

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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**Intergovernmental Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID:  
12532**

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## GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Subrecipient, having its principal place of business at 301 Jackson, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

### **ARTICLE 4: WHOLE AGREEMENT**

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5: SCOPE OF WORK**

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

### **ARTICLE 6: PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins Jan 01 2024 and ends Aug 31 2025. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

#### **ARTICLE 7: PAYMENT OR FUNDING**

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

#### **ARTICLE 9: NON-FUNDING CLAUSE**

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

#### **ARTICLE 10: INSURANCE**

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

#### **ARTICLE 11: SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

#### **ARTICLE 12: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

#### **ARTICLE 13: EXAMINATION OF RECORDS**

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or

designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 14: RETENTION OF RECORDS**

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

#### **ARTICLE 15: CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

#### **ARTICLE 16: TERMINATION PROCEDURES**

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

**ARTICLE 17: SEVERABILITY**

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

**ARTICLE 18: CONTRACT CLOSEOUT PROCEDURE**

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements, process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

**ARTICLE 19: FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 20: COPYRIGHTS**

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

**ARTICLE 21: OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

**ARTICLE 22: POLITICAL ACTIVITY - LOBBYING**

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

**ARTICLE 23: SECTARIAN INVOLVEMENT PROHIBITED**

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

**ARTICLE 24: CONFLICT OF INTEREST**

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

**ARTICLE 25: FEDERAL COMPLIANCE**

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 26: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the

simplified acquisition threshold and to acquisitions of commercial items, including commercially available off-the-shelf items.

**ARTICLE 27: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 28: CRIMINAL PROVISIONS AND SANCTIONS**

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

**ARTICLE 29: INDEMNIFICATION AND RECOVERY**

To the extent permitted by law, H-GAC shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Subrecipient shall indemnify and hold H-GAC, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

**ARTICLE 30: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

**ARTICLE 31: JOINT WORK PRODUCT**

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 32: DISPUTES**

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

**ARTICLE 33: CHOICE OF LAW - VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

**ARTICLE 34: ORDER OF PRIORITY**

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 35: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 36: PUBLIC INFORMATION ACT**

H-GAC and the Subrecipient understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". H-GAC will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

**SIGNATURES:**

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

**Subrecipient**

**H-GAC**

Signature

Signature

Name KP George

Name Chuck Wemple

Title County Judge

Title Executive Director

Date

Date

## SPECIAL PROVISIONS

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**HOUSTON-GALVESTON AREA COUNCIL  
REGIONAL LAW ENFORCEMENT TRAINING  
SPECIAL CONTRACT PROVISIONS**

Incorporated by attachment, as part of the whole agreement, Houston-Galveston Area Council and the Fort Bend County do hereby agree to the following Special Provisions as follows:

**ARTICLE 1: GOVERNING LAW, STANDARDS AND REGULATIONS**

Fort Bend County shall furnish training that has received certification and accreditation by the Texas Commission on Law Enforcement. The Fort Bend County must have a current license to conduct law enforcement training granted by the Commission. For goods and services other than direct training, all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials must comply with all applicable state and federal laws and local ordinances. H-GAC may, upon request or at its own discretion, provide additional standards, guidelines or requirements to aid Fort Bend County in rendering appropriate performance. H-GAC's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

**ARTICLE 2 MANDATORY ATTACHMENTS**

In consideration of H-GAC's compensation offer hereinafter described, Fort Bend County accepts and shall provide H-GAC approved services in consideration as specifically described in the Scope of Work, attached hereto and mutually incorporated herein. Fort Bend County further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached and incorporated.

**ARTICLE 3 PARTY LIABILITY**

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Fort Bend County for costs billed in accordance with the agreed upon rate for such services as described in the Fort Bend County proposal coinciding with the contract performance dates. This payment is subject to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) H-GAC is not liable to Fort Bend County for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC within 30 days following termination of this Agreement.

**ARTICLE 4 PAYMENTS**

The Fort Bend County covenants and agrees to provide regional law enforcement training set forth in this contract and Scope of Service. The H-GAC hereby agrees to engage the Fort Bend County and the Fort Bend County agrees to perform regional law enforcement training hereinafter set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Fort Bend County are herewith outlined in the Scope of Service

- A. The H-GAC shall make payments to the Fort Bend County for training and other services as outlined in the attached Scope of Work and Budget for an amount not to exceed \$110,865.00.
- B. The Fort Bend County shall be paid the agreed upon reimbursement cost of each course conducted as listed in the Scope of Work. In no event shall the payment for a course exceed the amount shown in the Scope of Work unless an amendment to this contract has been mutually agreed upon in written form by authorized signatory officials to this agreement. Fort Bend County shall not be paid for any

individual course until that course has been conducted and completed. Fort Bend County shall bill the H-GAC for fully documented and substantiated costs of all courses conducted with each contract quarter. The quarterly reimbursement form and supporting documentation will be due to the H-GAC on the following dates during the contract period:

January 13  
March 13  
June 13  
September 13

All requests must be timely submitted to . During the Agreement performance period, an invoice or report submission is considered timely when it is received by close of business on the above dates for the expenses incurred in the reporting quarter. Untimely submissions by Fort Bend County could result in a delay or rejection of payment by H-GAC. An invoice or report from Fort Bend County must be delivered to H-GAC each quarter whether or not any expenses have occurred.

Reimbursement from H-GAC shall be processed quarterly, within forty-five (45) days after the receipt of the Fort Bend County's completed invoice with required supporting documentation. Incomplete documentation could result in a delay of payment until deficiencies are cured.

#### **ARTICLE 5 SANCTIONS OR REMEDIAL MEASURES**

- A. **Performance Sanctions.** Fort Bend County's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable H-GAC policies, issuances, and rules may subject Fort Bend County to sanctions and/or remedies imposed by H-GAC.
- B. **Financial Sanctions.** H-GAC retains the right to deduct the amount of any advance payment or previous overpayment made by H-GAC, from any subsequent billing submitted by Fort Bend County for violations under this contract. Failure to comply with the Fort Bend County obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Fort Bend County will be liable for and will repay to H-GAC, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Fort Bend County will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist my monitoring or auditing by any party as authorized or required by H-GAC. Fort Bend County will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Fort Bend County. All repayment made by the Fort Bend County shall be from non-federal funds. Fort Bend County's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.
- C. If the Fort Bend County fails to submit to H-GAC in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing to Fort Bend County. If H-GAC withholds such payments, it will notify the Fort Bend County in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Fort Bend County.
- D. If the Fort Bend County neglected to follow procurement rules when buying inventory or equipment, H-GAC may recover funds. H-GAC may withhold payments on any invoices owed to a Fort Bend County if the Fort Bend County does not provide a current inventory when requested. H-GAC may refuse to close a contract and make a final payment to Fort Bend County if the Fort Bend County's inventory is not current with H-GAC records. H-GAC may also recover funds when Fort Bend County fails to report stolen or lost equipment.
- E. Notwithstanding H-GAC's exercise of its right of early termination, the Fort Bend County

will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Fort Bend County on this contract until such time as the exact amount of damages due to H-GAC from the Fort Bend County is agreed upon or is otherwise determined by H-GAC.

#### **ARTICLE 6 COORDINATION OF TRAINING PROJECT**

The H-GAC shall provide coordination of training activities, including overall monitoring and implementation of the training program. The H-GAC training Coordinator shall act as liaison between the area law enforcement agencies and the Fort Bend County, and the Office of the Governor, Criminal Justice Division.

The Fort Bend County shall provide a staff coordinator of services under this contract who holds a valid Instructor certificate from the TCOLE and who shall act as liaison between the Fort Bend County and the H-GAC. The Fort Bend County shall immediately notify the H-GAC in writing of any change in the TCOLE certification.

#### **SECTION 7 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

Except as otherwise specifically authorized by H-GAC in writing, Fort Bend County will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Uniform Grant and Contract Management Standards (UGCMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

#### **SECTION 8 REPORTING**

In addition to the financial reporting requirements set forth in these Special Contract Provisions and H-GAC's policies and procedures, Fort Bend County will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by H-GAC. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

#### **SECTION 9 INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE**

- A. Fort Bend County agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by H-GAC, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records, papers, or other documents whatsoever relating to this Contract and the performance thereof.
- B. H-GAC reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Fort Bend County's performance as well as performances of Fort Bend County's subcontractors rendered under this Contract. H-GAC will notify Fort Bend County of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to these Special Contract Provisions. H-GAC will provide technical assistance to Fort Bend County in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

#### **ARTICLE 10 PERSONNEL**

The Fort Bend County shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Fort Bend County shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services.

The Fort Bend County shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of H-GAC.

**ARTICLE 11 SUBCONTRACTS**

The Fort Bend County shall furnish to the H-GAC a copy of the completed "Agreement for Consultant/Instructor" when the Fort Bend County uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of the contracting institution. Copies of the Agreement shall be kept on file at the Fort Bend County's Law Enforcement Academy. Copies of these shall be furnished to the H-GAC upon request.

**ARTICLE 12 COPYRIGHTS AND RIGHTS IN DATA**

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Fort Bend County may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultant agreements and other subcontracts emanating from this Contract.

**SECTION 13 PROPERTY**

Fort Bend County will acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200 and the Uniform Grant Management Standards of Texas. If conflict of requirements exists, the more restrictive requirement will be followed.

**ARTICLE 14 INSURANCE**

The Fort Bend County represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Fort Bend County self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

**ARTICLE 15 NON-ASSIGNMENT**

The provisions of this contract shall not be assignable without the prior written consent of the other party. Written consent on the part of H-GAC shall be in the form of a motion or resolution, adopted by the Board of Directors of H-GAC.

## **SCOPE OF WORK**

### ***Gus George Training Academy - Fort Bend***

#### **ROLES AND RESPONSIBILITIES**

##### ***Gus George Training Academy - Fort Bend***

- *Gus George Training Academy* agrees to provide regional law enforcement training outlined in Attachment A.
- *Gus George Training Academy* agrees to submit reimbursement requests utilizing the form contained in Attachment B pursuant with the reimbursement schedule set forth in this contract.
  - *Reimbursement requests will be submitted bi-monthly starting June 15, 2024.*
  - *Final reimbursement request will be submitted by September 22, 2025.*
- *Gus George Training Academy* agrees to communicate to The Houston-Galveston Area Council (H-GAC) any changes in minimum enrollment for courses or course substitutions utilizing the forms contained in Attachments C and D of this contract.
- *Gus George Training Academy* agrees to submit all required documentation to the Texas Commission on Law Enforcement (TCOLE) in the time specified by TCOLE.

##### *Houston-Galveston Area Council*

- H-GAC agrees to reimburse *Gus George Training Academy* for completed courses in a timely manner upon receipt of the form contained within Attachment B and in accordance with the reimbursement schedule outlined in this contract.

#### **PROJECT SCOPE**

- *Gus George Training Academy* will provide training and instruction to law enforcement officers and personnel within the H-GAC region.

- *Gus George Training Academy* will only provide instruction to students who are eligible or who will be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement (TCOLE).

#### **PERFORMANCE PERIOD**

- The performance period for this contract begins January 01, 2024, and ends August 31, 2025.

#### **PLACE OF PERFORMANCE**

- Training will be conducted at contractor's campus academy classroom. However, some classes may use off campus location. Examples include, but not limited to, vehicle driving course, firearms range, or locations for tactical training.
- Virtual training courses shall be approved by Texas Commission on Law Enforcement prior to holding the course.

**FY 2024 - 2025****Gus George Training Academy - Fort Bend**

<b>Acct #</b>	<b>Account Name</b>	
50001	Direct Salaries & Wages	
51001	Consultant	
51003	Other Contract Services	\$ 110,865.00
51004	Auditing Costs	
51005	Legal Services	
53002	Travel (In and Out-of-Region)	
54004	Expendable Equipment	
55001	Office Supplies	
55002	Meeting Expenses	
55003	Printing (Outside)	
55004	Books & Publications	
55005	Maintenance & Repair (Physical)	
55008	Software & Database	
55009	Employee Development	
55010	Program Promotion	
55011	Employee Recruiting	
55012	Licenses & Permits (outside)	
55015	Postage & Delivery	
55016	Subscription/Membership	
55017	Legal Notice	
55018	Operating Expenses	
55028	Public Media	
56001	Pass Through	
61001	GIS/Network Allocation	
62001	Internal Services Allocation	
63001	Benefits Allocation	
65001	Indirect Allocation	
80000	Rent Allocation	
	<b>TOTAL</b>	<b>\$ 110,865.00</b>



### ATTACHMENT C

### HOUSTON-GALVESTON AREA COUNCIL

### FY 2024 - 2025 LAW ENFORCEMENT TRAINING BELOW MINIMUM ENROLLMENT FORM

Please complete the following steps:

- 1) **Complete** your agency and contact information below
- 2) **Type** in the name of the course(s) for minimum enrollment below
- 3) **Save** this form in your hard drive for your records
- 4) **E-mail** this form as an attachment to [publicsafetygrants@h-gac.com](mailto:publicsafetygrants@h-gac.com) AND [laura.glaspie@h-gac.com](mailto:laura.glaspie@h-gac.com)

Agency Name: Gus George Training Academy - Fort Bend

Mailing Address:

Physical Address:

City:

State: TX

Zip Code:

E-mail Address:

Telephone #:

Fax #:

Course Title	Course Date / Instructor's Name	Minimum Enrollment Required	Projected Enrollment

Please state why it is necessary to go below minimum enrollment for this course:

Requested By:

\_\_\_\_\_  
Printed Name & Title

H-GAC Staff:

\_\_\_\_\_  
Printed Name & Title

### ATTACHMENT D

### HOUSTON-GALVESTON AREA COUNCIL

### FY 2024 - 2025 LAW ENFORCEMENT TRAINING COURSE SUBSTITUTION FORM

Please complete the following steps:

- 1) **Complete** your agency and contact information below
- 2) **Type** in the course(s) you will not be conducting with the course(s) you would like to substitute
- 3) **Save** this form in your hard drive for your records
- 4) **E-mail** this form as an attachment to [publicsafetygrants@h-gac.com](mailto:publicsafetygrants@h-gac.com) AND [laura.glaspie@h-gac.com](mailto:laura.glaspie@h-gac.com)

Agency Name: **Gus George Training Academy - Fort Bend**

Mailing Address:

Physical Address:

City:

State: **TX**

Zip Code:

E-mail Address:

Telephone #:

Fax #:

	Course Title	TCOLE Course Number	Scheduled Date of Class	Contract Minimum Enrollment Required	Course Hours	Contact Hours
Old Class						
New Class						

Please state reason(s) for substitution:

Requested  
By:

\_\_\_\_\_  
Printed Name & Title

H-GAC  
Staff:

\_\_\_\_\_  
Printed Name & Title

**Certificate Of Completion**

Envelope Id: B8082C46A26E4B83A1CBB5BE9D1BA758	Status: Sent
Subject: Intergovernmental Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 12	
Source Envelope:	
Document Pages: 22	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Houston-Galveston Area Council
Time Zone: (UTC-06:00) Central Time (US & Canada)	3555 Timmons Lane, Suite 120
	Houston, TX 77027
	contracts@h-gac.com
	IP Address: 12.11.127.21

**Record Tracking**

Status: Original	Holder: Houston-Galveston Area Council	Location: DocuSign
5/20/2024 3:47:23 PM	contracts@h-gac.com	

**Signer Events**

Signature	Timestamp
KP George	Sent: 5/20/2024 3:48:39 PM
Kp.george@fbctx.gov	Resent: 6/4/2024 2:01:06 PM
Security Level: Email, Account Authentication (None)	Viewed: 6/25/2024 10:44:27 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Charles Wemple  
charles.wemple@h-gac.com  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

Signature	Timestamp
-----------	-----------

**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
--------	-----------

**Intermediary Delivery Events**

Status	Timestamp
--------	-----------

**Certified Delivery Events**

Status	Timestamp
--------	-----------

**Carbon Copy Events**

Status	Timestamp
--------	-----------

**Witness Events**

Signature	Timestamp
-----------	-----------

**Notary Events**

Signature	Timestamp
-----------	-----------

**Envelope Summary Events**

Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/20/2024 3:48:39 PM
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**Payment Events**

Status	Timestamps
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