17.h

JIM LEITNER
FIRST ASSISTANT

CRIMINAL JUSTICE CENTER
1201 FRANKLIN, SUITE 600
HOUSTON, TEXAS 77002 1901

PATRICIA R. LYKOS
District Attorney
Harris County, Texas

October 27, 2009

Honorable County Judge and
Members of Commissioners Court
Administration Building
1001 Preston Avenue
Houston, Texas 77003

Dear Members of Commissioners Court:

It is respectfully requested that this office be authorized to accept funding provided in the Grant Contract #1018415 between The Office of the Attorney General and the Harris County District Attorney's Office, for one year beginning October 1st, 2009.

Harris County shall receive and not to exceed a total of $125,898.00 under this agreement covering salary and fringe benefits for one Internet Crimes Against Children Task Force Prosecutor.

Thank you for your consideration.

Sincerely,

Patricia R. Lykos

Vote of the Court:	Yes	No	Abstain
Judge Emmett	☑	☐	☐
Comm. Lee	☑	☐	☐
Comm. Garcia	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Eversole	☑	☐	☐

Presented to Commissioner's Court
OCT 27 2009
APPROVE L/E
Recorded Vol____ Page____

HARRIS COUNTY
MANAGEMENT SERVICES
09 OCT 22 AM 9:00

Us - orig ltr + odn + copy b/4
Dist Atty - copy ltr cc odn + org b/4
Aud. copy
Rm. copy
Budget (Heather) copy

Grant

Telephone (713) 755 - 5800

Facsimile (713) 755 - 6865

HARRIS COUNTY, TEXAS

Office of Budget Management 1310 Prairie, Suite 530 Houston, Texas 77002 (713) 755-3301

Grants Coordination Section - Conveyance Form

Application [ ] Award [X]

Department Name / Number	DUNs	Grant Title
H/C DISTRICT ATTORNEY - 545	072206378	Internet Crimes Against Children (ICAC) Task Force - '09/'10

Funding Source: U.S. Department of Justice: CFDA# 16.800	**Grant Agency:** Texas Office of the Attorney General
Program Year: 1 st	**Program Ending:**
Grant Begin Date: 10/01/2009	**Grant End Date:** 12/21/2010
Grant Org. Key:	**If applicable, Prior Year Org. Key:** N/A

Grant Description:

Funded by the Office of Justice Programs' Office of Juvenile Justice and Delinquency Prevention through the American Reinvestment and Recovery Act of 2009, the Recovery Act Internet Crimes Against Children (ICAC) Initiatives provides funds to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. The task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	$ 125,898.00	$ 125,898.00	$ 0.00
Non - Labor	$ 0.00	$ 0.00	$ 0.00
Sub Tot. Incremental Cost	**$ 125,898.00**	**$ 125,898.00**	**$ 0.00**
Indirect Cost	$ 0.00	$ 0.00	$ 0.00 *
TOTALS	**$ 125,898.00**	**$ 125,898.00**	**$ 0.00**

* under development

Full Time Equivalent Positions 1.00

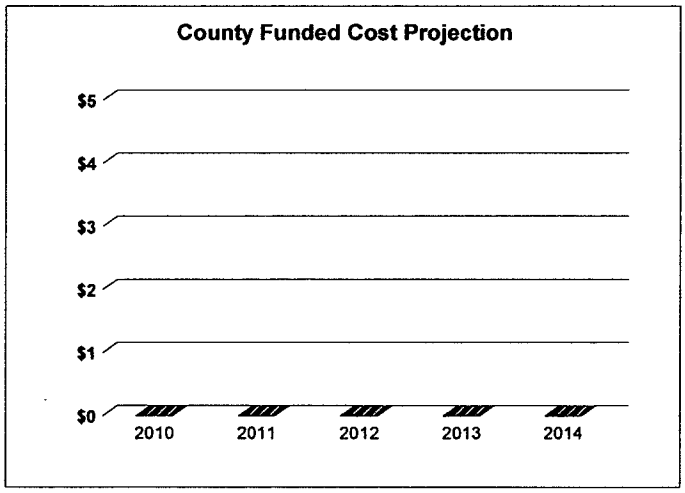
% of Positions Paid by Grant 100.00%

Date Grant Guidelines are Available

Grant Submittal Deadline Date

GCS Discussion:

The application for this grant program was not presented to Commissioners Court. The Texas Office of the Attorney General (OAG) is a recipient of the Recovery Act ICAC grant, and these two agreements between the OAG and the District Attorney's Office will allow the Department to join the OAG's ICAC Task Force and to receive grant funding in the amount of $125,898 for the salary and benefits of one ICAC Task Force Prosecutor.



Required Match per Grant Discretionary Cash Match

Completed by : Cadow, Eric **Date :** 10/21/09

Reviewed by : **Date :** 10/21/09

County Auditor's Form 1290
Harris County, Texas (02/03)

GCS545-3522

ORDER

STATE OF TEXAS

COUNTY OF HARRIS

On this 27th day of October, 2009, the Commissioners Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner Lee, seconded by Commissioner Eversole, duly put and unanimously carried,

IT IS ORDERED that County Judge Ed Emmett, and he is hereby, authorized to accept from the United States Department of Justice via the Office of the Attorney General of Texas, the following funds for the Grant described below for the Harris County District Attorney's Office:

Grant Contract Between
The Office of the Attorney General
And the Harris County District Attorney's Office
OAG Contract No. 1018415

Funding: $125,898.00

Grant Period: October 1st, 2009 through December 31st, 2010.

Said Notice is incorporated therein by reference and made a part hereof for all intents and purposes as if set out in full word for word.

In the event of loss or misuse of funds, the Commissioners Court of Harris County, Texas, assures that the funds will be returned in full.

Vote of the Court:	Yes	No	Abstain
Judge Emmett	☑	☐	☐
Comm. Lee	☑	☐	☐
Comm. Garcia	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Eversole	☑	☐	☐

Presented to Commissioners Court
Date OCT 27 2009
Recorded Volume _____ **Page** _____

Presented to Commissioner's Court
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APPROVE _____
Recorded Vol _____ Page _____

County Auditor's Form 3441
Harris County, Texas (REV. 08/08)

POSITION CHANGE REQUEST FORM

1. Department Name/ORG Code: DISTRICT ATTORNEY / 545
2. Reason for the Request:

Requires Commissioners Court Approval	Requires Department Head or Designee Approval
☑ New Position Requested	☐ Position Title Change Only
☐ Increase the Budget Maximum	☐ GL ORG. Key Change
☐ Department Reorganization	☐ Division Change
☐ Transfer Position	☐ JL Key Change
☐ Decrease the Budget Maximum	☐ JL Object Change
☐ Change Pos Hrs/Status	☐ Ledger Code Key Change
☐ Car Allowance Change	
☐ End Position *(Date)* _____	

Position Requested Effective Date *([1]See NOTE below)*: 11/07/2009

Grant Effective Date *(If applicable)*: 10/01/2009 to 12/31/2010

If all changes listed apply to multiple positions you may list all position numbers to which the changes apply on the back or on a separate attached worksheet.

3. **Current Position Title** (If Applicable):	4. **New Position Title:** Number of positions 1 ASSISTANT DISTRICT ATTORNEY
Current Position Number:	New Position Number *(HRRM Use Only)*:
Ledger Code:	Ledger Code: HC
GL Key:	GL Key: (to be issued upon CC approval)
Division:	Division: 5456
JL Key:	JL Key: A371000000
JL Obj:	JL Obj: DEF54500
Pos Stat: ☐Reg 32+ ☐Reg 32- ☐PT ☐Temp ☐Model	Pos Stat: ☑Reg 32+ ☐Reg 32- ☐PT ☐Temp ☐Model
Duration of Hrs per year:	Duration of Hrs per year: 2080
Required Hrs per Wk:	Required Hrs per Wk: 40 8 5
Budget Maximum: ☐HR ☐MTH	New Budget Maximum: $7,829.00 ☐HR ☑MTH
Max. Car Allowance:	Max. Car Allowance: $0.00

IF APPLYING FOR A NEW JOB TITLE (a title not previously used in the department), ATTACH A JOB DESCRIPTION WHICH DEFINES: MINIMUM QUALIFICATIONS; JOB DUTIES; SUPERVISORY REQUIREMENTS AND JOB HEIRARCHY (what position does the job report to and what department jobs are equivalent/similar in responsibility). If job title has previously been used DO NOT attach a job description.

Requested By:	Approved By:
Signature (Dept. Head/Designee) 10-27-09 Date	Governing Board (if applicable) Date

APPROVALS

Job Title Assigned (HRRM): _____ EEOC Code: _____

Job Code Assigned (HRRM): _____ WC Code: _____ Census Code: _____

Date Approved by Commissioners Court: 10/27/2009

[1]NOTE: Upon Commissioners Court or Board approval, the information is to be forwarded to Management Services – Human Resources for recording in the County's Payroll/Personnel System. The position change will ordinarily be effective on the latter of the first day of the pay period following approval or date requested.

MEMORANDUM OF UNDERSTANDING
Between
THE OFFICE OF THE ATTORNEY GENERAL of TEXAS
And
HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1018415

This Memorandum of Understanding (MOU) is executed between the Office of the Attorney General of Texas (OAG) and Harris County District Attorney's Office (DEPARTMENT) for certain grant funds. The Office of the Attorney General and Harris County District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. MISSION OF THE OAG

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (OJJDP) has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, investigate and prosecute Internet crimes against children. The ICAC program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to state and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education.

The OAG is designated by the OJJDP as the Regional Contact for the "Texas, Southern ICAC Task Force". The OAG is a recipient of an OJJDP ICAC grant. The OAG utilizes the ICAC grant funds to administer and operate an ICAC Task Force. The mission of the OAG's ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting Internet Crimes Against Children, and (3) provide community education regarding the prevention of Internet crimes against children.

SECTION 2. PURPOSE OF THE MOU

The purpose of this MOU is to formalize the working relationship between the OAG and the DEPARTMENT. This MOU delineates the responsibilities and expectations of the parties. By signing this MOU, the DEPARTMENT agrees to join the OAG ICAC Task Force for the primary purpose of vigorously and properly investigating Internet Crimes Against Children. By joining the OAG ICAC Task Force, the DEPARTMENT will benefit from grant resources, joint operations, and extensive training opportunities. By entering into this MOU, the OAG will benefit from the investigative support by DEPARTMENT.

SECTION 3. INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other OAG ICAC Task Force members. Investigations will follow guidelines established by each party's agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC operational standards is cause for termination of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in ICAC Task Force investigations are not in the best interest of the Task Force.

SECTION 4 DEPARTMENT'S DUTIES AND RESPONSIBILITIES

The DEPARTMENT will ensure the following activities:

A. Only sworn DEPARTMENT law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OAG.

B. Conduct reactive investigations where subjects are associated with the DEPARTMENT's jurisdiction, including investigations of child pornography, CYBERTIP referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, and direct observations of suspicious behavior, public complaints, or other appropriate sources.

C. Record and document all undercover online activity and any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

D. Provide agents assigned to the ICAC Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

E. Locate its ICAC investigators in secured space provided by DEPARTMENT with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of the DEPARTMENT ICAC Task Force personnel, with restricted access to authorized personnel only.

F. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

SECTION 5 SUPERVISION; COMPLIANCE WITH REGULATORY AND LICENSING BODIES

The DEPARTMENT will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its investigators and personnel assigned to the ICAC Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

The DEPARTMENT agrees that it and its investigators and personnel have obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this MOU. THE DEPARTMENT agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 6 NO EMPLOYMENT RELATIONSHIP WITH THE OAG; LIABILITY

The DEPARTMENT expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of OAG be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG.

To the extent allowed by law, the DEPARTMENT is responsible for all types of claims whatsoever due to their own actions or performance or inactions under this MOU, including, but not limited to, the use of automobiles (or other transportation), taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

SECTION 7 REPORTING STATISTICS

Using the reporting form provided by the OAG, the DEPARTMENT shall submit monthly statistics to the OAG on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th calendar day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, the DEPARTMENT'S report will include detail reporting on the basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by the DEPARTMENT. The OAG will then be responsible for all required reporting to OJJDP.

SECTION 8 TRAINING

The DEPARTMENT shall make investigators designated as ICAC Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The DEPARATMENT will support the on-going training needs of its ICAC investigators and personnel to maintain their competency and currency.

SECTION 9 CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating OAG ICAC Task Force members or other law enforcement agencies where necessary or as otherwise authorized by federal and/or state law.

Section 10 Term of MOU

This MOU shall be effective on October 1, 2009 and will continue in effect until terminated by either party.

Section 11 Termination of MOU

Either Party, at its sole discretion, with or without cause, may terminate this MOU upon thirty (30) calendar day written notice to the other party. Reasons for the OAG to terminate this MOU, include, but are not limited to failure of DEPARTMENT to accept and/or investigate cybertips, failure of DEPARTMENT to report statistics to the OAG, failure of DEPARTMENT to adhere to national ICAC program's Operational and Investigative Standards, or failure of DEPARTMENT to not exercise reasonable efforts to support the on-going training needs of its ICAC investigators and personnel to maintain their competency and currency.

Section 12 Signatures

The Parties stipulate and agree that the signatories hereto are signing, executing and performing this MOU only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL OF TEXAS	HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE
_____	_____
Printed Name: _____	Printed Name: _____
Office of the Attorney General	Authorized Official
Date: _____	Date: _____

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1018415

This grant contract is executed between the Office of the Attorney General (OAG) and Harris County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Harris County District Attorney's Office (may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The Internet Crimes Against Children (ICAC) Task Force Program, United States Department of Justice, Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention, seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multi-jurisdictional, multi-agency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment.

The federal funds made available in this grant program to the GRANTEE are authorized by the **American Recovery and Reinvestment Act of 2009 (Public Law 111-5)** (Recovery Act) and by the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008, (P.L. 110-401, codified at 42 U.S.C. §§17601 - 17616). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on October 1, 2009 and shall terminate December 31, 2010, unless it is terminated earlier or extended in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Cooperative Agreement for Award Number 2009-SN-B9-K060. The GRANTEE will comply with the terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number 2009-SN-B9-K060, (OAG Award Document), as well as the applicable provisions of the OAG ICAC Grant Application or OAG Award Document as supplemented, amended or adjusted.

3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions. The GRANTEE's budget is attached as Exhibit A.

The grant project narrative is as follows:

> Harris County District Attorney's Office - Funding will be used for one ICAC Task Force Prosecutor's Salary and Fringe.

The Special Conditions, including the OAG Award Document, are attached as Exhibit B.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, and outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract. The OAG, at its sole discretion, may supplement, amend or adjust the Special Conditions attached to this contract.

SECTION 4 REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish written procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information; Immediate Notification and Correction and Inaccuracies. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG. GRANTTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the correction information to the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate

determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 ICAC Semiannual Progress Reports, including Outcome Measure Reports. GRANTEE will support the OAG in its progress reporting requirements, including the reporting requirements of outcome measures. The OAG is required to report, within 30 days after the end of the reporting periods, certain outcome measures. The semiannual reporting periods end on the last day of June and December each year. The OAG will establish deadlines for the GRANTEE to meet its requirement to report to the OAG.

GRANTEE shall report data to the OAG on the following outcome measures:

a. Number of CyberTipLine referrals received and investigated;
b. Number of indictments obtained on CyberTipLine referrals;
c. Number of convictions obtained on CyberTipLine referrals;
d. Number of online solicitation of a minor (or its equivalent) arrests;
e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
f. Number of online solicitation of a minor (or its equivalent) convictions obtained;
g. Total number of ICAC-related arrests during reporting period;
h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
l. Percent increase in computer forensic examinations completed by ICAC task forces; and
m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to nonmember law enforcement agencies.

4.2.2 ICAC Task Force Program Monthly Performance Measures. GRANTEE will support the OAG in its reporting requirements of ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures, which shall include additional supporting data elements, include, but are not limited to, the following:

a. Complaints;
b. Case Information;
c. Goals;
d. Court Actions;
e. Technical Assists;
f. Training; and
g. Community Outreach Presentations.

4.2.3 ICAC Annual Reports. GRANTEE will support the OAG in its reporting requirements of the following measures:

a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
b. Investigation and prosecution performance measures of the task force, including:
    1. the number of investigations initiated related to Internet Crimes Against Children;
    2. the number of arrests related to Internet Crimes Against Children; and
    3. the number of prosecutions for Internet Crimes Against Children, including-
        i. whether the prosecution resulted in a conviction for such crime; and
        ii. the sentence and the statutory maximum for such crime under State law.
c. The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
e. The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
f. The number of computer forensic examinations that the task force completed.
g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

4.2.4 Recovery Act Section 1512(c) Reporting. GRANTEE is required to support the OAG in accurately and timely providing data elements to the OAG, to meet the reporting deadlines regarding the data elements relating to Recovery Act funds under Section 1512(c) of the Recovery Act. The OAG is required to report certain data elements not later than ten calendar days after the end of each calendar quarter. The four quarters end on the last day of December, March, June and September each year.

GRANTEE AGREES TO REPORT 1512(c) DATA ELEMENTS TO THE OAG ON OR BEFORE THE 4TH CALENDAR DAY AFTER THE END OF EACH REPORTING QUARTER. THEREFORE, GRANTEE AGREES AND GRANTEE SHALL SUBMIT ACCURATE AND COMPLETE 1512(c) DATA ELEMENTS, ON OR BEFORE JANUARY 4, APRIL 4, JULY 4, AND OCTOBER 4, TO THE OAG.

Section 1512(c) reporting items, including the following data elements:

> (1) the total amount of recovery funds received from that agency;
> (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
> (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
> (A) the name of the project or activity;
> (B) a description of the project or activity;
> (C) an evaluation of the completion status of the project or activity;
> (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
> (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
> (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

4.2.5 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.6 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.

Record of Reimbursement. GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

Equipment Inventory Report. GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit, via email, to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2010 and on or before May 31, 2011 for an grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Final Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) working day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Recovery Act - Separate Tracking and Reporting of Recovery Act Funds and Outcomes. GRANTEE agrees to track, account for, and report on all funds from this grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate. Accordingly, the accounting systems of the GRANTEE must ensure that funds from this Recovery Act award are not commingled with funds from any other source. GRANTEE further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

4.3.11 Executive Order RP-70. Pursuant to Executive Order RP-70, GRANTEE is encouraged, but not required, to post any open positions funded by this grant on workintexas.com.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 7; 11; and 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not

limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

7.6 Recovery Act Audit Provisions. In addition to these audit provisions, GRANTEE agrees to fully cooperate with any auditor in relation to any activity related to this contract. GRANTEE understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), the Texas State Auditor's Office (SAO), the OAG, and any other federal or state designated auditor or representative shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this grant award, including such records of any subrecipient, contractor, or subcontractor. GRANTEE also understands and agrees that DOJ, the GAO, the SAO, the OAG, or any other federal or state designated auditor or representative are authorized to interview any officer or employee of the GRANTEE (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this grant award.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for

expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the invoices submitted during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular A-110 relating to administrative requirements; and OMB Circular A-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, ___14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification,

disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records relating to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

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

11.9 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.10 Recovery Act Special Conditions. Special Conditions apply to this contract. GRANTEE's signature on this contract will be considered agreement to each of the Special Conditions, shown on Exhibit B, as attached and incorporated herein. In particular, the Special Conditions imposed by the Grant Award, specifically applicable are Special Conditions Numbers 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34. GRANTEE agrees to work closely with the OAG to coordinate the activities to comply with these Special Conditions.

11.11 Catalog of Federal Domestic Assistance Number. The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.800, titled "Recovery Act – Internet Crimes Against Children (ICAC) Initiatives."

11.12 MOU between OAG and GRANTEE. The OAG and GRANTEE will have in place a Memorandum of Understanding that outlines the duties and responsibilities as a member of the Internet Crimes Against Children Task Force. GRANTEE agrees to comply with the approved Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including Exhibits A and B. This contract, including Exhibits A and B reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B, which are attached and incorporated herein.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL OF TEXAS	**HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE**
_____	_____
Printed Name: _____	Printed Name: _____
Office of the Attorney General	Authorized Official
Date: _____	Date: _____

EXHIBIT A

GRANT CONTRACT
BETWEEN THE OFFICE OF THE ATTORNEY GENERAL
AND HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1018415

Maximum Liability of the OAG. The OAG and GRANTEE agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

The total amount of this contract shall not exceed **ONE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED NINETY EIGHT AND 00/100 ($125, 898) DOLLARS.**

Consistent with Section 2 of this contract, the contract shall begin on October 1, 2009 and shall terminate December 31, 2010, unless it is terminated earlier in accordance with another provision of this contract.

Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**Amount**
Personnel	$ 93,928
Fringe Benefits	$ 31,970
Professional & Contractual Services	$ 0
Travel	$ 0
Equipment	$ 0
Supplies	$ 0
Other Direct Operating Expenses	$ 0
Total	**$ 125,898**

Exhibit A contains the initial controlling budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. The Parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The Parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

EXHIBIT B

GRANT CONTRACT
BETWEEN THE OFFICE OF THE ATTORNEY GENERAL
AND HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE

OAG Contract No. 1018415

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG at this time. GRANTEE's signature on this contact will be treated as a signature agreement for each of the 20 pages of the Special Conditions, as attached.

In addition to the Special Conditions identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The Special Conditions that apply to this contract are:

- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Special Conditions of the Cooperative Agreement (OAG Award Document), 2009-SN-B9-K060.**
  - Twelve (12) pages.

- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights, federal civil rights laws, as provided in letter dated May 21, 2009 to Texas Office of the Attorney General.**
  - Two (2) pages.

- **Department of Justice, Office of Justice Programs, Standard Assurances.**
  - Five (5) pages.
  - GRANTEE will complete and sign this document with this contract.

- **Department of Justice, Office of Justice Programs, Certifications.**
  - One (1) page.
  - GRANTEE will complete and sign this document with this contract.

Department of Justice
Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2009-SN-B9-K060

This project is supported under FY09 Recovery Act (OJJDP-ICAC Initiatives) Pub. L. No. 111-5, 42 USC 17601-17617

1. STAFF CONTACT (Name & telephone number)

Christopher Holloway
(202) 305-9838

2. PROJECT DIRECTOR (Name, address & telephone number)

Melissa Foley
OAG Grants Coordinator
PO Box 12548
Austin, TX 78711-2548
(512) 463-0826

3a. TITLE OF THE PROGRAM

OJJDP FY 09 Recovery Act Internet Crimes Against Children Task Force Program Grants Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Internet Crimes Against Children Task Force Program Southern Texas

5. NAME & ADDRESS OF GRANTEE

Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 04/01/2009 TO: 03/31/2013

8. BUDGET PERIOD

FROM: 04/01/2009 TO: 03/31/2013

9. AMOUNT OF AWARD

$ 1,479,141

10. DATE OF AWARD

05/21/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Texas Office of the Attorney General ICAC Task Force ($1,479,141.00) will use ARRA grant funding to support a prosecutor, a legal assistant, and one new investigator. The prosecutor and legal assistant would prepare cases for federal or state court to fully prosecute those individuals that use technology to victimize children. The new investigator would increase the TX OAG's ability provide forensic examinations.

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by the Providing Resources, Officers, and Technology to Eradicate Cyber Threats to Our Children Act of 2008, (P.L. 110-401, codified at 42 USC 17601 - 17616) ("the PROTECT Act"). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Internet Crimes Against Children (ICAC) Task Force Program seeks to maintain and expand State and regional ICAC task forces to address technology-facilitated child exploitation. These task forces work collaboratively as a national network of law enforcement and prosecutorial agencies that prevent, interdict, and investigate Internet crimes against children. The program requires existing task forces to develop multijurisdictional, multiagency responses to such offenses by providing funding and other support to State and local law enforcement agencies as a means to help them acquire the necessary knowledge, personnel, and equipment.

NCA/CF

Department of Justice
Office of Justice Programs
Office of Juvenile Justice and Delinquency Prevention

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

4. AWARD NUMBER: 2009-SN-B9-K060

5. PROJECT PERIOD: FROM 04/01/2009 TO 03/31/2013
BUDGET PERIOD: FROM 04/01/2009 TO 03/31/2013

6. AWARD DATE 05/21/2009

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000057

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Internet Crimes Against Children Task Force Program Southern Texas

10. AMOUNT OF THIS AWARD $ 1,479,141

11. TOTAL AWARD $ 1,479,141

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY09 Recovery Act (OJJDP-ICAC Initiatives) Pub. L. No. 111-5, 42 USC 17601-17617

15. METHOD OF PAYMENT
PAPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Laurie Robinson
Acting Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Eric Nichols
Deputy Attorney General for Criminal Justice

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Ed Emmett
COUNTY JUDGE ED EMMETT

19A. DATE
OCT 27 2009

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
9	B	SN	70	00	00		1479141

21. ISNTGT0130

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, 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 written approval of OJP.

5. RECOVERY ACT – Conflict with Other Standard Terms and Conditions
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.

6. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.

7. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

SPECIAL CONDITIONS

8. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

SPECIAL CONDITIONS

9. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons and with the concurrence of OJP. OJP will not unreasonably withhold concurrence. All successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

10. No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.

11. ICAC Annual Reports
The recipient agrees to submit annual reports to OJP that set forth the following:
(A) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
(B) Investigation and prosecution performance measures of the task force, including--
(i) the number of investigations initiated related to Internet crimes against children;
(ii) the number of arrests related to Internet crimes against children; and
(iii) the number of prosecutions for Internet crimes against children, including--
(I) whether the prosecution resulted in a conviction for such crime; and
(II) the sentence and the statutory maximum for such crime under State law.
(C) The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
(D) Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
(E) The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
(F) The number of computer forensic examinations that the task force completed.
(G) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force.

12. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

13. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

14. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:

a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.

b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.

SPECIAL CONDITIONS

15. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on line-through the Internet at https://grants.ojp.usdoj.gov/.

16. RECOVERY ACT – Access to Records; Interviews
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

17. RECOVERY ACT – One-time funding
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.

18. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes
The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

19. RECOVERY ACT – Subawards – Monitoring
The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

20. RECOVERY ACT – Subawards – DUNS and CCR for Reporting
The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

SPECIAL CONDITIONS

21. RECOVERY ACT - Quarterly Financial Reports
The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at https://grants.ojp.usdoj.gov) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report from (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.

22. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients
(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

SPECIAL CONDITIONS

23. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.
(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The recipient shall notify the OJP program manager of submission of its section 1512(c) report at the time the report is submitted per (d) above. Notification to OJP may be either by submission of a copy of the section 1512(c) data report, or (if not practicable) by electronic notification to the OJP program manager confirming submission of the report. Failure to provide the required notification to OJP will be deemed a failure to report under section 1512(c).

24. RECOVERY ACT – Provisions of Section 1512(c)
The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--
(1) the total amount of recovery funds received from that agency;
(2) the amount of recovery funds received that were expended or obligated to projects or activities; and
(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
(A) the name of the project or activity;
(B) a description of the project or activity;
(C) an evaluation of the completion status of the project or activity;
(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
(E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

SPECIAL CONDITIONS

25. RECOVERY ACT – Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under 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 Recovery Act funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

mail:
Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

26. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)
The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

27. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)
The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

28. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)
The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

SPECIAL CONDITIONS

29. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)
The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.

SPECIAL CONDITIONS

30. RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

31. RECOVERY ACT – NEPA and Related Laws
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

32. RECOVERY ACT – Misuse of award funds
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

33. RECOVERY ACT – Inapplicability of General Non-supplanting Requirement to this Award
The recipient understands that, for purposes of this award, the general non-supplanting requirement of the OJP Financial Guide (Part II, Chapter 3) does not apply.

34. RECOVERY ACT – Additional Requirements and Guidance
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

May 21, 2009

Mr. Eric Nichols
Texas Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

Dear Mr. Nichols:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person 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 in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

_____

_____

2. Application Number and/or Project Name:

_____

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

_____

_____

5. Signature 6. Date

OMB APPROVAL NO. 1121-0140
EXPIRES 06/30/2009

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C.§ 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Ed Emmett m

Signature Date COUNTY JUDGE ED EMMETT

OCT 2 7 2009

Date