

Internet Crimes Against Children Task Force Program Interlocal Agreement

This Internet Crimes Against Children Task Force Program Interlocal Agreement, hereinafter referred to as the “**Agreement**”, is entered into by and between the City of Houston, a home rule municipality of the State of Texas, situated in Harris County, Texas, a political subdivision of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as the “**City**”, and Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, herein after referred to as “**Fort Bend County**”, and acting for the **Fort Bend County District Attorney’s Office**, hereinafter referred to as “**Fort Bend County District Attorney**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

1. The **City**, through the Houston Police Department, hereinafter referred to as the “**HPD**”, has applied for a grant with the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the “**OJJDP**”, for funding in the amount of **\$570,266** and entitled, “**HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE**”, hereinafter referred to as the “**ICAC Grant**”.
2. The **City**, has agreed to contribute a total of **\$105,655.00** from the **ICAC Grant** to reimburse funds for a portion of the salary and benefits for one Investigator, lease car, fuel, overtime, training and equipment. **Fort Bend County** has agreed to contribute the remaining 30% of the salary and benefits for the Investigator (based on the hours and benefits listed in Exhibit “A”, of this **Agreement**) to work with the **City** and other law enforcement officials to provide a link to the current cases of internet crimes against children and to assist in investigations connected with **ICAC Grant** program enforcement with jurisdictional issues; and

3. The target geographic area of the **ICAC Grant** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.

4. The **City and Fort Bend County** believe it is in their best interests to enter into this **Agreement**, to carry out the **ICAC Grant** program.

5. The **City and Fort Bend County** agree to abide by all pertinent federal, state and local laws and regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to provide for services of an **Investigator** to work with the **City** and other law enforcement officials to assist in the apprehension and prosecution of persons engaged in child exploitation and serve as a liaison between the Parties and other Investigators and law enforcement agencies that become involved in ongoing investigations as a result of the **ICAC Grant** program enforcement efforts.

ARTICLE II
TERM

2.01 The term of this **Agreement** will commence on **the Countersignature Date by the City's Controller**, and terminate on the later of the **ICAC Grant** expiration date **September 30, 2022**, or on the termination date of any extension thereof by the Department of Justice, Office of Juvenile Justice Delinquency Programs, hereinafter referred to as the "**Trusted Program**", whichever is later. In the event **Trusted Program** Grant funding for Internet Crimes Against Children is available for this **Agreement** after the expiration date, either due to an extension of the current grant or a new Grant from **Trusted Programs**, this **Agreement** shall automatically renew for each additional year that funding is received for up to four (4) additional years. The Houston Police Department ("**HPD**") Police Chief ("**Chief**") is authorized for each successive year of this **Agreement** to send a written letter to **Fort Bend County** of the

allocated budget amount as detailed in Exhibit A. The **Fort Bend County Commissioners Court** shall approve the amount and budget detailed in the written notification prior to acceptance of these funds by **Fort Bend County**.

2.02 The **City** and **Fort Bend County** acknowledge that this Grant may be discontinued at any time by the **Trusted Programs**. Should the Grant be terminated or not renewed by the **Trusted Programs** for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the Grant is terminated by the **Trusted Programs**.

2.03 Either Party may terminate this **Agreement** by giving 30 days' prior written notice of termination to the other Party.

ARTICLE III **CONSIDERATION**

3.01 Pre-Contract Services:

Fort Bend County represents that

(1) from October 1, 2021 to Countersignature Date, it performed services described in Exhibit "B" ("Prior Services") at the **City**'s request and in reliance on the **City**'s representations that a contract would be executed to pay for the services, and

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

(3) that the cost of Prior Services is reasonable and the services, which do not exceed \$9,000 per month were performed under the Internet Crimes Against Children Grant program.

(4) As an inducement to entering into this **Agreement**, the **City** and **Fort Bend County** desire to compromise and settle all claims **Fort Bend County** may have arising out of the **City**'s alleged failure to pay **Fort Bend County** for the Prior Services (the "Claims"). Therefore, the **City** shall pay to and **Fort Bend County** shall accept payment for all Prior Services in an amount not to exceed \$9,000 times the number of months, including the portion of any month that **Fort Bend County** performed Prior Services without payment from **City**, which sum is included in the amount of this **Agreement**, and **Fort Bend County** agrees to accept such payment to settle the Claims

against the **City**. Payment of Prior Services hereunder by the **City** is an inducement and requirement for **Fort Bend County**'s agreement to provide services under this **Agreement**. **Fort Bend County** hereby releases and discharges the **City** from all claims of any nature **Fort Bend County** might make, now or in the future, arising out of the **City's** alleged failure to pay **Fort Bend County** for the Prior Services.

3.02 **Fort Bend County** will be paid based on itemized monthly invoices submitted by **Fort Bend County** and approved by the **City** showing the actual services performed and the attendant fee. The **City** shall make payment to **Fort Bend County** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by **Fort Bend County** are disputed by the **City** for any reason, including lack of supporting documentation, the **City** shall temporarily delete the disputed item and pay the remaining amount of the invoice. The **City** shall promptly notify **Fort Bend County** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled **Fort Bend County** shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The decision of the **City** regarding all disputes involving **Fort Bend County** invoices shall be final.

3.03 The **City** and **Fort Bend County** acknowledge that during the term of this **Agreement** the amounts provided in Exhibit "A" may change as the **City's** application for renewal of Grant funding in future years is reviewed by the **Trusted Programs**. It is further understood and agreed that any application for additional Grant funds over and above those amounts shown in Exhibit "A", shall first be approved by the **City** and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES of the **Trusted Programs**. In the event this **Agreement** is extended the HPD Chief is authorized to approve changes to Exhibit "A" provided the changes do not exceed the Grant funds.

3.04 The **City's** obligation for payment under this **Agreement**, if any, is limited to the Grant funds; unless adequate funds are received, the **City** shall have no obligation to pay **Fort Bend County**. **Fort Bend County** must look to these designated funds only and to no other funds for the **City's** payment under this **Agreement**.

ARTICLE IV
SCOPE OF SERVICES

4.01 **Fort Bend County** agrees that the **Investigator** will perform those services provided in Exhibit “B”, attached hereto and incorporated herein for all purposes.

4.02 **Fort Bend County** warrants that:

(a) Services performed by the **Investigator** assigned by the **Fort Bend County** District Attorney’s Office to the **ICAC Grant** program and any property acquired for the Investigator’s use under this or any prior agreement between the **City** and **Fort Bend County** pertaining to the Grant, hereinafter referred to as the “**Equipment**” or “**Property**” are directly and exclusively devoted to the Grant program and that the amounts paid for personnel expenses are not more than **Fort Bend County**’s actual cost of same.

(b) The **Investigator** is not receiving dual compensation from **Fort Bend County** and the **City** for the same services performed under the terms of this **Agreement**.

(c) **Fort Bend County** will cooperate with the **Trusted Programs**, its agents, representatives, and employees, and any other State of Texas agency regarding any audit, investigation or inquiry concerning the **ICAC Grant**.

(d) The **Investigator** assigned to work with HPD and other law enforcement officers shall at all times, remain a Fort Bend County District Attorney’s Office employee. Such **Investigator** shall be subject to all applicable rules, regulations and procedures. Such **Investigator** shall be subject to the Fort Bend County District Attorney’s Office orders and training.

(e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the Investigator is permitted to fail to, fully and promptly comply with all **Fort Bend County District Attorney’s Office** rules, regulations, procedures and other operating policies.

4.03 **Fort Bend County** agrees to comply with the **Trusted Programs** rules, regulations, policies, guidelines and requirements of the GRANT APPLICATION AND ADMINISTRATION GUIDELINES.

ARTICLE V
OWNERSHIP OF PROPERTY

5.01 Upon termination of this **Agreement**, ownership of Property or other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

ARTICLE VI
INFORMATION/DATA

6.01 The **Fort Bend County District Attorney's Office** shall keep all materials prepared hereunder and all **City** data it receives in strictest confidence excluding those documents and records filed in the Courts. The **Fort Bend County District Attorney's Office** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.

6.02 **Fort Bend County**, except as otherwise required by law, shall make no announcement or release of information concerning this **Agreement** until such release has been submitted to and approved in writing by the **City** and the **Trusted Programs**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing or related to the Grant program, such material shall clearly state that funding was provided by the **City** through a Grant from the **Trusted Programs**. Any such publicity shall be in a form approved by the **Trusted Programs** and the **City** and in accordance with State law.

6.03 The **City** shall have the right to perform, or cause to be performed, (1) audits of the books and records of the **Fort Bend County District Attorney's Office** pertaining to the **Fort Bend County District Attorney's Office's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. **Fort Bend County** shall be required to keep such books and records available for such purpose for at least four (4) years after the ceasing of its performance under this **Agreement** and to insure the availability, usability and safety of such records. The location of such records shall be disclosed to the **City** upon request. The location of such records shall not affect the time for bringing a cause of action, nor the applicable statute of limitations.

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

ARTICLE VII
INSURANCE AND LIABILITY

7.01 The **City** and **Fort Bend County** are both governed by the Texas Tort Claims Act, §101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. (Vernon 20191 & Supp.202116), which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the **City** and **Fort Bend County**. Each party to this **Agreement** warrants and represents that it is insured under a commercial insurance policy or self- insured for all claims falling within the Texas Tort Claims Act.

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

ARTICLE VIII
COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

ARTICLE IX
AMENDMENTS

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

ARTICLE X
LEGAL CONSTRUCTIONS

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

ARTICLE XI
ENTIRE AGREEMENT

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

ARTICLE XII
LIABILITY

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

ARTICLE XIII
NOTICES

13.01 Each Party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this **Agreement** shall do so in writing and shall use one of the following methods of

delivery, each of which, for purposes of this **Agreement**, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

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

Fort Bend County: **Fort Bend County District Attorney’s Office**
Attn: District Attorney
301 Jackson St.
Richmond, Texas 77469

City: **Houston Police Department**
Attn: Lt. Fredrick C. Croft
1200 Travis
Houston, Texas 77002

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

13.03.01 If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.03.02 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE XIV
ASSURANCES

14.01 By signing below, **Fort Bend County** and **City** make the certifications and assurances as required in Exhibit “C” Assurances.

ARTICLE XV
ANTI-BOYCOTT OF ISRAEL

15.01 Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this **Agreement** not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ARTICLE XVI
ZERO TOLERANCE POLICY FOR HUMAN TRAFFICKING AND
RELATED ACTIVITIES

16.01 The requirements and terms of the **City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities**, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this **Agreement** for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the CPO, City Attorney, and the Director of any information regarding possible violation by Contractor or its subcontractors providing services or goods under this **Agreement** within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

ARTICLE XVII
PRESERVATION OF CONTRACTING INFORMATION

17.01 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this **Agreement** and the Contractor agrees that this **Agreement** can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this **Agreement**, then for the duration of this **Agreement** (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this **Agreement** as provided by the records retention requirements applicable to the **City** pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this **Agreement** that is in the custody or possession of Contractor. Upon the expiration or termination of this **Agreement**, Contractor shall, at the Director's election, either (a) provide, at no cost to the **City**, all Contracting Information related to this **Agreement** that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this

Agreement as provided by the records retention requirements applicable to the **City** pursuant to federal or state law or regulation, city ordinance or **City** policy.

17.02 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this **Agreement**. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this **Agreement**, and promptly cancel all orders or subcontracts chargeable to this **Agreement**.

[INTENTIONALLY LEFT BLANK]

ARTICLE XVIII
SIGNATURES

18.01 The **City** and Fort Bend County have executed this **Agreement** in multiple copies, each of which is an original. Each person signing this **Agreement** represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this **Agreement**. Each Party represents and warrants to the other that the execution and delivery of this **Agreement** and the performance of such Party's obligations hereunder have been duly authorized, and that the **Agreement** is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this **Agreement** electronically or by electronic means and that an electronic transmittal of a

signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

DS

CITY OF HOUSTON, TEXAS



ATTEST/SEAL:

DocuSigned by:
Pat Jefferson-Daniel
2F36AB36C084B1...

Pat Jefferson Daniel, City Secretary

APPROVED:

DocuSigned by:

Troy Finner

Troy Finner, Chief of Police
Houston Police Department

APPROVED AS TO FORM:

DocuSigned by:
Mary McKeerall

Senior Assistant City Attorney
L.D. File No. 0 0 0 0 0 0 0484

APPROVED:

DS
Sylvester Turner

Sylvester Turner, Mayor

DocuSigned by:
Amanda Washington
D4243AF7BF8FF4D6...

COUNTERSIGNED BY:

DS
Chris Brown

Chris Brown, City Controller

DocuSigned by:
Sharran Nobles
E8307070491E

DATE COUNTERSIGNED:

11/21/2022

FORT BEND COUNTY

ATTEST/SEAL:

Laura Richard

Laura Richard, County Clerk



APPROVED AS TO FORM:

Anton P. Montano

Anton Montaño, Assistant County Attorney
Fort Bend County Attorney's Office

APPROVED:

K P George
County Judge K P George
K P George, County Judge

APPROVED:

Brian Middleton
Brian Middleton, District Attorney
Fort Bend County District Attorney

EXHIBIT "A"
FORT BEND COUNTY

- (1) Investigator from the Fort Bend District Attorney's Office for the period October 1, 2021– September 30, 2022

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

* Salary/Benefits- The position is 70% grant fund.

Salary/Benefits – 70%	\$82,463.00
Lease Car @\$716.00 per month x 12 months	\$8,592.00
Fuel @ \$300.00 per month x 12 months	\$3,600.00
Overtime estimated @\$500.00 per months x 12 months	\$6,000.00
Lump sum for training (registration, lodging, airfare, etc.)	\$2,500.00
Lump sum for equipment Computer, hard drives, etc.)	\$2,500.00
Total	\$105,655.00

EXHIBIT "B"
Scope of Services

ONE FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE INVESTIGATOR

This FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE Investigator will work with the members of this grant serving as a liaison between members of this unit, the FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE and other local, state and federal law enforcement agencies. This Investigator will actively participate in investigations conducted by members of this grant that overlap local law enforcement's jurisdictional lines in the State of Texas. This Investigator will assist local law enforcement officers in investigating child exploitation crimes that involve the use of the internet.

EXHIBIT "C"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply DOJ/OJJDP grant rules and UGMS.
2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee and subgrantee must insure that all information collected, assemble or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies be open to the public, except as otherwise provided by law.
5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
8. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met.
9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

13. **Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.**
14. **Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.**
15. **Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)**
16. **Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.**

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

FORT BEND COUNTY
Authorized Official

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

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I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

Sylvester Turner, Mayor
City of Houston

Date