



**RE: FY 2024 Internet Crimes Against Children (ICAC) Sub-Recipient Grant Contract**

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**Contract Number: C-01284**

**Grantee: Corpus Christi Police Department**

**Amount: \$28,410.00**

**Executed: 1/11/2024 | 2:55 PM CST**

**Term: January 1, 2024 – August 31, 2024**

**Budget Coding:**

<b>ORG</b>	<b>PCA</b>	<b>Agy Obj</b>
<b>885</b>	<b>15900</b>	<b>7611</b>

# GRANT CONTRACT

OAG Contract No. C-01284

This grant contract is executed between the Office of the Attorney General (OAG) and Corpus Christi Police Department (GRANTEE) for certain grant funds. The OAG and GRANTEE 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 OAG, as the regional contact for the task force known as “Texas, Southern ICAC Task Force”, (hereinafter the “OAG ICAC Task Force”) receives funding from the OJP to provide grants to local law enforcement agencies that are affiliates of the task force in order to address technology-facilitated child exploitation. Pursuant to the terms of a Memorandum of Understanding (MOU) between the parties, the GRANTEE became a member of the OAG ICAC Task Force. The purpose of this Contract is to provide reasonable contractual controls to ensure that the public purposes of the grant provided to GRANTEE are achieved.

## SECTION 2 TERM OF THE CONTRACT

This contract shall begin on January 1, 2024, and shall terminate August 31, 2024, 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 15PJDP-21-GK-03802-MECP.** The GRANTEE will comply with all 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 **15PJDP-21-GK-03802-MECP**, (OAG Award Document) and as attached hereto as Exhibit C and incorporated by reference, as well as the applicable provisions of

the OAG ICAC Grant Application (“Grant Application”) or OAG Award Document as supplemented, amended or adjusted. Specifically, GRANTEE’s compliance with the applicable “Special Conditions” identified in the OAG Award Document are a material requirement of the grant award made hereunder. Failure to comply with any one or more of the Special Conditions, whether a condition set out in full below, a condition incorporated by reference herein, or a certification or assurance related to conduct during the award period, may result in the OAG and/or to the extent federal funds are expended in this grant, the OJP in taking appropriate action which may include but is not limited to OAG and/or OJP withholding award funds, disallowing costs, or suspending or terminating the grant award. Additionally, the GRANTEE shall comply with all terms and conditions as set forth and required in the MOU between the OAG and GRANTEE, OAG Contract Number 2214039-01 (the “Task Force MOU”) attached hereto as Exhibit D and incorporated herein by reference.

### **3.2 Establishment of Final Project Budget; Grant Project Narrative; Special Conditions.**

**3.2.1 Final Project Budget.** The GRANTEE’s budget is attached as Exhibit A. The OAG, at its sole discretion, may adjust GRANTEE’s budget, targets, outputs, outcomes and/or any other items as deemed appropriate by the OAG, at any time, during the term of this Contract.

**3.2.2 Grant Project Narrative.** The GRANTEE’s Project Narrative is as follows:

To support certain Internet Crimes Against Children (ICAC) travel, supplies, and other direct operating costs.

GRANTEE hereby certifies that the information provided by GRANTEE in the Grant Application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein. The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes.

**3.2.3 Special Conditions.** The Special Conditions, including the OAG Award Document, are attached as Exhibit B. 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 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. GRANTEE will immediately notify the OAG in the event GRANTEE discovers that any previously submitted information was inaccurate and forward the corrected 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.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with original signature. To change a Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**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 including financial and programmatic policies and procedures to ensure 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 appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by 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 Semi-Annual Statistical (Performance) 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 semi-annual 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.

**4.2.2 Contents of Semi-Annual Statistical Reports.** GRANTEE shall report data to the OAG on the following outcome measures on the reporting deadlines established by OAG:

- 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 non-member law enforcement agencies.

**4.2.3 ICAC Task Force Program Monthly Performance Measures.** GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures shall contain, at a minimum, the following additional supporting data elements:

- a. Complaints;
- b. Case Information;
- c. Goals;
- d. Court Actions;
- e. Technical Assists;
- f. Training; and

- g. Community Outreach Presentations.

**4.2.4 ICAC Annual Reports.** GRANTEE will support the OAG in its annual reporting requirements. The OAG will establish the GRANTEE's annual reporting deadlines 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 Attorney's 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 non-member 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.

**4.2.5 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances by GRANTEE from the projected performance required by this Contract or the Task Force MOU. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the 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 also shall make available at reasonable times and for reasonable periods 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 Grant Budgets.** With regard to the use of funds pursuant to this Contract, GRANTEE will immediately review the annual budget as established in this Contract.

**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 (also referred to as “financial status report”) 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/financial status report 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 request for reimbursement/financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit the following reports to the OAG not later than the earlier of (a) twenty (20) calendar days after termination of the contract, or (b) twenty (20) calendar days after the contract end date. The year-end reports shall include the following:

- a. **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.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds, GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.
- c. **Additional Fiscal Reports.** GRANTEE shall submit any other additional fiscal report in the form and manner as may be requested by OAG.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEES that are required to undergo

a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG if requested. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close Out 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 (20<sup>th</sup>) of each month, or if the 20<sup>th</sup> 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 to be received by the OAG not later than twenty (20) calendar days after termination of this Contract.

**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 which shall be available to the OAG at all times upon request; however, a title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with



grant funds so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Contract, it shall use the proceeds to repair or replace said equipment.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment with funds from this Contract, and to the extent it is allowed by federal or state law, GRANTEE agrees that upon termination of the Contract, title to or ownership of all such purchased equipment, 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.

## **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 obligated 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.

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.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final narrative included in Section 3.2.2 above, such alteration or change may only be achieved by a written, duly executed amendment to this Contract.

**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. The OAG and GRANTEE 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 unless a written amendment to this Contract is first executed. GRANTEE agrees that nothing in this Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees 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 and the spending authority of the OAG for the purpose of this Contract. **GRANTEE agrees that, notwithstanding any other provision of this Contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required by the state to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Contract.**

## **SECTION 6 TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Contract without recourse, liability or penalty, upon written notice to the other party at least thirty (30) calendar days before the effective date of such termination.

**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, or if the OAG receives financial reporting which indicates high financial risk, 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 its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Contract: Sections 4, 5, 7; 11; and 12.

## **SECTION 7 AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements 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 federal government 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 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursements. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, 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.

**7.3 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available 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 other entity, person, or contractor receiving fund directly under this Contract or through a subcontract under this Contract to likewise permit access to, inspection of, and reproduction of all books, records and other relevant information of the entity, person or contractor 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.

**7.4 State Auditor.** In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**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.

## **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.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded. The manner of delivery may be subject to change during the term of the Contract, in the sole discretion of the OAG.

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement and inventory reports, must be submitted in the manner directed by the OAG. OAG will provide the required manner of delivery after the grant is awarded. The manner of delivery may be subject to change during the term of the Contract, in the sole discretion of the OAG.

## **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 that 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, indicators of financial risk, or reports of conflict of

interest or potential/actual fraud, waste, and abuse, 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 expenses incurred 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, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating 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 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, 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 TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.2 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. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Contract.

**10.3 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE represents and warrants that performance under the Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend 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. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its 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 its performance under this Contract.

**10.4 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, and will remain, 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, the Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code, section 2271.002, GRANTEE represents and warrants that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6 Law Enforcement Agency Grant Restriction.** If GRANTEE is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, GRANTEE represents and warrants that under article IX, section 4.01 of the General Appropriations Act, GRANTEE will not use appropriated money unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement (TCOLE), or TCOLE certifies that GRANTEE is in the process of achieving compliance.

**10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Contract, and except as provided by that Act, funds may not be distributed under this Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

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

## **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 owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. 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 the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, 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.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**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 written consent from the OAG. This section is not intended to 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 developed or produced out of funds obtained under this Contract, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Contract is 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 support 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, Assignment, or Delegation Without Prior Written Approval of OAG.** GRANTEE may not subcontract, delegate, or assign any of its rights or duties under this Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any



duty under this Contract, and the OAG may withhold its approval for any reason or no reason. In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Contract to the extent necessary 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). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this Contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 Merging Entities.** If GRANTEE merges with an organization that is currently receiving ICAC grant funds for the same purpose, directly from the OAG, and the merger is completed during the current the Contract term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges or is absorbed by a non-OAG funded organization, GRANTEE's Contract will be terminated. The non-OAG funded organization cannot seek the funding of the dissolving organization for the current grant period.

**11.10 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.

**11.11 Governing Law; Venue.**

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

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; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.12 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.13 Business with Iran, Sudan, or Terrorist Organizations.** GRANTEE hereby represents and warrants that it does not, and shall not for the duration of this Contract, engage in any business operations, including but not limited to acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce with Iran, Sudan or a foreign terrorist organization, or as otherwise prohibited by Section 2252.152 of the Texas Government Code.

**11.14 No Use of Grant Money for Lobbying.** GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG's payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the Contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.15 Child Support Obligation Affirmation.** Under Section 231.006 of the Texas Family Code, GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified grant, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

**11.16 Limitations on Grants to Units of Local Government.** GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code.

**11.17 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of Texas Government Code shall be used by GRANTEE to resolve any dispute arising under this Contract including specifically any alleged breach of the Contract by OAG.

**11.18 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list

authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.

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

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

**11.21 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract or grant funding and acknowledges that the Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.22 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract or grant funding and acknowledges that this Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.23 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract or grant funding and acknowledges that this Contract may be terminated and all payments withheld if this certification is inaccurate.

**11.24 Cybersecurity Training Programs.** GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

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

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

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

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

**11.29 COVID-19 Documentation.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, GRANTEE represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

**11.30 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.** In accepting this grant, the GRANTEE:

a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if GRANTEE learns or GRANTEE is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OAG.

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

**11.32 Disaster Recovery Plan.** Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.33 Discrimination Prohibited.** To the extent applicable, in accordance with Section

2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.34 Force Majeure.** Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

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

**11.36 MOU between OAG and GRANTEE.** The OAG and GRANTEE will have in place a MOU that outlines the duties and responsibilities of GRANTEE as a member of the ICAC Task Force. GRANTEE agrees to comply with the approved Department of Justice, OJP, Office of Juvenile Justice and Delinquency Prevention ICAC Task Force Operational and Investigative Standards.

## **SECTION 12 FEDERAL FUNDING TERMS AND CONDITIONS**

**12.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

**12.2 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 16.543, titled “Missing Children’s Assistance.”

**12.3 Byrd Anti-Lobbying Amendment.** To the extent applicable, GRANTEE certifies that no federal appropriated funds have been paid or will be paid to any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by GRANTEE to conduct such lobbying activities, GRANTEE shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), GRANTEE acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

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

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

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

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

**12.8 No Conflicts of Interest (Federal).** GRANTEE represents and warrants its compliance with the OJP's conflict of interest policies in accordance 2 CFR § 200.112.

**12.9 Records Retention (Federal).** GRANTEE represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. OAG reserves the right to direct a GRANTEE to retain documents for a longer period of time or transfer certain records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subawards and subcontracts.

#### **12.10 Special Provisions Due to Federal Funding.**

**12.10.1 Source of Federal Funds.** The source of funds for this Contract are federal funds, specifically, the ICAC Task Forces, conducted in accordance with Federal grant programs funded under the CFDA No. 16.543 Missing Children's Assistance.

**12.10.2 Applicable Certifications and Assurances and other Provisions Due to Federal Funding.** GRANTEE agrees to comply with all relevant federal requirements under the applicable federal grant program. GRANTEE agrees to comply with terms of the “Super Circular” (2 CFR Chapters I and II) in the event they are applicable to this award funded with federal funds.

## **SECTION 13 CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**13.1 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.

**13.2 Entire Agreement, including All Exhibits.** This Contract, including all exhibits, reflects 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 related to such subject matter. By executing this Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Contract, including all exhibits.

**13.3 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.

**13.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of the Grant Contract will continue in full force and effect.

**13.5 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.


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

**13.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

**13.8 False Statements.** GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.**

**OFFICE OF THE ATTORNEY  
GENERAL OF TEXAS**

DocuSigned by:  
  
F33DA093DEBC4E9...

Printed Name: Josh Reno  
Office of the Attorney General

**Corpus Christi Police Department**

DocuSigned by:  
  
4FD0BD74E9244B6...

Printed Name: Captain Trenade Paddock-Roberts  
Authorized Official



## GRANT CONTRACT

OAG Contract No. C-01284

### EXHIBIT A

**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 for reimbursement of all expenses, shall not exceed:

\$28,410.00.

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:

<b>Budget Category</b>	<b>Amount</b>
Travel	\$2,685.00
Equipment	\$ 0.00
Supplies	\$14,192.00
Other Direct Operating Expenses	\$11,533.00
<b>Total</b>	<b>\$28,410.00</b>

## GRANT CONTRACT

OAG Contract No. C-01284

### EXHIBIT B

### SPECIAL CONDITIONS

Special Conditions are imposed by the OAG at its sole discretion. In addition to the ones 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.

GRANTEE's signature on this contract will be treated as a signature agreement for each of the sixty-five (65) pages of the Special Conditions, as attached.

**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), 15PJDP-21-GK-03802-MECP, and any subsequent award document.**
  - Forty-five (45) pages.
- **Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Project Summary (OAG Award Document), 15PJDP-21-GK-03802-MECP.**
  - Four (4) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights, as provided in the letter to Texas Office of the Attorney General and any subsequent award document.**
  - Six (6) pages.
- **Department of Justice, Office of Justice Programs, Assurances – Standard Assurances.**
  - Three (3) pages.

# EXHIBIT B DOCUMENTS

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### ✓ Terms And Conditions



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated

at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



#### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



## OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

 **12****Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

 **13****Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

 **14****Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

 **15****Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

 **16**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters



No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following

the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

### 31

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 32

#### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 33

#### Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 34

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 35

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

### 36

Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

### 37

Within 45 calendar 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.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

## 38

### Confidential Funds

Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

## 39

### Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

## 40

### OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### 41

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

#### 42

ICAC Task Force Representation. The recipient agrees to designate one individual from its task force to attend the ICAC Task Force commander meetings during the 12-month project period.

#### 43

ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) 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.

#### 44

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

#### 45

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

#### 46

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

#### 47

All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to [www.section508.gov](http://www.section508.gov) for more detail.



OJJDP- OJJDP-Funded Webinars

The award recipient must comply with OJJDP's Webinar Guidelines, as described in the OJJDP Training and Technical Assistance (TTA) Standards at https://www.ojjdp.gov/programs/Core\_Performance\_Standards\_updated%20May%202012\_508c.pdf. At a minimum, OJJDP training and technical assistance providers shall submit to the OJJDP NTTAC information (i.e. title, description of the webinar, intended audience, panelists, etc.) 30 days in advance of all webinar events for the OJJDP NTTAC online calendar, use the approved OJJDP presentation template, and record events and send a copy of the files to OJJDP.

I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Award Acceptance

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	11/1/22 1:19 PM



**Project Title**

FY22 Southern Texas ICAC Task Force Program

**Performance Period Start Date**

10/01/2021

**Performance Period End Date**

09/30/2023

**Budget Period Start Date**

10/01/2021

**Budget Period End Date**

09/30/2023

**Project Description**

The Texas Office of the Attorney General (TX OAG) ICAC Task Force will continue to maintain, expand, and improve the Southern Texas ICAC task force's effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children and technology-facilitated child exploitation. The Southern Texas ICAC task force consists of 134 counties within the Southern Texas ICAC Region, which stretches along the Texas coastline and east toward Louisiana. ICAC grant-funded personnel are critical in addressing the increased caseload and providing investigative and forensic assistance to law enforcement in areas where expertise is required. The Texas OAG will continue training ICAC and non-ICAC personnel. Emphasis will continue to be on collaborating with law enforcement and local and federal prosecutors to support the investigation and prosecution of child predators. Additionally, mental wellness training of investigators, supervisors, and support staff remains a priority to ensure personnel are sufficiently equipped to prevent and mitigate the negative effects associated with conducting investigations involving child pornography. Progress will be measured through monthly and semi-annual reports as required by the Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP).

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**∨ Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Initial**      **Supplement 01****Supplement Award Status :**

Pending-VerifyAuthorizeRep

✓ **Award Letter**

November 3, 2022

Dear Alisha Jackson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ATTORNEY GENERAL OF TEXAS for an award under the funding opportunity entitled . The approved award amount is \$711,852.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the

OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

**Memorandum Regarding NEPA**

NEPA Letter Type

\_\_\_\_\_

NEPA Letter

NEPA Coordinator

First Name

Middle Name

Last Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

∨ **Award Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

 **Recipient Information**

**Recipient Name**

ATTORNEY GENERAL, TEXAS

**DUNS Number**

806780789

**UEI**

GHNGAZ1C6LT7

**Street 1**

300 W 15TH ST

**Street 2**

**City**

AUSTIN

**State/U.S. Territory**

Texas

**Zip/Postal Code**

78701

**Country**

United States

**County/Parish**

\_\_\_\_\_

**Province**

\_\_\_\_\_



**Award Details**

**Federal Award Date**

11/3/22

**Award Type**

Continuation

**Award Number**

15PJDP-21-GK-03802-MECP

**Supplement Number**

01

**Federal Award Amount**

\$711,852.00

**Funding Instrument Type**

CA

**Assistance Listing Number**

16.543

**Assistance Listings Program Title**

Missing Children's Assistance

**Statutory Authority**

Pub. L. No. 117-103, 136 Stat. 49, 129

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**



**U.S. DEPARTMENT OF JUSTICE**

**CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), 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. §§ 1501-1508 and 7324-7328, 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.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c) (11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c) (11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a) (3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

**Award Initial****Supplement 01****Supplement Award Status :**

Pending-VerifyAuthorizeRep

✓ **Award Letter**

November 3, 2022

Dear Alisha Jackson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ATTORNEY GENERAL OF TEXAS for an award under the funding opportunity entitled . The approved award amount is \$711,852.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the



OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

**Memorandum Regarding NEPA**

NEPA Letter Type

\_\_\_\_\_

NEPA Letter

NEPA Coordinator

First Name

Middle Name

Last Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

∨ **Award Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

 **Recipient Information**

**Recipient Name**

ATTORNEY GENERAL, TEXAS

**DUNS Number**

806780789

**UEI**

GHNGAZ1C6LT7

**Street 1**

300 W 15TH ST

**Street 2**

**City**

AUSTIN

**State/U.S. Territory**

Texas

**Zip/Postal Code**

78701

**Country**

United States

**County/Parish**

\_\_\_\_\_

**Province**

\_\_\_\_\_



**Award Details**

**Federal Award Date**

11/3/22

**Award Type**

Continuation

**Award Number**

15PJDP-21-GK-03802-MECP

**Supplement Number**

01

**Federal Award Amount**

\$711,852.00

**Funding Instrument Type**

CA

**Assistance Listing Number**

16.543

**Assistance Listings Program Title**

Missing Children's Assistance

**Statutory Authority**

Pub. L. No. 117-103, 136 Stat. 49, 129

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

**Awarding Agency**

OJP

**Application Number**

**Program Office**

GRANT13716052

OJJDP

**Grant Manager Name Phone Number**

Lou Ann Holland [202-598-0546](tel:202-598-0546)

**E-mail Address**

[lou.ann.holland@ojp.usdoj.gov](mailto:lou.ann.holland@ojp.usdoj.gov)

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**Project Title**

FY22 Southern Texas ICAC Task Force Program

**Performance Period Start Date**

10/01/2021

**Performance Period End Date**

09/30/2023

**Budget Period Start Date**

10/01/2021

**Budget Period End Date**

09/30/2023

**Project Description**

The Texas Office of the Attorney General (TX OAG) ICAC Task Force will continue to maintain, expand, and improve the Southern Texas ICAC task force's effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children and technology-facilitated child exploitation. The Southern Texas ICAC task force consists of 134 counties within the Southern Texas ICAC Region, which stretches along the Texas coastline and east toward Louisiana. ICAC grant-funded personnel are critical in addressing the increased caseload and providing investigative and forensic assistance to law enforcement in areas where expertise is required. The Texas OAG will continue training ICAC and non-ICAC personnel. Emphasis will continue to be on collaborating with law enforcement and local and federal prosecutors to support the investigation and prosecution of child predators. Additionally, mental wellness training of investigators, supervisors, and support staff remains a priority to ensure personnel are sufficiently equipped to prevent and mitigate the negative effects associated with conducting investigations involving child pornography. Progress will be measured through monthly and semi-annual reports as required by the Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP).

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**∨ Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### ✓ Terms And Conditions



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated

at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



#### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



#### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



## OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



### Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



### Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



 **12****Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

 **13****Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

 **14****Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

 **15****Requirement to report actual or imminent breach of personally identifiable information (PII)**

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

 **16**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 17

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 18

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 19

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 20

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 25

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 26

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following

the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

### 31

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 32

#### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### 33

#### Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 34

#### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 35

The Project Director and/or any other key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved by OJP, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. Changes in program personnel, other than key personnel, require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

### 36

Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

### 37

Within 45 calendar 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.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

## 38

### Confidential Funds

Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

## 39

### Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

## 40

### OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."



The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### 41

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

#### 42

ICAC Task Force Representation. The recipient agrees to designate one individual from its task force to attend the ICAC Task Force commander meetings during the 12-month project period.

#### 43

ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) 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.

#### 44

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

#### 45

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

#### 46

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

#### 47

All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to [www.section508.gov](http://www.section508.gov) for more detail.



OJJDP- OJJDP-Funded Webinars

The award recipient must comply with OJJDP's Webinar Guidelines, as described in the OJJDP Training and Technical Assistance (TTA) Standards at https://www.ojjdp.gov/programs/Core\_Performance\_Standards\_updated%20May%202012\_508c.pdf. At a minimum, OJJDP training and technical assistance providers shall submit to the OJJDP NTTAC information (i.e. title, description of the webinar, intended audience, panelists, etc.) 30 days in advance of all webinar events for the OJJDP NTTAC online calendar, use the approved OJJDP presentation template, and record events and send a copy of the files to OJJDP.

I have read and understand the information presented in this section of the Federal Award Instrument.

∨ Award Acceptance

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	11/1/22 1:19 PM

## Authorized Representative

---

Declaration and Certification

## Exhibit D

### Memorandum of Understanding

OAG Contract No. 2214039-01

This Memorandum of Understanding (“MOU”) is executed between the Parties identified below, for certain Internet Crimes Against Children (“ICAC”) Task Force activities. The Parties may be referred to in this contract individually as “Party” or collectively as “Parties.”

#### Section 1 Parties

Corpus Christi Police Department

\_\_\_\_ (“Department”)

The Office of the Attorney General of Texas (“OAG”)

#### Section 2 Mission of the OAG

The ICAC Task Force Program, created by the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, (“OJJDP”), is a national network of state and local law enforcement cybercrime units tasked with combating 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 ICAC activities. 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 3 Term of MOU

This MOU shall be effective on October 1, 2021 and will continue in effect until September 30, 2024.

#### Section 4 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 performing ICAC investigations. By joining the OAG ICAC Task Force, the Department will benefit from joint operations and extensive training opportunities.

By entering into this MOU, the OAG will benefit from the investigative support by the Department.

This MOU cancels and replaces any prior existing ICAC Task Force MOU between the Parties.

## **Section 5      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 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 6      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 the National Center for Missing and Exploited Children, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, or other appropriate sources.
- C. Record and document all undercover online activity. 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 the 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 7 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 officers and agents assigned to the 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 has 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 8 No Employment Relationship with the OAG; Liability**

The Department expressly agrees that there is no employment relationship between the Department and the OAG. Under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of the Department be considered an employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, 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 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 9 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 tenth (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 shall provide detail reporting on the basic case data 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 10 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 Department will support the on-going training needs of its investigators to maintain their competency and currency.

**Section 11 Confidentiality**

It is understood that any confidential information pertaining to ICAC investigations 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 permitted by federal and/or state law.

**Section 12 Termination of MOU**

Either Party, at its sole discretion, may terminate this MOU for convenience upon written notice to the other Party at least thirty (30) calendar days in advance of the effective date of such termination. The OAG may terminate this MOU for cause for the following reasons that include, but are not limited to, failure of Department to accept and/or investigate cyber tips, 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 exercise reasonable efforts to support the on-going training needs of its investigators to maintain their competency and currency.

**Section 13 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**

DocuSigned by:  
*Josh Reno*  
F33DA093DEBC4E9...  
\_\_\_\_\_  
Attorney General or designee

DocuSigned by:  
*Chief Mike Markle*  
798175CC091C496...  
\_\_\_\_\_  
Authorized Official  
Chief Mike Markle



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

To: Brent Dupre, Director of Law Enforcement  
Jason Anderson, Division Chief, Criminal Investigations Division  
Rustin Haby, Major, CEU, Criminal Investigations Division

From: Cody Smirl, Captain / ICAC Commander, Criminal Investigations Division

DS  
CS

Date: July 15, 2021

Subject: ICAC Affiliate Requests

In an effort to maintain the affiliate base of the Southern Texas Internet Crimes Against Children (ICAC) Task Force administered by the Office of the Texas Attorney General (OAG), I am requesting approval for agreements in the form of Memorandums of Understanding (MOU) between the Texas OAG and 60 separate municipal, county, and federal agencies. Many of the agencies are existing members of the task force with current agreements set to expire soon. As ICAC affiliates, the agencies will have access to additional resources and training, which will enhance their proactive and reactive investigative efforts. I am confident each agency, whether an existing or new member, will be an asset to the Texas OAG and the ICAC mission.

For the purpose of the requested agreements, I have provided an attachment with each agency's name, point of contact (if applicable) and authorized official. The term dates for the MOU's will be October 1, 2021 to September 30, 2024

APPROVED  
DocuSigned by:  
*Rustin Haby*  
3F83C4744CC54AE...  
Rustin Haby, Major, CEU, Criminal Investigations Division

DISAPPROVED  
7/15/2021 | 10:22 AM CDT  
Date

APPROVED  
DocuSigned by:  
*Jason Anderson*  
C88CFB4EAD07481...  
Jason Anderson, Chief, Criminal Investigations Division

DISAPPROVED  
7/15/2021 | 10:33 AM CDT  
Date

APPROVED  
DocuSigned by:  
*Brent Dupre*  
21DE7A9BD15C4CD...  
Brent Dupre, Director of Law Enforcement

DISAPPROVED  
7/15/2021 | 11:43 AM CDT  
Date



Agency/Name	Agency Contact	E-mail	Phone	Authorized Official	E-mail	Phone
229th Judicial District Attorney's Office	Inv. Ricardo Saenz	rsaenz@da.co.starr.tx.us	956-437-7425	Omar Escobar	omar_escobar@da.co.starr.tx.us	956-716-4800
Angelina County Sheriff's Office	Detective Lubby Hancock	lhancock@angelinacounty.net	936-639-8747	Sheriff Greg Sanches	gsanches@angelinacounty.net	936-639-8776
Austin Police Department	Lt. Robert Richman	robert.richman@austintexas.gov	512-974-6847	Asst. Chief Joseph Chacon	joseph_chacon@austintexas.gov	512-97-4786
Bandera County Sheriff's Office	N/A	N/A	N/A	Sheriff Daniel R. Butts	sheriff@banderacounty.org	830-796-4323
Bay City Police Department	Sergeant Chris Hadash	chadash@cityofbaycity.org	979-323-1722	Captain Christella Rodriguez	crodriguez@cityofbaycity.org	979-245-8500
Beaumont Police Department	Det. Jeff Curl	jeffrey.curl@beaumonttexas.gov	409-670-7355	Asst. Chief Jim Clay	jim.clay@beaumonttexas.gov	409-880-3881
Bell County Sheriff's Office	Major T.J. Cruz	tj.cruz@bellicounty.texas.gov	254-933-5436	Sheriff Eddie Lange	eddy.lange@bellicounty.texas.gov	254-933-5412
Bexar County Sheriff's Office	Det. Tony Kobryn	tkobryn@bexar.org	210-559-9561	Asst. Chief Deputy Ronald D. Bennett	rbennett@bexar.org	210-335-6010
Brazos County District Attorney's Office	Inv. Tiffany Graves	tgraves@brazoscountytx.gov	979-361-4331	First Asst. DA Brian Baker	bbaker@brazoscountytx.gov	979-361-4320
Burnet Police Department	Officer Brandon Burtelson	bburtelson@cityofburnet.com	512-755-6839	Chief Paul Nelson	pnelson@cityofburnet.com	830-798-4766
Corpus Christi Police Department	Capt. Donald Moore	donaldmo@cctexas.com	361-886-2656	Chief Mike Markle	MikeMa@cctexas.com	361-886-2601
Duval County Sheriff's Office	Sgt. Ricardo Carillo II	rocarillo@co.duval.tx.us	361-460-0881	Sheriff Romeo R. Ramirez	romeo.ramirez@co.duval.tx.us	361-279-3351
El Paso Police Department	Sgt. Fred Pineda	2033@elpasotexas.gov	Office 915-212-4108 Cell 915-472-6007	Deputy City Manager Dionne Mack	MacDX@elpasotexas.gov	915-212-1064
Fort Stockton Police Department	Detective Isaiah Johnson	ishjohnson@cityfs.net	432-336-4600	Assistant Chief Ernesto Velasquez	ishjohnson@cityfs.net	432-336-4604
Gatesville Police Department	N/A	N/A	N/A		ngohlke@cigatesville.tx.us	254-865-2226
Georgetown Police Department	Assistant Chief Cory J. Tchida	cory.tchida@georgetown.org	512-930-6101	Chief Wayne Nero	wayne.nero@georgetown.org	512-930-8450
Granite Shoals Police Department	N/A	N/A	N/A	Capt. Gary Boshears	police602@graniteshoals.org	830-596-3338
Hallettsville Police Department	Officer Chris Hill	chill@cityofhallettsville.org	361-798-3683	Lt. Erica Vaccaro	evaccaro@cityofhallettsville.org	361-798-3683
Harlingen Police Department	Det. Ruben Salazar	rsalazar@harlingenpolice.com	956-216-5437	Sgt. Carlos Cantu	ccantu@harlingenpolice.com	956-216-5442
Hays County Sheriff's Office	Lt. Jeri Skrocdl	jeri@co.hays.tx.us	512-393-7822	Sheriff Gary Cutler	sheriff@co.hays.tx.us	512-393-7808
Hearne Police Department				Lt. Ric Clark	ric.clark@cityofhearne.com	979-279-5333
Huntsville Police Department	Lt. Curt Landrum	clandrum@huntsvilletx.gov	936-291-5466	Chief Kevin Lunsford	klunsford@huntsvilletx.gov	936-291-5480
Jasper County Sheriff's Office	Keina McDaniel	keina.mcdaniel@co.jasper.tx.us	409-466-8580	Sheriff Mitchel Newman	Mitchel.newman@co.jasper.tx.us	409-384-5417
Jefferson County Sheriff's Office	Detective Matt Gardner	mgardner@co.jefferson.tx.us	409-835-8657	Sheriff Zena Stephens	zstephens@co.jefferson.tx.us	409-835-8411
Kendall County District Attorney's Office	First Asst. District Attorney Katherine McDaniel	katherine.mcdanie@co.kendall.tx.us	830-249-9343	Asst. District Attorney Nicholas Socias	nick.socias@co.kendall.tx.us	830-249-9343
Kendall County Sheriff's Office	Detective Anita Seamans	anita.seamans@co.kendall.tx.us	830-331-8812	Sheriff Al Auxier	al.auxier@co.kendall.tx.us	830-331-8812
Kyle Police Department	Det. Joseph Swonke	jswonke@cityofkyle.com	512-745-0737	Sgt Tracy Vrana	tvrana@cityofkyle.com	512-762-3639
Lago Vista Police Department	N/A	N/A	N/A	Capt. Jerry Reyes	jreyes@lagovistapd.com	512-267-7141
Lakeway Police Department	N/A	N/A	N/A	Chief Todd Radford	toddradford@lakeway-tx.gov	512-314-7586

Agency/Name	Agency Contact	E-mail	Phone	Authorized Official	E-mail	Phone
Lampasas Police Department	N/A	N/A	N/A	Chief Sammy Bailey	sammy@cityoflampasas.com	512-556-3644
Lufkin Police Department	Det. Jamie Jinkins	jinkins@lufkinpolice.com	936-633-0335	Chief David Thomas	dthomas@lufkinpolice.com	936-633-0300
Manor Police Department	Det. Brandon Handy	bhandy@cityofmanor.org	512-215-8405	Sgt. Craig Struble	cstruble@cityofmanor.org	512-272-8177
Marble Falls Police Department	Detective Barry Greer	bgreer@marblefalls.tx.gov	830-693-3611	Chief Mark Whitacre	mwhitacre@marblefalls.tx.gov	830-693-3611
Midland County District Attorney's Office	Investigator Michael Pool	MPool@mccounty.com	432-688-4456	District Attorney Laura Nodolf	LNodolf@mccounty.com	432-688-4411
Nacogdoches County Sheriff's Office	Inv. Brandon Lovell	blowell@nac-sheriff.com	936-560-7770	Sheriff Jason Bridges	jbridges@nac-sheriff.com	936-652-3281
Palestine Police Department	Detective Justin Carlson	jcarlson@palestine-tx.org	903-922-9796	Assistant Chief Mark Haircrow	mhaircrow@palestine-tx.org	903-731-8422
Port Arthur Police Department	Lt. Troy Lebouef	troy.lebouef@portarthurtx.gov	409-983-8650	Chief John Owens	john.owens@portarthurtx.gov	409-983-8613
Portland Police Department	Detective Corporal Zachary Soto	zschary.soto@portlandpd.com	361-438-6702	Lieutenant Jon Quade	jquade@portlandpd.com	361-777-4800
Rio Grande City Police Department	N/A	N/A	N/A	Chief Noe Castillo	ncastillo@cityofrgc.com	956-487-8892
Rockdale Police Department	N/A	N/A	N/A	Chief Jerry Meadors	jmeadors@rockdalecityhall.com	512-446-3436
San Juan Police Department	N/A	N/A	N/A	Chief Juan Gonzalez	chief@cityofsanjuantexas.com	956-223-2400
San Patricio County Sheriff's Office	Investigator Nolama Ortiz	so26@sanpatriciocountytx.gov	361-364-9665	Sheriff Oscar Rivera	orivera@sanpatriciocountytx.gov	361-364-9600
Schertz Police Department	Lt. Virgil Jones	vjones@schertz.com	210-619-1217	Chief Michael Hansen	mihansen@schertz.com	210-619-1200
Sealy Police Department	Sergeant Detective James Long	jlong@ci.sealy.tx.us	281-808-9760	Chief Jay Reeves	jreeves@ci.sealy.tx.us	979-885-2913
Southwest Independent School District Police Department	Chief of Police Richard Palomo	rpalomo@swisd.net	(210) 622-4848	Superintendent Dr. Lloyd Verstuft	lverstuft@swisd.net	(210) 622-4300
Temple Police Department	Chief Shawn Reynolds	sreynolds@templetx.gov	254-298-5552	City Manager Brynn Myers	bmyers@templetx.gov	254-298-5600
Texas Department of Public Safety Criminal Investigations Division	Major Manuel Espinosa	manuel.espinosa@dps.texas.gov	512-424-2505			
Tom Green County Sheriff's Office	Sgt. Andrew Alwine	andrew.alwine@co.tom-green.tx.us	325-227-9386	Sheriff David Jones	david.jones@co.tom-green.tx.us	325-655-8111
United States Air Force Office of Special Investigations, Detachment 408, Goodfellow Air	TSgt. Rexor Domingo	rexor.domingo@us.af.mil	325-654-3750	TSgt. Jacob A. Hardin	jacob.hardin@us.af.mil	325-654-3750
United States Air Force Office of Special Investigations, Detachment 410, Laughlin Air Force	Special Agent Tyler Gann	tyler.gann@us.af.mil	830-309-9422	Special Agent in Charge Joe Hietpas	joseph.hietpas@us.af.mil	
United States Air Force Office of Special Investigations, Joint Base San Antonio-Lackland	N/A	N/A	N/A	Commander David E. Drake, Jr.	david.drake.2@us.af.mil	210-671-5704
United States Army Criminal Investigation Command 11th Military Police Battalion (CID), Ft. Antonio, TX	Group Supervisor Eduardo Hurtado	eduardo.c.hurtado@ice.dhs.gov	512-236-6387	Special Agent Shawn D. Lowery	shawn.d.lowery4.mil@mail.mil	254-392-8051
United States Dept. of Homeland Security-ICE-San Antonio, TX	Asst. Special Agent in Charge David Picanl	david.a.picanl@ice.dhs.gov	915-856-5219	Special Agent in Charge Shane Folden	shane.m.folden@ice.dhs.gov	210-979-4901
United States Dept. of Homeland Security, U.S. ICE, Homeland Security Investigations in El Paso	Agent Devon Kiernan	devon.kiernan@uss.s.dhs.gov	512-592-1252	Special Agent in Charge Jack Staton	jack.p.staton@ice.dhs.gov	915-857-6086
United States Secret Service	Sgt. Dan Boots	dboots@vctx.com	361-574-8043	Hampton	steve.hampton@uss.s.dhs.gov	512-916-5103
Victoria County Sheriff's Office	Det. Wilmer McLeroy	wmcleroy@victoriatx.org	361-485-3748	Sheriff T. Michael O'Connor	TOConnor@vctx.org	361-574-8002
Victoria Police Department	Capt. Federico Calderon	fcalderon@webbcountytx.gov	956-754-0300	Chief Jeff Craig	jjcraig@victoriatx.org	361-485-3716
Webb County Sheriff's Office	N/A	N/A	N/A	Commander Jereme Brinkmann	jbrinkmann@wilco.org	737-240-0624

Agency/Name	Agency Contact	E-mail	Phone	Authorized Official	E-mail	Phone
Woodway Police Department	N/A	N/A	N/A	Director Yousty Zakhary	yzakhary@woodwaymail.org	254-772-4470

**Certificate Of Completion**

Envelope Id: 20AEA35860BD423391061E112B54AAAD	Status: Completed
Subject: Complete with DocuSign: FY 2024 ICAC Sub-Award Grant Contract	
Template ID:	
Template ID Usage Tracking:	
Division Designed Templates:	
Template ID Usage Tracking - List 2:	
Division Designed Templates - List 2:	
Source Envelope:	
Document Pages: 75	Signatures: 2
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Lauren Sellers
Time Zone: (UTC-06:00) Central Time (US & Canada)	PO Box 12548
	Austin, TX 78711-2548
	Lauren.Sellers@oag.texas.gov
	IP Address: 174.246.203.69

**Record Tracking**

Status: Original	Holder: Lauren Sellers	Location: DocuSign
12/29/2023 11:50:30 AM	Lauren.Sellers@oag.texas.gov	

**Signer Events**

Captain Trenade Paddock-Roberts  
 TrenadeP@ccTexas.com  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 4FD0BD74E9244B6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 64.201.137.186

**Timestamp**

Sent: 12/29/2023 12:41:58 PM  
 Viewed: 12/29/2023 2:26:10 PM  
 Signed: 1/2/2024 8:03:22 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/29/2023 2:26:10 PM  
 ID: f63dbd5c-dc78-4f2a-85e6-76bddafaddf1

Karly Watson  
 Karly.Watson@oag.texas.gov  
 Deputy Chief, Grants Administration  
 Office of the Attorney General of Texas  
 Signing Group: Grants Administration Division Chief  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 99.64.96.152

Sent: 1/2/2024 8:03:25 AM  
 Viewed: 1/3/2024 9:27:02 AM  
 Signed: 1/3/2024 9:27:05 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Jason Anderson  
 Jason.Anderson@oag.texas.gov  
 Criminal Investigations Division Chief  
 Office of the Attorney General of Texas  
 Signing Group: Criminal Investigations - Division Chief  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 204.64.24.2

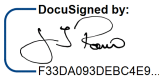
Sent: 1/3/2024 9:27:08 AM  
 Viewed: 1/3/2024 11:09:58 AM  
 Signed: 1/3/2024 11:10:32 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Scarlett Tucker  
 Scarlett.Tucker@oag.texas.gov  
 Signing Group: GCD Attorneys  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 204.64.24.2

Sent: 1/3/2024 11:10:34 AM  
 Viewed: 1/3/2024 11:21:48 AM  
 Signed: 1/3/2024 11:22:53 AM

Signer Events	Signature	Timestamp
<p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Jo Anne Osborn JoAnne.Osborn@oag.texas.gov Office of the Attorney General of Texas Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Brent Dupre Brent.Dupre@oag.texas.gov Director of Law Enforcement Signing Group: Director of Law Enforcement Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p> <p>Josh Reno Josh.Reno@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>Completed</b></p> <p>Using IP Address: 204.64.24.2</p> <p><b>Completed</b></p> <p>Using IP Address: 204.64.24.2</p> <p> F33DA093DEBC4E9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 70.129.251.66</p>	<p>Sent: 1/3/2024 11:22:56 AM Viewed: 1/5/2024 1:15:55 PM Signed: 1/5/2024 1:16:55 PM</p> <p>Sent: 1/5/2024 1:16:58 PM Viewed: 1/5/2024 1:17:34 PM Signed: 1/5/2024 1:17:39 PM</p> <p>Sent: 1/5/2024 1:17:41 PM Viewed: 1/11/2024 2:55:33 PM Signed: 1/11/2024 2:55:41 PM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<p>Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Victoria Ojeda Victoria.Ojeda@oag.texas.gov Christina Cisneros Christina.Cisneros@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 1/11/2024 2:55:43 PM</p>

Carbon Copy Events	Status	Timestamp
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GCD Contracts GCDContracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/11/2024 2:55:44 PM
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GAD Contract Box GADContracts@oag.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/11/2024 2:55:46 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/29/2023 12:41:58 PM
Certified Delivered	Security Checked	1/11/2024 2:55:33 PM
Signing Complete	Security Checked	1/11/2024 2:55:41 PM
Completed	Security Checked	1/11/2024 2:55:46 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a> . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

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