

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO BOSTON DYNAMICS, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Boston Dynamics, Inc., ("Boston Dynamics"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Boston Dynamics' SPOT® Sales Order (Quote Number: Q-10569) (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a specified Spot® robot and related products, and shipping and training services (collectively the "Services"); and

WHEREAS, County desires that Boston Dynamics provide Services as will be more specifically described in this Agreement; and

WHEREAS, Boston Dynamics represents that it is qualified and desires to perform such Services; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts that may be obtained from only one source; and

WHEREAS, Boston Dynamics is the sole source provider of the Services as indicated by the letter, dated September 26, 2024, attached hereto as Exhibit "B" and incorporated fully by reference for all purposes; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, Boston Dynamics will render Services to County as described in the attached Exhibits. All performance of the Scope of Services by Boston Dynamics including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. This Agreement will not automatically renew, but may be renewed in writing upon agreement of the parties.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Boston Dynamics may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement prior to the provision of any Product, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter 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 Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Boston Dynamics 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 Hundred Eighty-Seven Thousand, Eighty Dollars and 00/100 (\$287,080.00), specifically allocated to fully discharge any and all liabilities County may incur. Boston Dynamics does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Boston Dynamics may become entitled to and the total maximum sum that County may become liable to pay to Boston Dynamics shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Eighty-Seven Thousand, Eighty Dollars and 00/100 (\$287,080.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Boston Dynamics expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Boston Dynamics shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Boston Dynamics 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.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Boston Dynamics for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Boston Dynamics in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Boston Dynamics hereby verifies that Boston Dynamics and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boston Dynamics does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boston Dynamics 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.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boston Dynamics 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.

10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, BOSTON DYNAMICS ACKNOWLEDGES THAT FORT BEND 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.
12. **Use of Customer Name.** Boston Dynamics may use County’s name without County’s prior written consent only in any of Boston Dynamics’ customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Compliance with Laws.** Boston Dynamics shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary

and wage statutes and regulations, licensing laws and regulations. When required by County, Boston Dynamics shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. Independent Contractor. In the performance of work or services hereunder, Boston Dynamics shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Boston Dynamics or, where permitted, of its subcontractors. Boston Dynamics and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

20. Termination.

20.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

20.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If Boston Dynamics fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If Boston Dynamics materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

20.3. If, after termination, it is determined for any reason whatsoever that Boston Dynamics was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20.1 above.

20.4. Upon termination of this Agreement, County shall compensate Boston Dynamics in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Boston Dynamics's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

20.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Boston Dynamics.

21. Dispute Resolution.

- 21.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 21.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 21.3. Each party shall be responsible for its own costs associated with the mediation.
- 21.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
22. **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.
23. **Grant Funding.** Boston Dynamics understands that and acknowledges that this Agreement may be totally or partially funded with federal and/or state funds. The Statement of Grant Award is attached hereto as Exhibit "C" and incorporated fully by reference. Under the terms of the grant, Boston Dynamics agrees to further abide by the terms contained in Exhibit D. Notwithstanding the foregoing, any additional, contrary, or different terms contained in any document issued in accordance with the Homeland Security Grant Program that modify any required terms and conditions of Exhibit C, the subsequent terms shall control.

(Execution Page Follows)

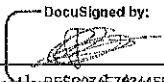
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

BOSTON DYNAMICS, INC.

KP George, County Judge

DocuSigned by:


Authorized Agent – Signature

Date

Philip Archambault

Authorized Agent- Printed Name

ATTEST:

VP of Sales

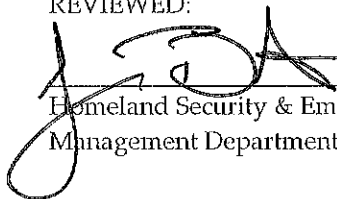
Title

Laura Richard, County Clerk

2/3/2025 | 12:42 PM EST

Date

REVIEWED:



Homeland Security & Emergency
Management Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 287,080.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Boston Dynamics' SPOT® Sales Order (Quote Number: Q-10569);
Exhibit B: Boston Dynamics' Sole Source letter, dated September 26, 2024;
Exhibit C: Statement of Grant Award; and
Exhibit D: Grant Provisions

F:\AGREEMENTS\2025 Agreements\OEM-Homeland Security\Boston Dynamics Inc (25-OEM-100281)\Addendum to Boston Dynamics, Inc.'s Agreement.docx aw

ADDENDUM TO BOSTON DYNAMICS, INC.'S AGREEMENT
Contract #25-OEM-100281



Quote Date:
9/27/2024

Quote Expiration Date:
11/25/2024

SPOT® Sales Order

Quote Number: Q-10569
Customer Legal Name: Fort Bend County Sheriffs Office
Sales Manager: Kamila Blain
Payment Terms: N30

Ship To:		Bill To:	
Company Name:	Fort Bend County Sheriffs Office	Company Name:	Fort Bend County Sheriffs Office
Address:	3849 Cartwright Rd Missouri City, TX 77459 US	Address:	3849 Cartwright Rd Missouri City, TX 77459 US
Contact:	Jake Robbins	Contact:	Jake Robbins
Phone Number:	+1 281-342-3411	Phone Number:	+1 281-342-3411
Email:	jacob.robbs@fortbendcountytexas.gov	Email:	jacob.robbs@fortbendcountytexas.gov

PURCHASED PRODUCT

You agree to purchase the Boston Dynamics Spot® robots, payloads, software, accessories, or services for the applicable price set forth below (collectively, the "Product").

Quantity	Part Number	Product	Unit Price	Discount (%)	Total Price
1.00	Spot Government & Public Safety Kit	Spot Government & Public Safety Kit	\$248,000.00	0.00	\$248,000.00
1.00	04-00143531-711	Blue Spot with Arm	Included		\$0.00
1.00	Spot CARE Service Plan - Year 1 (Spot with Arm)	Spot CARE Service Plan - Year 1 (Spot W/ Arm, excludes Wearable Parts)	\$27,280.00	100.00	\$0.00
1.00	04-00382123-001	Samsung Tab Active 3 Tablet (US)	Included		\$0.00
1.00	03-004065-001	Spot Tablet Controller Kit	Included		\$0.00
1.00	04-00339166-011	Spot Charger (US,CA)	Included		\$0.00

BostonDynamics



Quote Date:
9/27/2024

Quote Expiration Date:
11/25/2024

Quantity	Part Number	Product	Unit Price	Discount (%)	Total Price
1.00	03-002231-001	Spot CAM+ IR (Rear)	Included		\$0.00
1.00	03-003147-001	Persistent Systems MPU5 Radio (US,CA)	Included		\$0.00
2.00	04-00336010-001	Spot Battery	Included		\$0.00
1.00	02-046606-001	Spot Calibration Board	Included		\$0.00
1.00	03-002609-001	Spot Battery & Charger Case	Included		\$0.00
1.00	Spot CARE Service Plan (Spot with Arm)	Spot CARE Service Plan (Spot with Arm)	\$27,280.00	0.00	\$27,280.00
1.00	03-003805-901	Spot Front/Rear Panels, Yellow	Included		\$0.00
1.00	03-001737-001	Spot Leg Panels, Yellow	Included		\$0.00
1.00	03-001757-001	Spot Foot Tread Replacement Kit	Included		\$0.00
1.00	03-003291-001	Spot CARE Information Card	Included		\$0.00
1.00	Spot CARE Shipping Box	Spot CARE Shipping Box	Included		\$0.00
1.00	Spot Operation & Safety Training at BD HQ	Spot Operation & Safety Training at BD HQ	\$15,000.00	33.33	\$10,000.00
1.00	Shipping	Shipping	\$1,800.00		\$1,800.00
SUBTOTAL:					\$287,080.00

Estimated Taxes	To Be Calculated
Total	\$287,080.00

DELIVERY

We will ship the Product to you, as applicable, in approximately 6-8 weeks after you sign this Sales Order, except as set forth herein or otherwise agreed to in writing.

PAYMENT

We will invoice you for the Product upon shipment, at the start of the term for any service or software subscription, or as otherwise required in the Terms set forth below. You shall pay each invoice in U.S. Dollars in accordance with the provisions of the Terms.

BostonDynamics



Quote Date:

9/27/2024

Quote Expiration Date:

11/25/2024

If you: (i) require the issuance of a purchase order to us in addition to this signed document, (ii) have a vendor portal for receiving invoices or providing invoicing instructions, (iii) require information for approving us as a vendor, or (iv) are not located in the U.S. and have additional documents required for paying a U.S.-based supplier, please send details to: accountsreceivable@bostondynamics.com

If your organization is tax exempt, please note below and forward your tax-exempt certificate to: accountsreceivable@bostondynamics.com

EXPORT COMPLIANCE

We are required to comply with applicable U.S. export control laws and regulations, and thus request that you verify the Product's end user and end-use. Our products are classified under the U.S. Department of Commerce Control List as set forth at:

<https://www.bostondynamics.com/sites/default/files/inline-files/spot-export-information.pdf>

Please provide below the end user's name and the countries where the Product will be used if different from the above ship-to address.

Please indicate the end use for the Product.

Commercial

Military

TERMS & CONDITIONS

By executing this Spot® "Sales Order" between Boston Dynamics, Inc., a Delaware corporation, with its principal office located at: 200 Smith Street, Waltham, MA, 02451, legal@bostondynamics.com

("we," "us," "our" or "Boston Dynamics"), and the Customer listed above ("you," "your" or "Customer"), the parties agree to be bound by the terms of this Sales Order and the Spot® Terms and Conditions of Sale located at:

<https://www.bostondynamics.com/sites/default/files/inline-files/spot-terms-and-conditions-of-sale.pdf>

and, as applicable, the following Product-specific terms: Spot CARE Terms and Conditions located at:

<https://www.bostondynamics.com/sites/default/files/inline-files/spot-care-terms-and-conditions.pdf>

and Orbit™ Cloud Terms and Conditions of Subscription located at:

<https://bostondynamics.com/wp-content/uploads/2024/03/orbit-terms-and-conditions-of-sale.pdf>

(collectively, the "Terms") which are integrated herein by this reference. All capitalized terms used but not defined in this Sales Order shall have the meanings given to them in the Terms.

Each Party has caused this Sales Order to be executed by its duly authorized representative on the date stated below the representative's signature.



Quote Date:
9/27/2024

Quote Expiration Date:
11/25/2024

BOSTON DYNAMICS, INC.:

By: 
BEFC074E76344FB... (Authorized Signature)

Name:
Philip Archambault
(Printed Name)

Title:
VP of Sales

Date:
2/3/2025 | 12:42 PM EST

CUSTOMER:

By:
(Authorized Signature)

Name:
(Printed Name)

Title:

Date:

Exhibit B

BostonDynamics



Sept 26, 2024

Fort Bend County Sheriff's Office
3849 Cartwright Rd
Missouri City, TX 77459

Attn: Sgt Jake Robbins

Boston Dynamics, Inc. is the sole source manufacturer of the Spot® robot and related accessories.

Spot® is the only production-ready, industrial quadruped robot that is fitted with a manipulator, and can traverse through most areas where humans can. Spot is the only robot that uses active perception to map the environment around the robot which enables the robot to do active obstacle avoidance along with foot placement planning in order to navigate unstructured environments like stairs, rocky terrain, etc.

Boston Dynamics has 30 years of engineering and development expertise focusing on mobile robotics: <https://www.bostondynamics.com/legacy>

Here is a list of patents from Boston Dynamics showing the strength of technology. <https://www.bostondynamics.com/patents>

Using 30 years of Research and Development learning, testing and experience Boston Dynamics has developed Spot which is a nimble robot that climbs stairs and traverses rough terrain with unprecedented ease, yet is small enough to use indoors.



Spot is built to be a rugged and customizable platform, Spot's autonomous capability along with open SDK will allow partners and customers to integrate it into our current testing models and provide improved locomotion. The battery life and ability to field swap batteries or recharge on a docking station will allow operation in the field longer without interruptions. Spot can also carry 14kg of payload which allows integration and/or carrying additional platforms on the robot. Boston Dynamics is widely considered the world leader in legged robotics and has moved forward in the commercialization process to enable scalable deployments. These deployments have been at some of the most difficult industrial settings in the world. Boston Dynamics has built Spot to meet the requirement for durability in an antagonistic environment which other robots may struggle to provide.

Here are some examples of customers currently using Spot in difficult environments.

LAPD Bus Incident:

<https://www.youtube.com/watch?v=UkPmsh3L47g>

LAPD Koreatown Shootout:

<https://www.youtube.com/watch?v=7EGVbrBXLgw>

Lee County Bank Robbery:

<https://www.youtube.com/watch?v=4K516I70Dio>

MA State Police Spot Shot by Barricaded Suspect:

<https://whdh.com/news/msp-robot-dog-takes-bullet-for-human-partners-in-hyannis-standoff/>

Miami Dade Car Robbery:

https://wsvn.com/news/local/miami-dade/spot-the-robotic-police-dog-helps-mdpd-during-hours-long-standoff-of-barricaded-man-in-ne-miami-dade/?utm_content=288265857&utm_medium=social&utm_source=linkedin&hss_channel=lcp-9299817

Boston Dynamics continues to innovate and bring additional capabilities to lead the legged robotics industry. Some of those new capabilities enable enhanced long distance tele operation, autonomy and manipulation with a fully integrated robotic Arm.

BostonDynamics



Boston Dynamics has also put together the infrastructure to support customers during their deployment of the technology, you can see some of the available tools here: <https://support.bostondynamics.com/s/spot>

Sincerely,

Kamila Blain
Sales Manager – Public Safety
774.230.7260
kblain@bostondynamics.com



THE SPOT[®] ROBOT SPECIFICATIONS

Government & Public Safety Kit

**DIMENSIONS
WITH PAYLOADS**

Length 1100 mm (43.3 in)	Default Height (Walking) 1037 mm (40.8 in)
Width 500 mm (19.7 in)	Max Height (Walking) 1127 mm (44.4 in)
Height (Sitting) 618 mm (24.3 in)	Min Height (Walking) 947 mm (37.3 in)
Net Mass/Weight (including battery) 50.5 kg (111.3 lbs)	

LOCOMOTION

Max Speed 1.6 m/s
Max Slope ±30°
Max Step Height 300 mm (11.8 in)

TERRAIN SENSING

Horizontal Field of View 360°
Range 4 m (13 ft)
Lighting > 2 Lux
Collision avoidance maintains set distance from stationary obstacles

CONNECTIVITY

WiFi 2.4GHz / 5GHz b/g/n Ethernet

ENVIRONMENT

Ingress Protection IP54
Operating Temp. -20°C to 55°C

BATTERY

Battery Capacity 564 Wh
Average Runtime 90 mins
Standby Time 180 mins

BATTERY (continued)

Recharge Time 60 mins
Length 324 mm (12.8 in)
Width 168 mm (6.6 in)
Height 93 mm (3.7 in)
Mass/Weight 5.2 kg (11.5 lbs)

CHARGER

Input Voltage 100-240VAC, 50/60Hz 8A Max
Output 35-58.2 VDC, 12A Max
Length 380 mm (15.0 in)
Width 315 mm (12.4 in)
Height 178 mm (7.0 in)
Mass/Weight 7.5 kg (16.5 lbs)
Operating Temp. 0°C to 45°C





TABLET WITH JOYSTICKS

Height
138 mm (5.4 in)

Width
286 mm (11.3 in)

Depth
56 mm (2.2 in)

Weight
546 g (1.2 lbs)

Touch Screen Size
8" diagonal

Interface Controls
2x Joysticks, 2x 5-direction buttons, and 2x bumper buttons

Resolution
1920x1200

Battery Life
Up to 5 hours

Ingress Protection
Rain and dust resistant

SAFETY AND COMPLIANCE, UNITED STATES

Designed according to ISO 12100 for risk assessment and reduction methodology and IEC 60204-1 for electrical safety. See [Information for Use](#) for further details on intended uses.

EMC: FCC Part 15B Radio equipment: Incorporates a FCC Part 68 Certified radio system

Laser product
Class I eye-safe per IEC 60825-1:2007 & 2014

SPOT ARM

Degrees of Freedom
6 + gripper

Length (at full extension)
984 mm (38.7 in)

Max. Endpoint Speed
10 m/s

Max. Lift Capacity**
Up to 11 kg (24.3 lbs)

Continuous Lift Capacity** (at 0.5 m extension)
5 kg (11 lbs)

Max. Drag Capacity** (on carpet)
Up to 25 kg (55.1 lbs)

Max. Reach Height
1800 mm (70.9 in)

GRIPPER

Depth
90 mm (3.5 in)

Max Aperture
175 mm (6.9 in)

Peak Clamp Force (at tip of opening)
130 N

Integrated Sensors
Accessory Port, ToF, IMU, 4K RGB, Gigabit Ethernet, 50W power, camera sync (PPS)

**Payload capacities measured at 22°C

SPOT CAM+IR

360° CAMERA

Field of View (FoV)
360 x 170°

Video Frame Rate
Variable*

Video Storage
No

Video Streaming
Yes

Resolution
10 MP

File Size
31.1 MB

Still Image Format
PPM (Portable Pixel Map)

PTZ CAMERA

Resolution
2MP, 1080p video

Optical Zoom
30x

Pointing Accuracy
2 degrees

Range of Motion
170°/sec

Tilt Range
-30 to 270°

IR CAMERA

Scene Temp. Range
(High Gain)
-40°C to +160°C

(Low Gain)
-40°C to +550°C

Video Speed
7.5 Hz

FoV
69 x 56°

Image Resolution
640 x 512

Accuracy
Radiometric ±5°C

PERSISTENT SYSTEMS RADIO KIT

OPERATOR RADIO

Length
(with antennas and battery)
390 mm (15.4 in)

Length (without antennas and battery)
140 mm (5.5 in)

Width
70 mm (2.8 in)

Depth
40 mm (1.6 in)

Total Mass/Weight (with antennas and battery)
1.1 kg (2.4 lbs)

Mounting
Belt clip

RADIO TRANSMISSION DETAILS

Model
Persistent Systems MPU5 RF-2150

Frequency Range
2412 - 2462 MHz

RF Modulation
OFDM (64QAM, 16QAM, QPSK, BPSK)

Antenna Chains
3 Independent RF Chains

TX/RX Operating Modes
All MIMO modes from SISO to 3x3

Channel Bandwidth
5, 10, and 20 MHz

Peak TCP Throughput
150 Mbps at 20 MHz Channel

Configured Transmit Power
.955W

ENVIRONMENT

IP Rating
IP68

Storage Temperature
-40°C to 70°C

Operating Temperature
-20°C to 45°C

Exhibit C

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2971510	Award Amount:	\$415,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2024 - 12/31/2025	Grantee In Kind Match:	\$0.00
Liquidation Date:	03/31/2026	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$415,000.00
Grantee Name:	Fort Bend County		
Project Title:	DVE - Fort Bend County - SWAT		
Grant Manager:	Efren Chavez		
Unique Entity Identifier (UEI):	MJG8N8EPN2L3		
CFDA:	97.067 - Homeland Security Grant Program (HSGP)		
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency		
Federal Award Date:	9/19/2024		
Federal/State Award ID Number:	EMW-2024-SS-05096		
Total Federal Award/State Funds Appropriated:	\$92,871,592.00		

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Exhibit D

Boston Dynamics, Inc. ("Contractor") understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the U.S. Department of Homeland Security, the U.S. Department of Justice and or the Texas Office of the Governor. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set by the County at \$50,000, 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.

1. Activities Conducted Abroad

Contractor must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

2. ADA Access.

The Contractor agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

3. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor and 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 behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including 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.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form. E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.

G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

4. Child Support.

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) all arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

5. Civil Rights/Nondiscrimination Requirements.

Contractor will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).

More specifically, Contractor will comply with:

- a. Americans with Disabilities Act of 1990. Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. Sections 12101- 12213), which prohibits recipients of federal funds from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

b. Civil Rights Act of 1968. Contractor must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90- 284, as amended through Pub. L. 113-4, which prohibits recipients of federal funds from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. Section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Section 100, Subpart D).

c. Limited English Proficiency

Contractor must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

d. Civil Rights Act of 1964-Title VI. Contractors must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. Section 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

e. Rehabilitation Act of 1973. Contractor must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the 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.

f. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Contractors must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

g. Education Amendments of 1972. Contractors must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

h. Age Discrimination Act of 1975. Contractor must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Clean Air.

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 Office of the Governor and U.S. Department of Homeland Security and 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 Office of the Governor and U.S. Department of Homeland Security.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Office of the Governor and U.S. Department of Homeland Security.

7. Clean Water.

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 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 Office of the Governor and U.S. Department of Homeland Security and 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 Office of the Governor and U.S. Department of Homeland Security.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Office of the Governor and U.S. Department of Homeland Security.

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

Contractor's attention is called to the fact that this Agreement between County and Contractor will be subject to financial assistance contracts between the County and various State or Federal agencies. The Agreement to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The Contractor will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

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

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:

- 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.

10. Cooperation with Monitoring, Audits and Records Requirements.

The Contractor agrees to cooperate with the Office of the Governor and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.

The Contractor shall maintain adequate records that enable the Office of the Governor and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The Contractor shall maintain such records as are deemed necessary by the Office of the Governor, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by the Office of the Governor to ensure proper accounting for all costs and performances related to this Grant Agreement.

The Office of the Governor may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.

The Contractor authorizes DHS, the Office of the Governor, the Texas State Auditor's Office, the Comptroller General of the United States, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to this Agreement and will make them readily available upon request. The Contractor will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

If requested, the Contractor shall submit to the Office of the Governor a copy of its most recent independent financial audit, any audited financial statements, related management letters and management responses of Contractor, and financial audit documents or portions thereof that are directly related to the Contractor's performance of its obligations under this Agreement.

The Office of the Governor may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of the Office of the Governor, provide the Contractor with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the Contractor's principal place of business and/or the location(s) of the Contractor's operations during the Contractor's normal business hours. The Contractor shall provide to the Office of the Governor or its designees, on the Contractor's premises, private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as the Office of the Governor or its designees may reasonably require to perform the audits described in this section.

In addition to the information contained in the required reports, other information may be required as requested by the Office of the Governor, including the Office of the Governor asking for more information regarding project performance or funds expenditures. In the event the Office of the Governor requires additional information regarding the information or data submitted, the Contractor will promptly provide the additional information. The Contractor also agrees to assist the Office of the Governor in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of the Office of the Governor, the Contractor must submit to the Office of the Governor any additional documentation or explanation the Office of the Governor may desire to support or document the requested payment or report submitted under this Agreement.

If after a written request by the Office of the Governor or a relevant federal agency, the Contractor fails to provide required reports, information, documentation, or other information within reasonable deadlines set by the Office of the Governor or the relevant federal agency, as required by this Agreement, or fails to fulfil any requirement in this section, then the Office of the Governor

may consider this act a possible default under this Agreement, and the Contractor may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the access to funds; referral to relevant agencies for audit review; designation of the Contractor as a high-risk Contractor; or termination of awards.

Contractor, at the sole cost of Contractor, agrees to cooperate with the creation, monitoring, and timely execution of any corrective action plan developed by the County, OOG, or relevant federal agency, to address any findings, discrepancies, inadequacies, or deficiencies which an audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review identifies. The failure to promptly and adequately address any investigative findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. Contractor understands and agrees that it must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of a federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan.

11. Debt to State

The State shall not be responsible for any debts associated with this Agreement.

12. DHS Specific Acknowledgements and Assurances.

All Contractors, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- a. Contractor must cooperate with any compliance reviews or compliance investigations conducted by DHS.
- b. Contractor must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- c. Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- d. Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

13. Disputes and Resolutions.

Contractor understands that for all subcontracts of \$250,000 or more, the Contractor must include terms to address dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

14. Drug-Free Workplace Regulations.

Contractor must comply with drug-free workplace requirements of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

15. Examination of Records.

The Contractor agrees to provide County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts and transcriptions. 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.

The Contractor agrees to comply and will require all subcontractors of any tier to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor agrees to retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, all books, records, accounts, statistics, leases, subcontracts, arrangements other third party arrangements of any type, reports, and supporting materials related to those records required under the Agreement for a period of not less than three years after the date of termination or expiration of the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case Contractor agrees to maintain same until County, the Office of the Governor and U.S. Department of Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16. Federal Debt

Contractor is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129).

17. Fly America.

The Contractor agrees to comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

And with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S.

Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to DHS and 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19. Health and Human Services, Public Safety or Law Enforcement Agency Compliance

Contractor certifies that it as owner, operator or administrator of a facility has not had any licenses, certificates, or permits revoked by any health and human service agency or public safety or law enforcement agency.

20. Program Fraud, False Claims Act and Program Fraud Civil Remedies.

Contractor understands that County does not tolerate any type of fraud, waste or misuse of funds. Contractor shall comply with the requirements of the False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. Contractor understands and agrees that misuse of funds may result in a range of penalties, including suspension of current and future funds, suspension or

debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties. (See 31 U.S.C. Section 381-3812 which details the administrative remedies for false claims and statements made.)

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with funds from this Agreement.

21. 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.

22. Reporting of Fraud, Waste, and Abuse.

In the event, County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received for the performance of this Agreement, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such ongoing investigations. The County must promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, 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. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements.

The County must notify the local prosecutor's office of any possible criminal violations. County must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the County must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG.

The County shall report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

23. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

Contractor certifies that they have not required any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood to contravene requirements applicable to federal Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

24. National Environmental Policy Act.

Contractor must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

25. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

26. Notice of Funding Opportunity.

All of the instructions, guidance, limitations, and other conditions set forth in the federal Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions.

27. Political Activities.

Contractor must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including 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.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form. E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.

G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

28. Best Practices for Collection and Use of Personally Identifiable Information (PII)

If Contractor collects Personally Identifiable Information (PII), they are required to have a publically-available privacy policy that describes standards in the usage and maintenance of PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively. This requirement applies to all agreements being paid for with funds from the Office of the Governor.

29. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 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).

(i) 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).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

30. Prompt Payment.

The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage

payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

31. Procurement of Recovered Materials.

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962). The requirements of Section 6002 include 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.

32. Retention of Records

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than three (3) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition. If requested by the Office of the Governor's Homeland Security Grant Division (HSGD), the County may direct the Contractor to retain documents for a longer period of time or transfer certain records to HSGD custody when it is determined the records possess longer term retention value.

33. Rights to Inventions and Copyrighted Material Made Under a Contract or Agreement.

Contractor is subject to the Bayh-Dole Act, 35 U.S.C. section 200, unless otherwise provided by law. Contractors are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 404.14.

Contractor agrees that the OOG and any federal funding agency that has funded work with a federal grant reserve 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:

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights or copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The OOG (and the federal funding agency) have the right to:

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. 'Data' includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

Contractor agrees to cooperate and provide County with all rights and data necessary for the OOG and federal funding agency to exercise their above-mentioned property rights to funded work.

34. SAFECOM

Any emergency communication equipment and its related activities provided as a part of this Agreement must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

35. Termination for Cause and Termination for Convenience.

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

36. Terrorist Financing.

Contractor must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

37. Text Messaging While Driving.

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, 74 FR 51225 (Oct. 6, 2009), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

38. Trafficking Victims Protection Act.

Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from awarding funds to a private entity or individual who has (1) engaged in severe forms of trafficking in persons during the period of time that the award is in effect; (2) procured a commercial sex act during the period of time that the award is in effect; (3) used forced labor in the performance of the award or subawards under the award; or (4) engaged in acts that directly support or advance trafficking in persons as set forth in 22 U.S.C. § 7104(g)(4). Contractor shall inform County immediately upon receipt of any information from any source alleging a violation of a prohibition of the TVPA. Violation of this clause, may result in termination of this Agreement.

39. USA Patriot Act of 2001.

Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

40. Use of DHS Seal, Logo and Flags.

Contractor must obtain permission from DHS, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

41. Veteran Preference.

The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

42. Whistleblower Protections.

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

43. Non-Supplanting Requirement

Contractor certifies that federal funds shall not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

44. Energy Policy and Conservation Act

Contractor must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. Section 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

45. Homeland Security Grant Program Performance Goal

Contractor shall demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as

applicable. The capability gap reduction must be addressed in the Project Description for each project.

46. Disposition of Equipment

Contractor shall comply with all requirements pursuant to 2 C.F.R. Section 200.313 for the proper disposition of original or replacement equipment acquired under an award when the original or replacement equipment is no longer needed for the original project or for other activities currently or previously supported by DHS/FEMA. Contractor shall contact the County for instructions regarding the disposition of such equipment.

47. Copyright Notices Displayed

Contractor shall affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.