **HUMAN TRAFFICKING GRANT** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.
4. **City** reached out to **Fort Bend County** to participate in the **HUMAN TRAFFICKING GRANT** and **Fort Bend County** commenced work on December 1, 2016 with the understanding that if the **City** is not awarded the **HUMAN TRAFFICKING GRANT**, no reimbursements will occur. Services rendered prior to the award (Pre-Award costs) may be paid as Pre-Contract Services as set out in Section 3.01 of this Agreement and as authorized, pursuant to **Section 33. Pre-award costs** of the *Uniform Grant Management Standards* promulgated by the Office of the Texas Comptroller of Public Accounts which provides that if the costs were “directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.”
5. The Funds, in part, will be expended to pay the salary and overtime costs for a **Fort Bend County District Attorney** Investigator, hereinafter referred to as “**Investigator**” to work with the City and other law enforcement officials to provide a link to the current cases of human trafficking and to assist in investigations connected with the **Human Trafficking Grant** program.
6. The **City** and **Fort Bend County** believe it is in their best interests to enter into this **Agreement**, to carry out the **Human Trafficking Grant** program.
7. The **City** and **Fort Bend County** agree to abide by all pertinent federal, state and local laws and regulations;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to provide funding assistance for a designated Human Trafficking Investigator for the Fort Bend County District Attorney’s Office to work with the **City** and other law enforcement agencies and officials to assist in the identification of human trafficking victims, investigation and prosecution of human trafficking cases at the local, state, and federal levels, as well as serve as a liaison between Fort Bend County and other local, state, and federal investigators and law enforcement agencies that become involved in ongoing investigations as a result of the **Human Trafficking Grant** program enforcement efforts.

ARTICLE II
TERM

2.01 The term of this **Agreement** is to commence on Countersignature Date and terminate on the **Grant** expiration date, September 30, 2019. Should the City receive an extension of the term of the Grant from the Department of Justice, Office of Justice Programs, hereinafter referred to as the “**OJP**” the City may through mutual written letter agreement, extend the terms of this Agreement. In the event “**OJP**” Grant funding is available for the purpose of this **Agreement** after the expiration date, the **HPD** Police Chief (“Chief”) is authorized to extend this **Agreement** upon receiving mutual written letter agreement with Fort **Bend County** for successive one year terms for a period up to four additional years. The **City** and **Fort Bend County** acknowledge that the **City** must apply each year for a continuation of this **Grant** and that the **Grant** can be discontinued at any time by the **OJP**. Should the **Grant** be terminated or not renewed by the **OJP** for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **OJP**. City shall provide notice of the termination in accordance with Section XIII of this Agreement.

2.02 The terms of this Agreement are contingent on the availability of funds by both the City and the County. Should funding become unavailable, this Agreement shall be terminated.

2.03 Either party may terminate this Agreement by giving 30 days prior written notice of termination to the other party in accordance with Section XIII.

ARTICLE III
CONSIDERATION

3.01 Pre-Contract Services

Fort Bend County represents that

(1) from October 1, 2016 to Countersignature Date, it performed services described in Exhibit “B” similar to those set out in this Agreement (“Prior Services”) at the **City’s** request and in reliance on the **City’s** representations that a contract would be executed to pay for the services, and

(2) that the services were not covered under any contract in existence during that time and

(3) that the fair market value of these services is \$2,800.00 per month.

(4) As an inducement to entering into this Agreement, the **City** and **Fort Bend County** desire to compromise and settle all claims **Fort Bend County** may have arising out of the **City’s** alleged failure to pay **Fort Bend County** for the Prior Services (the “Claims”). Therefore, the **City** shall pay and **Fort Bend County** shall accept payment for all Prior Services in an amount not to exceed \$2,800.00 times the number of months, including the portion of any month that **Fort Bend County** performed Prior Services without payment from **City**, which sum is included in the amount of this Agreement, and **Fort Bend County** agrees to accept such payment to settle the Claims against the **City**. Payment of Prior Services hereunder by the **City** is an inducement and requirement for **Fort Bend County’s** agreement to provide services under this Agreement. **Fort Bend County** hereby releases and discharges the **City** from all claims of any nature **Fort Bend County** might make, now or in the future, arising out of the **City's** alleged failure to pay **Fort County** for the Prior Services.

3.02 **Fort Bend County** will be paid on the basis of itemized monthly invoices submitted by **Fort Bend County** and approved by the City showing the actual services performed and

the attendant fee. The **City** shall make payment to **Fort Bend County** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by **Fort Bend County** are disputed by the **City** for any reason, including lack of supporting documentation, the **City** shall be allowed to withhold payment for the disputed item only and proceed with making payment for the remaining amount of the invoice. The **City** shall promptly notify **Fort Bend County** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the **City** will pay **Fort Bend County** for the remainder of the disputed payment.

- 3.03** The **City** and **Fort Bend County** acknowledge that for each successive yearly term of this **Agreement** the amounts provided in **Exhibit “A”** may change as the **City’s** application for renewal of **Grant** funding in future years is reviewed by the **OJP**. It is further understood and agreed that any application for additional **Grant** funds over and above those amounts shown in **Exhibit “A”**, shall first be approved by the **City** and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES, of the **OJP**. In the event this Agreement is extended the HPD Chief is authorized to approve changes to Exhibit “A” provided the changes do not exceed the Grant funds. Any changes to Exhibit “A” must be approved in writing by the Fort Bend County Commissioners Court.
- 3.04** The **City’s** obligation for payment under this **Agreement**, if any, is limited to funds received from the **HUMAN TRAFFICKING GRANT**; unless adequate funds are received, the **City** shall have no obligation to pay **Fort Bend County**.

ARTICLE IV **SCOPE OF SERVICES**

- 4.01** **Fort Bend County** authorizes and the **Fort Bend County District Attorney** agrees to provide an **Investigator** to perform those services provided in **Exhibit “B”**, attached hereto and incorporated herein for all intents and purposes.
- 4.02** **Fort Bend County** warrants that:
- (a) Services performed by the **Investigator** assigned by the **Fort Bend County District Attorney** to the **Human Trafficking Grant** program and any property acquired for the **Investigator’s** use under this or any prior agreement between the

City and **Fort Bend County** pertaining to the **Grant**, hereinafter referred to as the “**Property**” are directly and exclusively devoted to the **Grant** program and that the amounts paid for personnel expenses shall not be in excess of **Fort Bend County’s** actual cost of same.

- (b) The **Investigator** shall not receive dual compensation from **Fort Bend County** and the **City** for the same services performed under the terms of this **Agreement**.
- (c) Fort Bend County will cooperate with the **OJP**, its agents, representatives, and employees, and any other State of Texas agency in regards to any audit, investigation or inquiry concerning the **Human Trafficking Grant**.
- (d) The **Investigator** assigned to work with **HPD** and other law enforcement officers shall at all times, remain a **Fort Bend County** employee. Such **Investigator** shall be subject to all applicable **Fort Bend County** and **Fort Bend County District Attorney** rules, regulations and procedures. Such **Investigator** shall be subject to **Fort Bend County** and **Fort Bend County District Attorney** orders and training.
- (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Investigator** is permitted to fail to, fully and promptly comply with all **Fort Bend County** and **Fort Bend County District Attorney** rules, regulations, procedures and other operating policies.

4.03 Fort Bend County and the **Fort Bend County District Attorney** agree to comply with the **OJP’s** rules, regulations, policies, guidelines and requirements and **OJP’s** Grants Management System (GMS), provided in “**Exhibit C**”, as they relate to the **Agreement** and use of Federal Funds.

ARTICLE V **OWNERSHIP OF PROPERTY**

5.01 Upon termination of this **Agreement**, ownership of Property or other non-expendable items, if any, purchased exclusively with **OJP** money will revert to the City of Houston Police Department, subject to the approval of the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance.

ARTICLE VI
INFORMATION/DATA

6.01 Both **City and Fort Bend County** acknowledge that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to City or County. Any and all information of any form obtained by either Party or its employees or agents in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by either Party shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the other Party) publicly known or is contained in a publicly available document; (b) is rightfully in other Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement. Without limitation of the foregoing, either Party shall advise the Other immediately in the event either Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.

6.02 **Both Parties**, except as otherwise required by law, shall make no announcement or release of information concerning this **Agreement** until such release has been submitted to and approved in writing by the **City** and the **OJP**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing or related to the **Grant** program, such material shall clearly state that funding was provided by the City of Houston Police Department through a **Grant** from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance. Any such publicity shall be in a form approved by the **OJP**, the **City** and in accordance with State law.

6.03 The **City** shall have the right to perform, or cause to be performed, (1) audits of the books and records of **Fort Bend County** pertaining to **Fort Bend County's** performance under this **Agreement**, and (2) reasonable inspections of all places where work is undertaken in

connection with this **Agreement**. **Fort Bend County** shall be required to keep such books and records available for such purpose in accordance with Texas state law regarding the records management and records retention and U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance requirements provided that the retention period shall not be less than four years.

6.04 Fort Bend County agrees to make all data, reports, records, books, paper, documents and all other information in any form, electronically produced or otherwise, that are prepared, collected or assembled for and during performance of this **Agreement**, concerning, derived from or as a result of the **Grant**, available to the **City** and the **City Controller**, through any authorized representative, within a reasonable time upon request in accordance with the terms of this Agreement and all local, state and federal requirements.

ARTICLE VII **INSURANCE AND LIABILITY**

7.01 The **City** and **Fort Bend County** are both governed by the Texas Tort Claims Act, §101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. (Vernon 2011 & Supp. 2016) which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the **City** and **Fort Bend County**. Each party to this **Agreement** warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

7.02 Each party to this **Agreement** agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred to the extent permitted by Texas law. Each party is solely responsible for the actions and/or omissions of its employees and officers, to the extent permitted by Texas Law.

ARTICLE VIII
COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

8.01 To the extent required by law, **Fort Bend County** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to **Fort Bend County's** performance of this **Agreement**, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE IX
AMENDMENTS

9.01 This **Agreement** may be amended only by written instrument executed on behalf of the **City and Fort Bend County** (by authority of ordinances or orders adopted by the respective governing bodies).

ARTICLE X
LEGAL CONSTRUCTIONS

10.01 In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XI
ENTIRE AGREEMENT

11.01 This **Agreement** supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement**, which is not contained herein, shall be valid or binding.

ARTICLE XII
LIABILITY

12.01 Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

ARTICLE XIII.

NOTICES

13.01 Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County District Attorney’s Office
Attn: Bruce Campbell
Chief Investigator
1422 Eugene Heimann Circle
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

City : Houston Police Department
Human Trafficking Division
Attention: Lieutenant in Charge
7277 Regency Square Blvd.
Houston, Texas 77036

13.03 A Notice is effective only if the party giving or making the Notice has complied with subsections 13.01 and 13.02 and if the addressee has received the Notice. A Notice is deemed received as follows:

- 13.03.01 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 13.03.02 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE DATE COUNTERSIGNED.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Anna Russell, City Secretary

Sylvester Turner, Mayor

APPROVED:

COUNTERSIGNED BY:

Art Acevedo, Houston Police Chief

Chris Brown, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. 0621600272001

FORT BEND COUNTY

ATTEST/SEAL:

APPROVED:

Laura Richard, County Clerk

Robert E. Hebert, County Judge

APPROVED AS TO FORM:

APPROVED:

Huma N. Ahmed
Assistant County Attorney
Fort Bend County Attorney's Office

John F. Healey, Jr.
Fort Bend County District Attorney

EXHIBIT "A"
GRANT FUNDS

FORT BEND COUNTY DISTRICT ATTORNEY

Investigator

SALARY

\$769.23 x 26

\$20,000.00

*** Overtime (up to but not to exceed)**

\$ 9,600.00

Lease Car @ \$600 per month x 12 months

\$ 7,200.00

***Estimated cost for per diem expenses incurred away from duty station to Investigator assigned to grant position, to be paid in accordance with the Fort Bend County policy and procedure.**

**Total HPD/Grant Contractual Expenses per year
(salary contribution + overtime + lease vehicle)**

\$36,800.00

**EXHIBIT “B”
SCOPE OF SERVICES**

FORT BEND COUNTY DISTRICT ATTORNEY INVESTIGATOR (1)

This FORT BEND COUNTY DISTRICT ATTORNEY Investigator will work with the recipients and Grantors of the Human Trafficking Grant serving as a liaison between the City, FORT BEND COUNTY, and other local, state and federal law enforcement agencies. This Investigator will actively participate in investigations conducted by members of this grant that overlap local law enforcement’s jurisdictional lines in the State of Texas in accordance with local, state and federal laws. This Investigator will assist local law enforcement officers in investigating all forms of human trafficking.

EXHIBIT "C"

ASSURANCES

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances.
If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application,
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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. (42.1). 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) §§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 at seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. 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 project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the • Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 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. §§327333), regarding labor standards for federally-assisted construction sub-agreements.
10. 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 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.
11. 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

project 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),

12. 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.

13. 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 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. 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.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

HUMAN TRAFFICKING RESCUE ALLIANCE TASK FORCE

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Enhanced Collaborative Model to Combat Human Trafficking: Enhancement of Established Human Trafficking Task Forces program, that all the information presented is correct, and that Fort Bend County will comply with the rules of the Human Trafficking Rescue Alliance and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

FORT BEND COUNTY AUTHORIZED OFFICIAL

Date

HUMAN TRAFFICKING RESCUE ALLIANCE TASK FORCE

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Enhanced Collaborative Model to Combat Human Trafficking: Enhancement of Established Human Trafficking Task Forces program, that all the information presented is correct, and that the City of Houston will comply with the rules of the Human Trafficking Rescue Alliance and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

Sylvester Turner, Mayor
City of Houston

Date