

**FIXED AMOUNT FEDERAL SUBAWARD
GRANT AGREEMENT
FOR A BROADBAND EXPANSION PROJECT**

This Fixed Amount Federal Subaward Grant Agreement for a Broadband Expansion Project “Agreement” is dated October 22, 2024 (the “Effective Date”) between Fort Bend County, a political subdivision of the State of Texas (“Grantor” or “County”) and Comcast Cable Communications, LLC (“Grantee”), each a “Party” and, together, the “Parties.”

WHEREAS, the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) was established by Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”);

WHEREAS, ARPA appropriated \$350 billion to Treasury to provide state, territorial, local, and Tribal governments with resources “to make necessary investments in water, sewer, or broadband infrastructure;”

WHEREAS, the State of Texas (the “State”) received more than \$15 billion through the SLFRF (the “State’s SLFRF Allocation”);

WHEREAS, the State, via the Texas Division of Emergency Management (“Division”), disbursed a portion of the State’s SLFRF Allocation;

WHEREAS, the County issued a request for proposal, the Broadband Expansion for Fort Bend County RFP 24-020 (the “Program”), to solicit and engage an internet service provider and/or contractor to build, operate, and maintain assets to provide broadband internet service throughout one or more geographic area(s) of the County; and the County’s RFP 24-020 is incorporated fully by reference for informational purposes only;

WHEREAS, the County has allocated TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) of the SLFRF Allocation (the “Program Allocation”) to fund the Program;

WHEREAS, Grantor is administering the Program and the Program Allocation in accordance with Treasury guidelines (including the ARPA Supplemental Guidance, as defined herein) and pursuant to the applicable regulations contained in Title 2 of the Code of Federal Regulations;

WHEREAS, Grantor held a competitive solicitation to award grants to certain eligible entities under the Program, and Grantee submitted its application in response to such solicitation (the “Grantee Application”); and

WHEREAS, the County reviewed applications, including the Grantee Application, in response to the County’s competitive solicitation pursuant to the Program;

WHEREAS, the County selected Grantee based on the Grantee Application and Grantee has been awarded TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) (the

“Project Funds”) from the Program Allocation in order to complete the Project (as defined below);

WHEREAS, Grantor is authorized to expend ARPA funds to ensure that unserved and underserved residents and businesses in the County have access to broadband in order to promote economic development within the Project Area; and

WHEREAS, Grantee provided an estimate of costs to support a “Project,” whereby Grantee will design, build, own, operate, manage and maintain the Network, which will provide access to broadband internet service to certain unserved and underserved residents and businesses in the Project Area; and

WHEREAS, Grantor determined that the public interest is served by contracting with Grantee to bring broadband to certain unserved and underserved residents and businesses in the Project Area; and

WHEREAS, the Parties intend to fund the Project as set forth in this Agreement.

Now THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference; the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the Parties hereto do mutually agree as follows:

1. Definitions

- a. “ARPA Supplemental Guidance” means the SLFRF and CPF Supplementary Broadband Guidance issued by Treasury on May 17, 2023, which is available at <https://home.treasury.gov/system/files/136/SLFRF-and-CPF-Supplementary-Broadband-Guidance.pdf>.
- b. “Broadband Service” means high speed internet service capable of 100Mbps download and 20 Mbps upload speeds and be scalable to a minimum of 100Mbps symmetrical for download and upload speeds based on future technology advances.
- c. “Cable Franchise Agreement” means the grant of authority issued to Grantee’s affiliate Comcast of Houston, LLC by the Public Utility Commission of Texas to own and operate its network in the public rights of way dated October 17, 2006.
- d. “Confidential Information” means, but is not limited to, information, drawings, data, specifications, technical information, and other information or materials furnished or made available by the disclosing Party to the receiving Party that reasonably should be considered proprietary and/or confidential and/or that the disclosing Party has indicated is proprietary and/or confidential.
- e. “Excusable Delay Event” means a delay that results from: (1) an event described in Section 18 of this Agreement that impacts Grantee’s ability to achieve Final Completion of the Project- including, but not limited to make-ready work that is not completed within six (6) months of Grantee’s submission of a proper application for utility pole

attachments.

- f. “Final Completion” means the date certified in writing by Grantee that construction of the Network has been completed by Grantee and the locations in the Project Area are Serviceable.
- g. “Network” means the fiber communications network extension that Grantee builds in the Project Area that will make Broadband Service available to Serviceable locations in the Project Area.
- h. “Project” means the work funded by the Parties under this Agreement to construct the Network.
- i. “Project Area” means the residential or business addresses intended to be served by the Network funded by the Project in the cities of Simonton, Thompsons, Needville, and Kendleton, Fort Bend County, Texas as set forth in Exhibit A, which upon written agreement of the Parties are subject to change or modification based on information obtained as the Project progresses, including following Grantee’s completion of walkout and design.
- j. “Revised SLFRF State Guidance” means Treasury’s revised SLFRF State Guidance issued March 28 2024 and available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.
- k. “Serviceable” means a location in the Project Area which will have access to the Broadband Service, subject to the installation conditions of the Cable Franchise Agreement, upon Project Completion.
- l. “Treasury” means the U.S. Department of the Treasury.

2. Notice of Federal Subaward

County was awarded a portion of the State’s SLFRF Allocation and has elected to use a portion of such allocation to provide the Program Allocation that funds subawards under the Program. This Agreement is considered a fixed amount subaward as defined in 2 CFR § 200.1. As defined by 2 CFR § 200.1, “subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

3. Term and Termination.

- a. This Agreement shall commence on the Effective Date and shall expire upon the date of Final Completion, unless terminated sooner in accordance with the provisions of this

Agreement. Notwithstanding the forgoing, either Party may terminate this Agreement at any time, with or without reason, at its convenience by giving the other Party sixty (60) days prior written notice of such termination.

- b. This Agreement may be terminated for default for a breach of any one or more material terms of this Agreement that the breaching Party fails to remedy in accordance with this section. In the event of a breach of one or more material terms of this Agreement, the non-breaching Party must provide written notice of the breach(es) to the breaching party. In the event that the breaching Party does not cure the breach(es) within sixty (60) calendar days from receipt of the non-breaching Party's written notice (or such longer time to which the Parties may agree), the non-breaching Party may terminate this Agreement.

If, after termination, it is determined for any reason whatsoever that Grantee was not in default, or that the default was excusable, the Agreement shall be deemed to have been temporarily suspended with the rights and obligations of the Parties reinstated, provided, however, that the Parties shall mutually agree to negotiate in good faith on revised terms and conditions, including, but not limited to, the Project and scope of services, payment, and milestones and Grantee shall not be deemed in default of this Agreement upon reinstatement.

- c. Termination of this Agreement by either Party as permitted herein shall not limit the legal rights and remedies otherwise available to either Party.
- d. Upon termination of this Agreement, County shall compensate Grantee in accordance with Section 8, below, for Project work completed and costs incurred under this Agreement prior to its termination and which has not been previously invoiced to County. Grantee's final invoice for said work will be presented to and paid by County in the same manner set forth in Section 8 below.
- e. Within thirty (30) days of termination of this Agreement, Grantee shall remit unspent Project Funds and Project Funds not spent in accordance with the regulations and requirements of this Agreement to Grantor.
- f. If County terminates this Agreement as provided in this Section, no fees of any type, including early termination fees or other penalties, except as provided in Section 3(c) or 3(d), above, shall thereafter be paid to Grantee.
- g. Upon termination of this Agreement for any reason, if Grantee has any files in its possession belonging to County, Grantee will account for the same, and dispose of it in the manner the County directs. Notwithstanding the foregoing, Grantee may retain any records or other documents evidencing compliance with this Agreement or otherwise required by ARPA for the appropriate compliance period.

4. Scope of Services and Project Description.

Grantee shall construct a Network capable of delivering Broadband Service to certain unserved and underserved premises in the Project Area, in accordance with the requirements and specifications of County's RFP 24-020, and relevant parts of the Grantee Application. The Project Area includes residential/business premises that currently lack access to a reliable wireline connection that delivers broadband internet speeds, making said premises unserved and underserved according to the criteria established by the Treasury pursuant to ARPA. Grantee estimates the total Project cost as EIGHTEEN MILLION NINE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND 0/100 (\$18,922,972.00).

5. Performance of the Work.

- a. Grantee, a subrecipient defined under 2 CFR 200.1 will design, build, own, operate, manage and maintain the Network that will provide access to Broadband Service in the Project Area. Upon Final Completion, Grantee will operate the Network consistent with the terms of its Cable Franchise Agreement.
- b. Final Completion of the Project shall be within Twenty-Four (24) months after Grantee receives all required permits, other permissions or consent necessary for the Project; provided, however, that the date for Final Completion will be extended for each day of delay caused by the occurrence of an Excusable Delay Event. The Parties agree that they have a shared interest in pursuing options that would expedite the construction and completion of the Project in order to accelerate access to Broadband Service in the Project Area. In furtherance of this shared interest, the Parties shall cooperate to identify appropriate mechanisms to accelerate Project performance, including, but not limited to assisting in expediting the issuance of necessary permits. Notwithstanding the foregoing, Grantee shall substantially complete the Project by December 31, 2026.
- c. Grantee acknowledges that it is solely responsible for all Project decisions, the preparation of all plans and specifications, and for developing, performing, and completing the Project. As a fixed amount subaward under this Program, the Parties agree that Grantee shall not be required to comply with certain clauses contained in 2 C.F.R. Part 200, including the cost principles (2 CFR 200 Subpart E, as well as 48 CFR Part 31) and the procurement practices (2 CFR §§ 200.317-327). The Parties further agree that Grantee is a for-profit entity.

6. Project Manager and Personnel.

- a. Each Party shall provide written notice to the other Party within five (5) business days of the Effective Date identifying the person serving as each Party's Project Manager to support effective communication and to report on the Project's progress. Each Party's notice shall also include the address, phone numbers, and email address for the Project Manager. In the event there is a change in a Party's Project Manager, the affected Party shall provide (a) prompt written notice to the other Party of the change and (b) the new Project Manager's contact information.

- b. Grantee represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services and Project Description as required under this Agreement and that Grantee shall furnish and maintain, at its own expense, adequate and sufficient personnel to perform the Scope of Services and Project Description when and as required and without delays.
- c. All employees, including any subcontractors, of Grantee shall have such knowledge and experience as will enable them to perform the duties assigned to them.

7. Ownership of Project and Service Requirements.

- a. Grantee shall retain ownership in and have exclusive use of the Network and all equipment used or deployed in connection with the Project. All right, title, and interest in the Network, including all equipment, supplies, or intangibles acquired or improved in connection with the Network (“Project Property”) shall vest in Grantee, subject to the condition that—pursuant to the ARPA Supplemental Guidance—for the duration of the Federal Interest Period, Grantee and any successors or transferees:
 - i. Must use the Project Property for the authorized purposes of the Project in the same manner as Grantee’s comparable real property and equipment within its networks in the ordinary course of Grantee’s business, subject to the rights to disposition below;
 - ii. Must continue to provide Internet service to the Project Area and at the standard initially agreed upon by the Parties;
 - iii. Must participate in federal programs that provide low-income consumers with subsidies on broadband Internet access services;
 - iv. Must comply with the requirements of 2 CFR § 200.310 (Insurance), which may be satisfied by adequate self-insurance;
 - v. Must comply with the use and management requirements for equipment in sections 2 CFR § 200.313(c)(4) and 2 CFR § 200.313(d), which may be satisfied by applying Grantee’s commercial practices for meeting such requirements in the normal course of business (i.e., commercial inventory controls and loss prevention procedures, etc.), provided that such inventory controls indicate the applicable Federal Interest;
 - vi. Must maintain records of real property that include an indication of the applicable Federal Interest;
 - vii. May dispose of the Project Property in the ordinary course of business when no longer needed to operate the Network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the Network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided

in this section as other Project Property; and

- viii. May otherwise sell or transfer Project Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the Federal Property Interest; and
- ix. Must notify Grantor and the Treasury upon the filing of a petition under the Bankruptcy Code whether voluntarily or involuntarily, with respect to Grantee or its affiliates involved in the Project.

b. Grantee shall operate and maintain the Network consistent with applicable industry standards and offer the Broadband Service Serviceable location in the Project Area under terms, conditions and prices reasonably consistent with what Grantee offers to its customers in the Project Area.

8. Payment.

- a. In consideration of Grantee's agreement to complete the Project, Grantor shall pay to Grantee the Project Funds as set forth in Section 9. Grantor represents and warrants that it is authorized to expend such funds and that it shall comply with any and all applicable laws related to the expenditure of such funds. Grantee shall not be required to offset any income received from the services it provides in the Project Area against any payment made by Grantor to Grantee under this Agreement.
- b. Grantee shall contribute SIXTEEN MILLION FOUR HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS AND 0/100 (\$16,422,972.00) for the Project.
- c. As a subrecipient under this Agreement, the Parties agree that any income generated by Grantee from this Agreement shall not be considered program income as defined in 2 CFR § 200.1 and Grantee may use any income generated from this Agreement without restriction. The Parties agree that income from indefeasible rights of use (IRUs) and leases relating to broadband infrastructure that Grantee receives shall not be considered program income as defined in 2 CFR § 200.1.

9. Invoicing and Payment.

a. Reporting/Payment Schedule

- i. Grantee shall submit invoices for payment and Project status reports to Grantor's Project Manager. Grantee will also submit an electronic copy of all invoices to the County Auditor's Office at the following e-mail address: apauditor@fortbendcountytexas.gov.

- ii. Grantee shall submit invoices, accompanied by a Project status report, with appropriate supporting documentation, to Grantor, no more frequently than quarterly. Grantee shall be permitted to account for all cost expenditures submitted to Grantor using its existing GAAP accounting standards and shall not be subject to cost accounting standards set forth in 2 CFR 200 Subpart E or 48 CFR Part 31.
- iii. Grantor shall pay Grantee within thirty (30) days of receipt of an undisputed invoice and Project status report. If Grantor disputes charges related to any invoice submitted by Grantee, Grantor will notify Grantee no later than fourteen (14) days after the date Grantor receives the applicable invoice and the Parties shall work together in good faith to resolve the dispute. Grantor shall pay an undisputed invoice or undisputed portion thereof within thirty (30) calendar days.
- iv. Grantee clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Million, Five Hundred Thousand Dollars and 00/100 dollars (\$2,500,000.00), specifically allocated to fully discharge any and all liabilities County may incur related to this Project. Grantee does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Grantee may become entitled to and the total maximum sum that County may become liable to pay to Grantee for the Project shall not under any conditions, circumstances, or interpretations thereof exceed Two Million, Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00). In no event will the amount paid by the County to Grantee for all work for the Project under this Agreement exceed this limit of appropriation without an amendment executed by the Parties.
- v. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify Grantee and this Agreement shall terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

10. Audit and Monitoring.

- a. The Parties agree that Grantee, as a subrecipient under this Agreement, is not subject to the audit requirements at 2 CFR Part 200, Subpart F.
- b. Grantee shall provide to Grantor, upon at least ten (10) calendar days' notice, access to and the right to examine such books and records of Grantee as related to the Project.
- c. Grantee shall, pursuant to and including information detailed and required in the Revised SLFRF State Guidance, submit to Grantor:
 - i. Quarterly Project and Expenditure Reports that provide information on Projects funded, obligations, expenditures, project status, outputs, performance indicators,

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and other information within twenty (20) calendar days of the end of the quarter.

- ii. A final Project and Expenditure Report upon Project within ninety (90) calendar days of Project completion.
- iii. Interim Annual Performance Reports within twenty (20) calendar days of the end of the year.
- iv. A final Annual Performance Report within ninety (90) calendar days of Project completion.

11. System for Award Management.

Grantee shall maintain an active System for Award Management (SAM) registration at all times while this Agreement is in effect.

12. Retention of Records

Records and accounts which support this Agreement shall be maintained for a period of three years pursuant to 2 CFR § 200.334.

13. Confidentiality.

- a. The Parties agree that during and after the expiration or termination of this Agreement, neither Party, nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with the receiving Party, shall directly or indirectly, without the express written consent of the disclosing Party, divulge, use, sell, exchange, furnish, give away, or transfer in any way the Confidential Information of the disclosing Party.
- b. The Parties agree that, during the term of this Agreement and for a period of three (3) years from the expiration or termination thereof, any Confidential Information received from the other Party:
 - i. Will only be used for the purpose of performing obligations and exercising rights under the Agreement;
 - ii. Will not be disclosed to any third party without prior written approval of the disclosing Party, except for disclosures to third parties that are expressly contemplated hereunder;
 - iii. May only be disclosed within the receiving Party's organization to employees that have a "need-to-know" such information in connection with the performance of the receiving Party's obligations under the Agreement and who have been advised of the obligations regarding Confidential Information under the Agreement;

- iv. Will be treated with at least the same degree of care as the receiving Party treats its own Confidential Information, but in no event less than a reasonable degree of care;
 - v. Will be copied only to the extent necessary for the purposes of this Agreement; and
 - vi. Will remain the property of the disclosing Party.
- c. In the event that the receiving Party is served with a subpoena or other validly issued administrative or judicial process demanding the Confidential Information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other remedy. The Parties shall reasonably cooperate with each other to quash such process or otherwise to limit the scope of any required disclosure. Unless the demand shall have been timely limited, quashed, or extended, the receiving Party shall be entitled to comply with such demand to the extent permitted by law. In the event that disclosure of any Confidential Information is compelled, either Party shall seek an appropriate protective order from the court or administrative body to limit access to the Confidential Information.
- d. Upon the expiration or termination of this Agreement or upon the disclosing Party's request, the receiving Party shall return all Confidential Information to the disclosing Party or at the disclosing Party's option, destroy all Confidential Information and provide, within ten (10) days of the disclosing Party's request, a written certification that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be. However, nothing in this Agreement will be construed to waive the requirements of any record retention laws, including for ARPA reporting or compliance, applicable to either Party.
- e. Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing party shall have the right to seek immediate injunctive relief from breach or threatened breach of this Agreement prohibiting any unauthorized disclosure or use of the Confidential Information, in addition to any other rights and remedies the disclosing Party may have.
- f. The Parties understand and agree the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and the terms and conditions of this Agreement are not proprietary or confidential information.
- g. Grantee expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.
- h. The confidentiality provisions of this section shall survive the termination or expiration

of this Agreement.

14. Limitation of Liability.

- a. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCE OR LEGAL THEORY (TORT, CONTRACT OR OTHERWISE), SHALL GRANTEE BE LIABLE TO GRANTOR FOR INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE (COLLECTIVELY "CONSEQUENTIAL DAMAGES"), ARISING UNDER THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT GRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. THE MAXIMUM LIABILITY OF GRANTEE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT GRANTOR WILL PAY TO GRANTEE AS SET FORTH IN SECTION 8.a OF THIS AGREEMENT.

15. Changes.

In the event Grantor requests any change to the Project that causes an increase in the cost or time required for performance of the Project, Grantee shall notify Grantor of such within thirty (30) calendar days from the date of receipt of Grantor's written request. If the Parties agree to such changes in writing, the funding for the Project and the Final Completion date shall be equitably adjusted to incorporate such changes. Any request for work to be performed by Grantee outside the scope of this Agreement must be addressed under a separate agreement and be executed by the Parties prior to performance.

16. Assignment; Transfer.

Neither Party may assign this Agreement in whole or in part, or delegate any of its duties or obligations thereunder, without the prior written consent of the other Party, except that without such consent Grantee (i) may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) may assign this Agreement to an affiliate or subsidiary, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Grantee's use of contractors to perform the Project. Any subcontractors who perform work on the Project will execute a statement of work that incorporates all relevant requirements pursuant to this Agreement.

17. Nondiscrimination.

Grantee agrees to comply with all applicable federal, state, and local statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. Grantee shall not discriminate in the hiring of any applicant for employment nor shall any qualified Grantee employee be demoted, discharged or otherwise

subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identification, or for exercising any rights afforded by law.

18. Insurance

a. At execution of this Agreement, Grantee shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that notice of cancellation will be given in accordance with policy provisions. Grantee shall provide copies of its blanket additional insured endorsements, and redacted copies of relevant insurance policy provisions upon request. Grantee shall maintain such insurance coverage from the time work on the Project commences until the Project is completed and provide replacement certificates, for any such insurance expiring prior to completion of the Project. Grantee shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability including Garage Liability/Garage Keepers Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

b. County and the members of Commissioners Court shall be named as additional insured to all required Commercial General and Automobile Liability coverages on a primary and noncontributory basis with respect to losses for which Grantee is responsible under this Agreement.

c. If required coverage is written on a claims-made basis, Grantee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period

will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

19. Indemnification

Grantee shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, directly caused by Grantee, its employees, or its contractors performed under this Agreement that result from the negligent act, error, or omission of Grantee or any of Grantee's employees, or contractors. Such indemnification shall include an indemnification if the County is found to have been negligent in selecting Grantee.

Grantee shall timely report all such matters to the County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Grantee in the defense of each matter.

The provisions of this section, including Grantee's duty to defend, indemnify, and hold the County harmless as provided herein, shall survive termination, suspension, or expiration of this Agreement.

In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Grantee, Grantee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Grantee are not at issue in the matter.

Grantee shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the Project Area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise may from Grantee's or any other contractor's operations. Such provisions shall match this Section.

The County will be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy required to be maintained by Grantee hereunder unless the insurance claim is solely against the County and is caused by County's sole gross negligence or willful misconduct. The payment of deductibles shall be the sole responsibility of Grantee and/or trade contractor providing such insurance except as set forth above.

20. Use of Subcontractors

Grantee may use subcontractors, which shall be supervised and compensated by Grantee, to complete the Project. Grantee shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Project and shall provide County a list of all subcontractors completing work pursuant to the Project. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any

of its employees, principals, officers, or agents for nonpayment or otherwise. If Grantee utilizes any subcontractors to perform work concerning the Project, Grantee will remain responsible for the performance of its obligations under the Agreement, and compliance of its subcontractors with the terms of this Agreement.

21. Excusable Delay Event.

Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, delays in obtaining permits, permissions, or consents required for or associated with the Project, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

22. Governing Law and Venue.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws principles. Any dispute arising under this Agreement that is not settled between the Parties shall take place in any state court of competent jurisdiction in Fort Bend County, Texas, or in any federal court of competent jurisdiction in the Southern District of Texas. Each Party shall bear its respective legal costs. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF THIS AGREEMENT. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

23. Compliance With Laws.

- a. In general. The Parties agree to comply with all applicable local, state and federal laws, regulations, and ordinances in the performance of this Agreement.
- b. Data Privacy. Grantee shall complete the Project pursuant to any applicable federal or State data privacy laws.
- c. Americans with Disabilities Act ("ADA"). Grantee shall comply with the ADA.
- d. Drug-Free Workplace. Grantee shall comply with and provide all notices required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all subcontractors.
- e. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code. Grantee verifies, that if Grantee employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Grantee does not boycott Israel and will not boycott Israel during the term of this Agreement.
- f. Texas Government Code Section 2251.152 Acknowledgment. By signing this Agreement, Grantee represents, pursuant to Section 2252.152 of the Texas Government Code, that

Grantee is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153.

- g. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Grantee does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- h. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Grantee does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- i. Other than those sections of 2 CFR 200 specifically cited in this Agreement, Grantee shall only be required to comply with those sections of 2 CFR 200 Appendix II applicable to a for profit contractor. For the avoidance of doubt, Grantee shall comply with the required federal clauses in Exhibit B hereto.

24. Modification; Amendment.

This Agreement shall not be modified or amended, in whole or in part, except by written agreement signed by the Parties.

25. Human Trafficking.

BY ACCEPTANCE OF AGREEMENT, GRANTEE ACKNOWLEDGES THAT COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

26. Survival.

The provisions of this Agreement that, by their sense and context, are intended to survive performance by either Party or the Parties shall also survive the completion, expiration, termination, or cancellation of this Agreement.

27. Headings; Exhibits.

The headings of paragraphs in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

28. Construction.

In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

29. Counterparts.

This Agreement may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

30. Entire Understanding.

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof, and supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Project or the Parties' rights or obligations relating to the Project.

31. Waivers.

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement executed by the Parties. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, nor in any way limit the remedies available to that Party.

32. Performance and Payment Bond.

Grantee shall post with County, not later than ten (10) days of the execution of this Agreement, a performance and payment bond in the amount of two million five hundred thousand dollars (\$2,500,000.00) in such form as is satisfactory to County. The bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas

33. Performance Representation

- a. Grantee represents to County that Grantee has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Grantee will apply that skill and knowledge with care and diligence to ensure that work performed on the Project provided hereunder will be performed and delivered in accordance with the highest professional standards.
- b. Grantee represents to County that the Services will materially conform to all requirements and specifications contained and/or referenced in this Agreement and in the attached Exhibits.

34. Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

35. Publicity.

Contact with citizens of County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Grantee release any material or information developed or received in the performance of work on the Project hereunder without the express written permission of County, except where required to do so by law. Notwithstanding the foregoing, Grantee may provide information related to the Project or this Agreement where required for reporting or compliance (*i.e.*, ARPA or future federal or state subsidized programs) purposes; as necessary to perform the Project, including, but not limited to permits; and to contact County citizens to inform them of the availability of services accomplished by the Project or work pursuant to this Agreement.

36. Ownership and Reuse of Documents.

All documents, reports, graphic presentation materials, developed by Grantee as a part of its work under this Agreement and sent to County, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 9 for work performed. For the avoidance of doubt, Grantee may without restriction retain and use copies of such documents, reports, and graphic presentation materials or other items provided to the County, which shall not become property of the County.

37. Conflict.

In the event there is a conflict between the following documents, the documents will control in the following order:

- i. This Agreement.
- ii. Exhibit A.
- iii. Exhibit B.
- iv. Grantee's Application, which is incorporated fully by reference for informational purposes only.
- v. County's RFP 24-020, which is incorporated by reference for informational purposes only.

38. Notice.

Any notice provided in accordance with this Agreement shall be in writing and shall be sent by electronic mail to the Project Manager with a copy to the individuals listed below.

Grantor: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With copies to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Fort Bend County
Attn: Purchasing
301 Jackson Street, Suite 201
Richmond, Texas 77469

Grantee: Comcast Cable Communications, LLC
Attn: Toni Beck
RVP, External Affairs
8590 West Tidwell, Houston, TX
toni_beck@comcast.com

With a copy of all legal notices to:

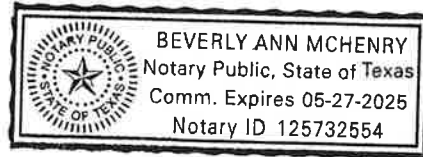
Comcast Cable Communications Management, LLC
Attn: Cable Law Department – Operations
One Comcast Center
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103
Legal_Notices@comcast.com

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the receiving Party.

(Signature Approvals follow immediately below)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year firstabove written.

ATTEST: *Beverly McHenry*
Beverly McHenry, Executive Admin.



COMCAST CABLE COMMUNICATIONS, LLC

By: *Toni Beck*

Name: Toni Beck

Title: VP External Affairs

ATTEST: _____
Laura Richard, County Clerk

FORT BEND COUNTY, TEXAS

By: *Robyn Doughtie*

Name: Robyn Doughtie

Title: Director of Information Technology & CIO

APPROVED:
Robyn Doughtie
Information Technology Department

FORT BEND AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 2,500,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Project Area; and
Exhibit B: Grant Provisions (RFP Exhibit D)

EXHIBIT A

EXHIBIT A

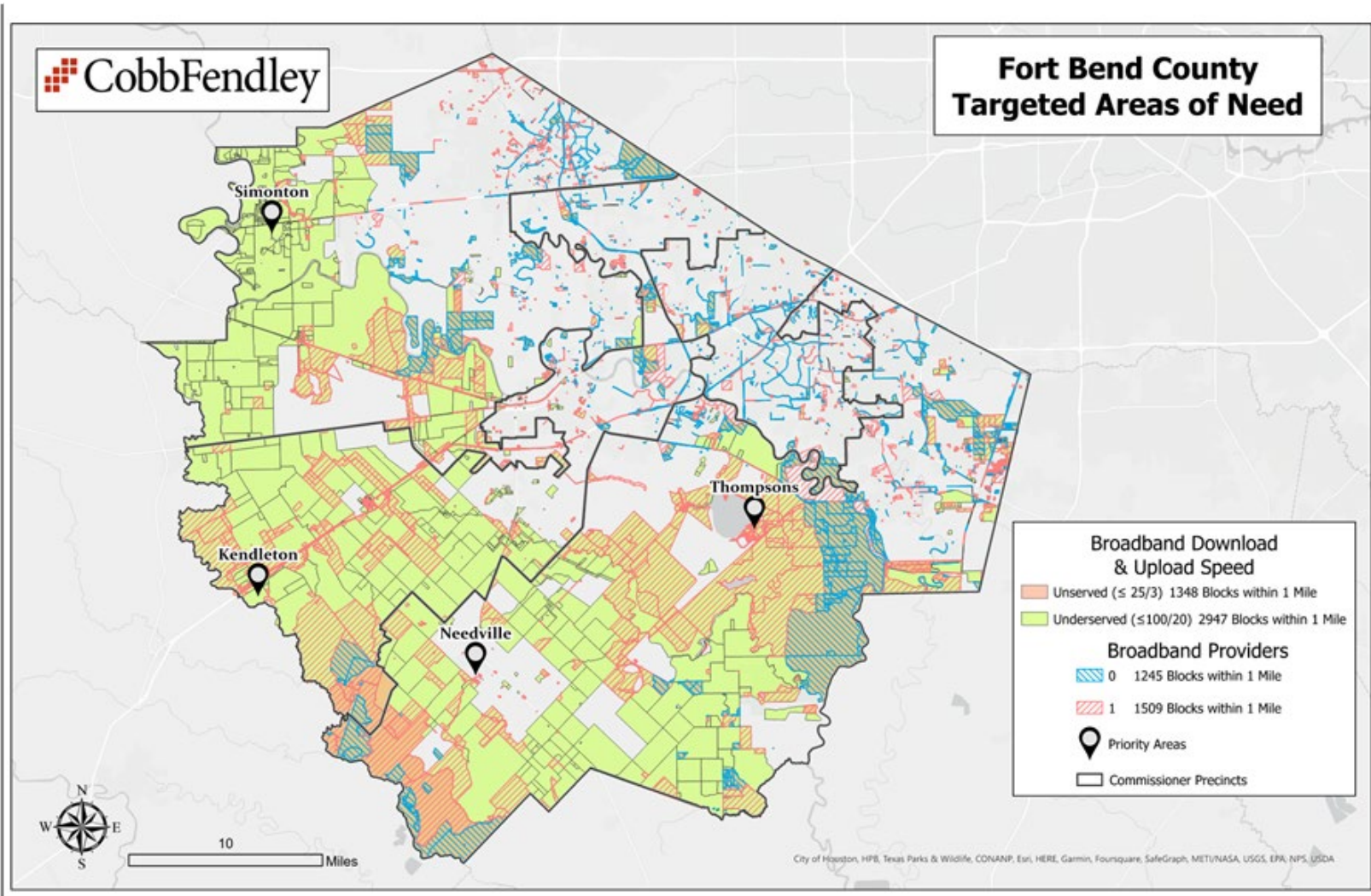


EXHIBIT B

EXHIBIT B

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**note to Purchasing: additional clauses may be required for bid document/PO or contract*

REQUIRED FEDERAL CLAUSES

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

In addition, Contractor understands and agrees that additional sources of federal funding for this Agreement may be determined at a future date, and that, in addition to the below listed clauses, that additional Federal requirements may apply to the Contractor through additional federal Awards, accompanying Award Agreements or any Amendments thereto, or any future obtained Award Agreement. Contractor further acknowledges any changes in applicable federal law, regulation, other requirements, or guidance, or changes in the Recipient's Award Agreement including any information incorporated by reference and made part of that Award Agreement will apply to the Contractor and any other Third-Party Agreements.

1. Access to Records.

This requirement applies to all contracts regardless of amount.

- (1) The Contractor agrees to provide County, and any authorized state or federal representatives access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide County or any authorized state or federal representatives access at all reasonable times to construction or other work sites pertaining to the work being completed under the contract.
- (4) Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the any federal agency or the Comptroller General of the United States.

2. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractor agrees to follow the requirements of 31 C.F.R. Part 21, "New Restrictions on Lobbying." Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its

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behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352.

3. Civil Rights and Non-Discrimination.

During the performance of this contract, the Contractor agrees as follows:

- (a) **Nondiscrimination on the Basis of Age.**
Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. §6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) which prohibits discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
- (b) **Nondiscrimination on the Basis of Disability.**
Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- (c) **Nondiscrimination on the Basis of Drug Abuse.**
Contractor shall comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 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; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- (d) **Nondiscrimination on the Basis of Handicap.**
Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. §794) which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
- (e) **Nondiscrimination on the Basis of Limited English Proficiency.**
Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients and subrecipients of federal assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

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Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements have with respect to nondiscrimination.

- (f) Nondiscrimination on the Basis of Race, Color, and National Origin.
Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (g) Nondiscrimination Related to Housing.
Contractor shall comply with 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 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made

4. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

5. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.* The

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Contractor agrees to report each violation to the County, understands, and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:

This requirement applies to all contracts regardless of amount.

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

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- (a) Placing small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- (c) Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;
- (e) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- (f) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

8. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

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

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

- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

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11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. False Statements Act.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds, the County is required to immediately notify the applicable federal agency of said allegation or finding and to continue to inform the federal agency of the status of any such on-going investigations. The County must also promptly provide any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

11. Political Activities.

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities, which receive federal funds by way of grants, contracts, or cooperative agreements, do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

12. Procurement of Recovered Materials.

The Contractor agrees to 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

*note to GC: additional clause review required

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procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 C.F.R. 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (a) 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);
- (b) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (c) 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 People's Republic of China.

14. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

15. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all

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reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

16. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

17. Whistleblower Protections

Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

18. Compliance with Federal Law, Regulations, and Executive Orders.

THE CONTRACTOR WILL COMPLY WILL ALL APPLICABLE FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS, AGENCY POLICIES, PROCEDURES, AND DIRECTIVES.