



## Harris County, Texas

1001 Preston St., 1st Floor  
Houston, Texas 77002

### Commissioners Court

#### Request for Court Action

**File #:** 24-2329

**Agenda Date:** 4/23/2024

**Agenda #:** 278.

**Department:** Sheriff

**Department Head/Elected Official:** Ed Gonzalez

**Regular or Supplemental RCA:** Regular RCA

**Type of Request:** Grant

**Project ID** (if applicable): GY24\_TAGCENTER

**Vendor/Entity Legal Name** (if applicable): Office of the Governor, Homeland Security Grants Division

**MWDBE Contracted Goal** (if applicable): N/A

**MWDBE Current Participation** (if applicable): N/A

**Justification for 0% MWDBE Participation Goal:** N/A - Goal not applicable to request

|                      | YES                                 | NO                       | ABSTAIN                  |
|----------------------|-------------------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom S. Ramsey  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lesley Briones | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

#### Request Summary (Agenda Caption):

Request by the Sheriff's Office for approval of an interlocal agreement between Harris County and Fort Bend County for administration of the FY 2024 Texas Anti-Gang Center Program.

#### Background and Discussion:

The Texas Anti-Gang (TAG) grant program for local governments administered by the Office of Public Safety through the Office of the Texas Governor, supports regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities across the state.

#### Expected Impact:

Fort Bend County is eligible to receive \$125,000 out of the TAG Award for one investigator position.

#### Alternative Options:

There is no alternative options in the administration of this award.

#### Alignment with Goal(s):

- ☒ Justice and Safety
- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☐ Transportation
- ☐ Flooding

Presented to Commissioners Court

April 23, 2024

Approve: G/E

File #: 24-2329

Agenda Date: 4/23/2024

Agenda #: 278.

- \_ Environment
- \_ Governance and Customer Service

**Prior Court Action (if any):**

| Date       | Agenda Item # | Action Taken      |
|------------|---------------|-------------------|
| 4/4/2023   | 214           | Grant Application |
| 10/10/2023 | 223           | Grant Award       |

**Location:** Countywide

Address (if applicable):

Precinct(s): Countywide

**Fiscal and Personnel Summary**

|   |                                       |           |       |                    |
|---|---------------------------------------|-----------|-------|--------------------|
| Service Name  | Sheriff Office - Anti-Gang Initiative |           |       |                    |
|   | Current Fiscal Year Cost              |           |       | Annual Fiscal Cost |
|   | Labor                                 | Non-Labor | Total | Recurring Expenses |
| <b>Funding Sources</b>  |                                       |           |       |                    |
| <b>Existing Budget</b>  |                                       |           |       |                    |
| Grant   | \$                                    | \$        | \$    | \$                 |
| Choose an item.   | \$                                    | \$        | \$    | \$                 |
| Choose an item.   | \$                                    | \$        | \$    | \$                 |
| Total Current Budget  | \$                                    | \$        | \$    | \$                 |
| <b>Additional Budget Request</b> ( <i>Requires Fiscal Review Request Form</i> ) |                                       |           |       |                    |
| Choose an item.   | \$                                    | \$        | \$    | \$                 |
| Choose an item.   | \$                                    | \$        | \$    | \$                 |
| Choose an item.   | \$                                    | \$        | \$    | \$                 |
| Total Additional Budget Request   | \$                                    | \$        | \$    | \$                 |
| <b>Total Funding Request</b>  | \$                                    | \$        | \$    | \$                 |
| <b>Personnel</b> (Fill out section only if requesting new PCNs)                 |                                       |           |       |                    |
| Current Position Count for Service  | -                                     | -         | -     | -                  |
| Additional Positions Request  | -                                     | -         | -     | -                  |
| <b>Total Personnel</b>  | -                                     | -         | -     | -                  |

**Anticipated Court Date:** April 23, 2024**Anticipated Implementation Date (if different from Court date):****Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

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**File #:** 24-2329

**Agenda Date:** 4/23/2024

**Agenda #:** 278.

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**Contact(s) name, title, department:** Amanet Habte, Grant Analyst, Sheriff's Office

**Attachments** (if applicable): Agreement, Order

ORDER OF COMMISSIONERS COURT  
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the 23rd day of April, 2024 with all members present except none.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
BETWEEN HARRIS COUNTY AND FORT BEND COUNTY FOR DISTRIBUTION OF  
FUNDS THROUGH THE TEXAS ANTI-GANG GRANT PROGRAM

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

|                        | Yes                                 | No                       | Abstain                  |
|------------------------|-------------------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom Ramsey, P.E. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lesley Briones   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

1. The Harris County Judge is authorized to execute an interlocal agreement between Harris County and Fort Bend County. The agreement provides procedures and obligations related to the receipt, distribution, and compliance reporting for a grant from the Texas Anti-Gang Division of the Governor’s Office.
2. The Harris County Sherriff’s Office will implement the terms and conditions of the agreement on behalf of the County. As such the Harris County Sherriff, or his designee, is authorized to do any and all things necessary convenient to accomplish the purposes of this order.

Presented to Commissioners Court

April 23, 2024

Approve: G/E



SHERIFF ED GONZALEZ

1200 Baker Street, Houston, Texas 77002 \* (346) 286-1600 \* www.sheriff.hctx.net

**TO:** Ed Gonzalez, Sheriff *Ed Gonzalez*  
**THRU:** Mike Lee, Chief Deputy *Mike Lee*  
**THRU:** Michael Lanham, Director of Finance *Michael Lanham*  
**THRU:** Brendan Fullem, Finance Administrator *Brendan Fullem*  
**THRU:** Brian Schmitz, Grant Manager *Brian Schmitz*  
**FROM:** Amanet Habte, Grant Analyst  
**DATE:** Tuesday, April 09, 2024  
**SUBJECT:** FY 2024 Texas Anti-Gang Center Fort Bend County Interlocal Agreement

The Grants Management Office is requesting authorization to submit to Commissioners Court an Interlocal Agreement between Harris County and Fort Bend County for the administration of the FY 2024 Texas Anti-Gang Center Grant. Harris County agrees to serve as the applicant/fiscal agent for the award period, and agrees to provide \$125,000.00 from the TAG Award for the qualified project.

This grant has no statutory cash match requirements and will require no local discretionary funding.

Your consideration in this matter is greatly appreciated.

Regards,

*Amanet Habte*

Amanet Habte  
Grant Analyst

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND FORT BEND  
COUNTY FOR THE DISTRIBUTION OF FUNDS THROUGH  
THE TEXAS ANTI-GANG GRANT PROGRAM**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS         §

This Agreement is entered into by and between Harris County, a body politic and corporate under the laws of the State of Texas ("Harris County") and Fort Bend County, a body politic and corporate under the laws of the State of Texas ("Fort Bend County"). The parties to this Agreement are referred to herein as a "Party" and collectively as "Parties."

***Recitals***

The Texas Anti-Gang Grant Program ("TAG"), grant program for local governments administered by the Office of Public Safety through the Office of the Texas Governor, supports regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities across the state.

The Houston Area TAG Center has, on its behalf and the Parties hereto, received a grant in the amount of \$35,707,163.36 (the "TAG Award") for the period from September 1, 2023 through August 31, 2024 ("Award Period"). Fort Bend County has been notified that it is eligible to receive a collective total of \$125,000 (the "Fort Bend Award") out of the TAG Award pursuant to the following for cost reimbursement for the salary and benefits associated with the hiring and employment of one investigator to serve as a liaison between Fort Bend County and the Houston Area TAG Center during the Award Period.

Harris County has agreed to serve as the applicant/fiscal agent for the Award Period, and agrees to provide Fort Bend County the Allocated Award pursuant to the terms and conditions herein.

This Interlocal Agreement is made pursuant to the authority granted by and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov't. Code Ann. §§791.001 *et. seq.*

NOW, THEREFORE, in consideration of the promises contained herein, the sufficiency of which is acknowledged by the Parties, Harris County and Fort Bend County mutually agree to the following:

***Terms***

1.01 Harris County agrees to pay Fort Bend County \$125,000.00 from the TAG Award for cost reimbursement of the salary and benefits associated with the hiring and employment of one investigator serving as a liaison between Fort Bend County and the Houston Area TAG Center during the Award Period. To the extent applicable, Fort Bend County agrees to comply with the following regarding the receipt and allocation of funds from the TAG Award: (i) the Texas Administrative Code, (ii) the Texas Grant Management Standards, (iii) any specific grant

conditions of the TAG Award, attached hereto as Exhibit "B", and made a part hereof throughout the Award Period. Fort Bend County agrees to submit proper documentation of eligible costs to Harris County, in the manner required by the Texas Anti-Gang Grant Program, within 30 days of it having incurred such costs.

2.01 This Agreement commences on the date it is fully executed by all Parties and terminates at the conclusion of the grant closeout period, which is 90 days after August 31, 2024, unless the grant period is extended by the State of Texas.

3.01 All Parties acknowledge and agree that, to the extent permitted by Texas law, the applicable provisions of the Texas Grant Management Standards developed by the Texas Comptroller's Office are hereby incorporated by reference into this Agreement. All Parties also agree to comply with all other applicable federal and state laws and regulations, including but not limited to the grant expenditure guidance pursuant to the TAG Award.

4.01 The Parties agree to comply with all reporting requirements of the TAG grant. A copy of such requirements is attached as Exhibit "A" and incorporated herein by reference for all purposes. Both Parties agree to coordinate regarding reporting deadlines for the joint submission of any required programmatic and financial reports. The Parties agree to retain all receipts and documents associated with the TAG for not less than four years following the official notification of the grant closure.

4.02 In addition to compliance with those terms and conditions of Section 4.01, the Parties agree to comply with the following:

a. This grant will be administered by the Harris County Sheriff's Office as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of the grant.

b. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download,

complete and then upload the CEO/Law Enforcement Certifications and Assurances certifying compliance with federal and state immigration enforcement requirements.

c. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cyber Security Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application/grant. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

5.01 Harris County agrees to promptly draw down awarded funds and pay Fort Bend County its incurred costs within 30 days of receipt of proper documentation evidencing such costs having been incurred.

6.01 The Notice address for Fort Bend County for this program:

Brian Middleton  
District Attorney  
Fort Bend County District Attorney's Office  
301 Jackson Street  
Richmond, TX 77469  
(281) 341-4460

6.03 The Notice address for Harris County for this program:

Ed Gonzalez  
Harris County Sheriff  
1200 Baker St.  
Houston, TX 77002  
(713) 755-6044

7.01 Unless otherwise specified, this Agreement may be amended by written instrument executed on behalf of Fort Bend County, by order of the Fort Bend Commissioners Court, on behalf of Harris County, by order of the Harris County Commissioners Court.

8.01 Each Party will be responsible for its own acts of negligence. Where any injury or property damage result from the joint or concurring negligence of the Parties, liability, if any, shall be shared by each Party on the basis of comparable 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.

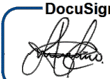
**IN WITNESS WHEREOF**, this instrument has been executed on behalf of each Party by a duly authorized representative such Party in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and 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 according to 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.

*Signatures Follow on Succeeding Pages*

**HARRIS COUNTY**

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE

By: Gina Boul For:  
Randy Keenan  
Assistance County Attorney  
C.A File No: 23GEN3380

DocuSigned by:  
  
By: 266C1B1FCB5A4DC...  
Lina Hidalgo  
Harris County Judge

Date: April 23, 2024

**HARRIS COUNTY SHERIFF'S OFFICE**

By: Ed Gonzalez  
Ed Gonzalez  
Harris County Sheriff

Date: 4/10/2024

FORT BEND COUNTY

ATTEST:

By: Laura Richard  
Laura Richard, County Clerk



By: KP George  
KP George  
Fort Bend County Judge

Date: March 25, 2024  
Approved in Commissioner Court on March 12, 2024

Date: March 25, 2024  
\*Approved by Commissioners Court on March 12, 2024

FORT BEND COUNTY  
DISTRICT ATTORNEY'S OFFICE

By: Brian M. Middleton  
Brian M. Middleton  
District Attorney

Date: March 4, 2024

## EXHIBIT A

### TEXAS STANDARD ASSURANCES

**Byrd Anti-Lobbying Amendment:** Respondent certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Respondent to conduct such lobbying activities, Respondent shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Respondent acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

**Child Support Obligation:** Respondent represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant 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. A bid or an application for a contract, grant, or loan paid from state funds must include 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 submitting the bid or application."

**Clean Air Act and Federal Water Pollution Control Act:** Respondent represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**Compliance with Laws, Rules, and Requirements:** Respondent represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Respondent represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Respondent, the more restrictive requirement applies.

**Contract Oversight:** Respondent represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**Cybersecurity Training Program:** Respondent represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

**Debarment and Suspension:** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**Debts and Delinquencies:** Respondent agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

**Disaster Recovery Plan:** In accordance with 13 Texas Administrative Code § 6.94(a) (9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.

**Disclosure of Violations of Federal Criminal Law:** Respondent represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

**Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations:** Respondent represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations

**Discrimination Prohibited:** In accordance with Section 2105.004 of the Texas Government Code, Respondent represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**Dispute Resolution:** The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

**Excluded Parties:** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**Executive Head of a State Agency:** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the Agency, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the Agency, or (3) a person who employs a current or former executive head of the Agency.

**Federal Solid Waste Disposal Act:** Respondent represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**Funding Limitation:** Respondent understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

**Governing Law and Venue:** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

**Indemnification: RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**Law Enforcement Agency Grant Restriction:** If Respondent is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Respondent represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

**Legal Authority:** Respondent represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Respondent's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Respondent to act in connection with the Response and to provide such additional information as may be required.

**Limitations on Grants to Units of Local Government:** Respondent acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following: (i) Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; (ii) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and (iii) Sections 2113.012 and 2113.101 of the Texas Government Code.

**Lobbying Expenditure Restriction:** Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures. Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**Conflicts of Interest:** Respondent represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Respondent represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Respondent represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure

requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Respondent shall promptly notify Agency.

**No Waiver of Sovereign Immunity:** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

**Open Meetings:** If the Respondent is a governmental entity, Respondent represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

**Political Polling Prohibition:** Respondent represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**Public Camping Ban:** Respondent certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Respondent is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Respondent must immediately disclose the lawsuit and its current posture to the Agency

**Texas Public Information Act:** Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**Reporting Compliance:** Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

**Records Retention:** Respondent represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Agency reserves the right to direct a Respondent to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Respondent must include the substance of this clause in all subawards and subcontracts. Respondent shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Respondent to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Respondent must include the substance of this clause in all subawards and subcontracts:

**Reporting Suspected Fraud and Unlawful Conduct:** Respondent represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**Rights to Inventions Made Under a Contract or Agreement:** Respondent represents and warrants that it will comply with the requirements of 37 CFR Part 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements") and any implementing regulations issued by the awarding agency, if Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the Respondent wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement."

**State Auditor's Right to Audit:** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Subaward Monitoring:** Respondent represents and warrant that it will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.