



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 15, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – April 8, 2014
- * Confirmation of committee appointments
- A) Approve a resolution approving a change order to the contract with Allco, LLC, related to the South Park Area Water and Sanitary Sewer Improvements Project
- B) Approve a resolution authorizing the City Manager to execute all documents necessary, specifically a Grant Contract between the Office of the Attorney General and the Beaumont Police Department
- C) Approve a resolution authorizing the City Manager to execute all documents necessary, specifically a Memorandum of Understanding agreement with the Department of Veteran Affairs



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Hani J. Tohme, P.E., City Utilities Director **KZ**

MEETING DATE: April 15, 2014

REQUESTED ACTION: Council consider a resolution approving a change order to the contract with Allco, LLC, related to the the South Park Area Water and Sanitary Sewer Improvements Project.

BACKGROUND

The City Council approved a contract with Allco, LLC, of Beaumont on June 4, 2013 in the amount of \$1,407,669.35. The contract will follow along the current South Park Drainage Project. The work will rehabilitate approximately 3,479 linear feet of sanitary sewer lines of various diameters, remove and replace 19 (nineteen) existing manholes, and remove and replace 8 sanitary sewer services, rehabilitate approximately 15,464 linear feet of water lines of various diameters, 18 fire hydrant assemblies, 73 gate valves of various sizes, 72 short side services, 51 long side services, and related appurtenances.

The proposed change order will increase the contract amount by \$12,226.00 to replace approximately 541 LF of existing 6" diameter concrete sanitary sewer line. The original plans proposed the work to be performed by pipebursting methods. However, due to a conflict with the proposed storm sewer construction, the sanitary sewer line will be relocated and installed by direct bury methods.

Previous actions include:

Resolution 13-122 in the amount of \$1,407,669.35 was approved by City Council on June 4, 2013.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. One (1)
Date: 4/15/2014

PROJECT: City of Beaumont, Texas
South Park Area Water and Sanitary Sewer Improvements

OWNER: City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77704

CONTRACTOR: Allco
PO Box 3684
Beaumont, Texas 77704

TO THE OWNER: Approval of the following contract change is requested.

Reason for Change: Replace approximately 541 LF of existing 6" concrete sanitary sewer main on East Lavaca St from MLK Parkway to the railroad tracks by direct bury methods instead of pipebursting the line in place.

ORIGINAL CONTRACT AMOUNT: \$ 1,407,669.35

THIS CHANGE ORDER

Description: Net Change

Add:

Demolition and replacement of storm drain inlet	\$ 1,600.00
Removal and replacement of concrete pavement	\$ 3,850.00
Relocation and reinstallation of site fencing	\$ 6,400.00
Materials, labor, and equipment for installing 10" PVC sanitary sewer line and related appurtenances	\$ 43,772.50

Deduct:

Bid Item 4 - 10" sanitary sewer pipe bursting 541 LF @ \$59.50/LF	\$ (32,189.50)
Bid Item 11 - Remove & replace manhole 2 EA @ \$3,710.00/EA	\$ (7,420.00)
Bid Item 16 - Clean & TV existing sanitary sewer lines	\$ (2,164.00)
Bid Item 17 - Clean & TV newly bursted sanitary sewer lines	\$ (1,623.00)

TOTAL AMOUNT OF THIS CHANGE ORDER **\$ 12,226.00**

TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: **\$ 1,419,895.35**

CONTRACT TIME

Original Contract Time:	270	Calendar Days
Additional Time requested for This Change Order	0	Calendar Days
Revised Contract Time per this Change Order:	270	Calendar Days

CONDITION OF CHANGE:

"Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed."

Recommended by:  City of Beaumont City Utilities Director Date: <u>4/9/2014</u>	Approved by: _____ City of Beaumont Owner Date: _____	Accepted by: _____ Allco, Ltd. Contractor Date: _____
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P. O. Box 3684, Beaumont, Texas 77704 Phone: 409-860-4459 Fax: 409-860-3857
Email: allco@allco.com

April 8, 2014

City of Beaumont
1350 Langham Road
Beaumont, Texas 77707
Attn: Molly Villarreal, P.E.

Re: City of Beaumont - South Park Water and Sewer
ALLCO Project No. TX-720

Dear Molly:

Please find below, revised pricing as requested for the 10" sanitary sewer line located on East Lavaca. The plans originally called for this line to be pipe burst, however due to the re-alignment of the 10 x 6 box culvert storm sewer, this existing line will be removed. This pricing is based on revised plans received from you, with a new routing for the 10" sanitary sewer. We have priced 10" SDR 26 ASTM 3034 pipe for this since it is an open cut installation. Credit is included on items from the contract which will not be installed. Further breakdown is detailed below as per our conversation.

Labor, including payroll taxes	\$ 14,213.00
Material	22,853.00
Equipment	5,595.00
Inlet demo & replacement	1,600.00
Concrete paving break-out	469.00
Pour back concrete paving	3,381.00
Fencing relocation & reinstallation	<u>6,400.00</u>
	\$ 54,511.00
Bid Item 4 - 10" pipe bursting	
\$59.50/LF x 541 LF	(32,189.50)
Bid Item 11 - Remove/replace manhole	
\$3710.00/EA x 2 EA	(7,420.00)
Bid Item 16 - Clean & TV existing lines	
\$4.00/LF x 541 LF	(2,164.00)
Bid Item 17 - Clean & TV new lines	
\$3.00/LF x 541 LF	<u>(1,623.00)</u>
	\$ 11,114.50
Overhead & Profit	<u>1,111.50</u>
	\$ 12,226.00

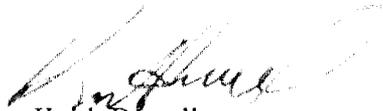
Molly Villarreal, P.E.
April 8, 2014
Page 2

This pricing includes the temporary Lamar fence relocation, as well as permanent installation when pipe installation is finished. We also include stabilized sand backfill under paving (Lavaca turning lane), break-out of concrete and patching of concrete paving. The turning lane is not included in the South Park Drainage Project paving replacement. This pricing also includes replacement of the inlet adjacent to the turning lane on Lavaca. This inlet was not to be replaced in the Drainage Project.

Let me know if you have any questions or need further information.

Sincerely,

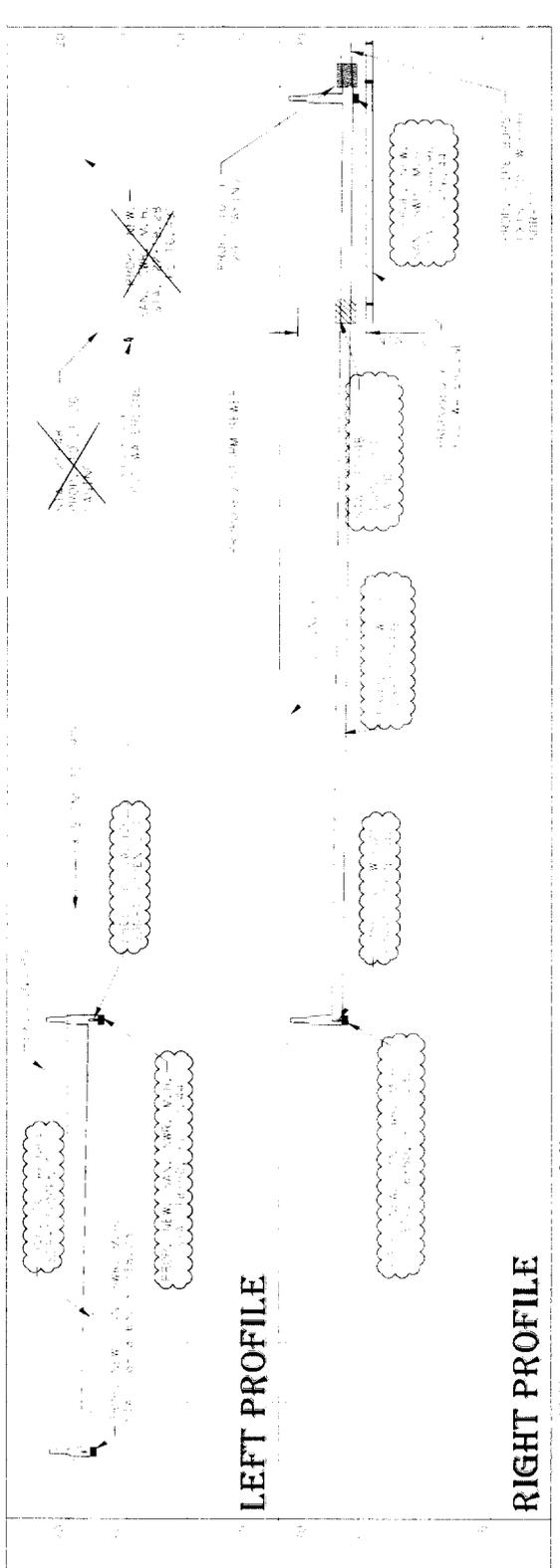
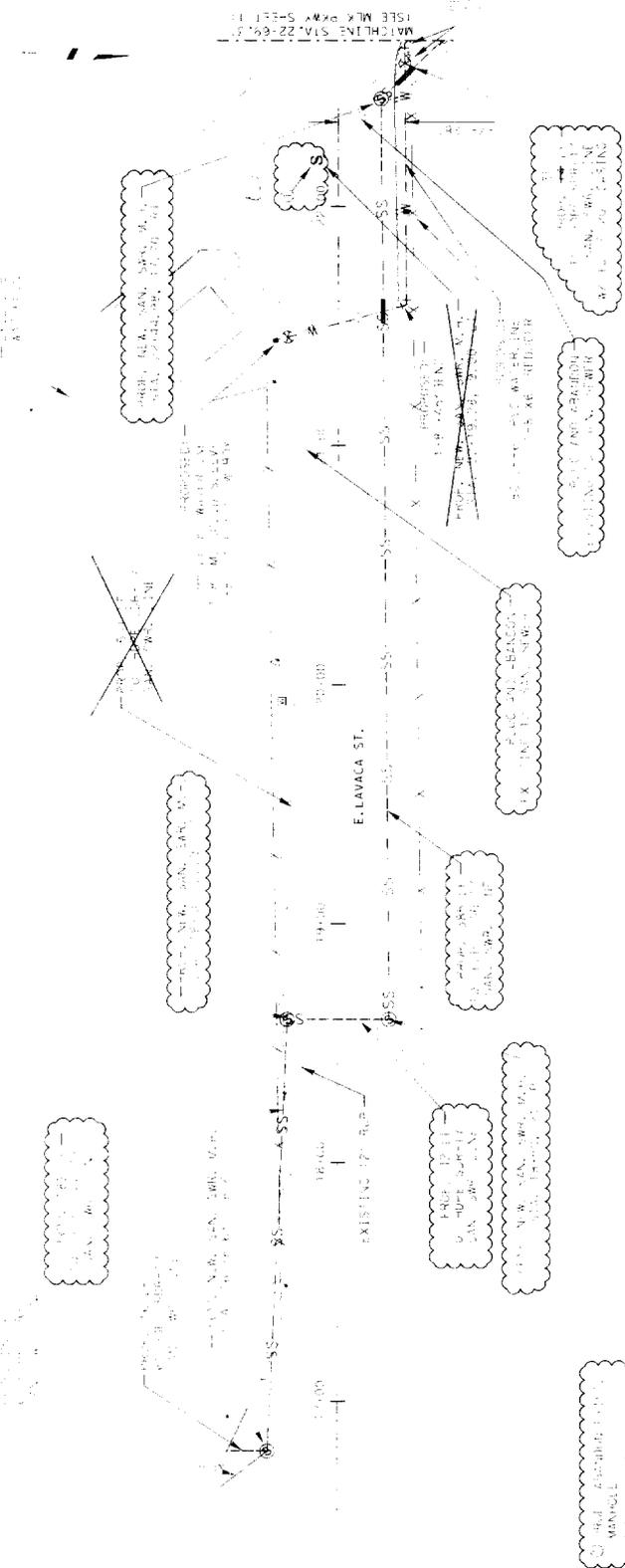
ALLCO LLC



Keith Burrell

LEGEND

- PROPOSED
- EXISTING
- W
- S
- CHANGE ORDER 1



ROBERT L. BAUFOR, P.E.
 17414 HIG. 10003
 *FOR REPAIR ONLY
 NOT FOR BIDDING,
 PERMITS, OR
 CONSTRUCTION



PLAN/PROFILE
 EAST LAVACA

DATE	11/11/06
PROJECT	17414 HIG. 10003
SCALE	AS SHOWN
BY	R.L.B.
CHECKED	R.L.B.
APP. DATE	11/11/06

RESOLUTION NO.

WHEREAS, on June 4, 2013, the City Council of the City of Beaumont, Texas, passed Resolution No.13-122 awarding a contract in the amount of \$1,407,669.35 to Allco, Ltd., of Beaumont, Texas, for the South Park Area Water and Sanitary Sewer Improvement Project; and,

WHEREAS, Change Order No. 1 in the amount of \$12,226 is required to replace approximately 541 linear feet of existing 6" diameter concrete sanitary sewer line by direct bury method rather than pipebursting the line in place, thereby increasing the contract amount to \$1,419,895.35;

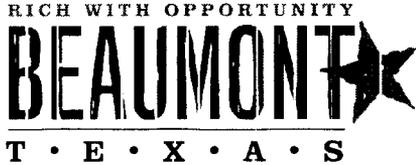
NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1 in the amount of \$12,226 for additional work described above, thereby increasing the contract amount to \$1,419,895.35 for the South Park Area Water and Sanitary Sewer Improvement Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of April, 2014.

- Mayor Becky Ames -



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Charles W. Jeffcoat, Assistant Chief of Police

MEETING DATE: April 15, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary, specifically a Grant Contract between the Office of the Attorney General and the Beaumont Police Department.

BACKGROUND

The Internet Crimes Against Children (ICAC) Task Force was created to help State and Local law enforcement agencies enhance their investigative response to offenders who use the internet, online communication systems, or other computer technology to sexually exploit children. The program is currently composed of regional Task Force agencies funded by the United States Office of Juvenile Justice and Delinquency Prevention. The Training and Technical Assistance Program was established to assist these agencies with training and technical assistance in support of their Internet Crimes Against Children initiatives.

FUNDING SOURCE

Approval of this Grant contract between the Office of the Attorney General and the Beaumont Police Department will provide \$14,198 of funding to be allocated for training and operating expenses. There is not a match requirement.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Grant Contract with the Office of the Attorney General of Texas for the Internet Crimes Against Children (ICAC) Task Force to provide training and technical assistance in support of their Internet Crimes Against Children initiatives. Said Grant Contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of April, 2014.

- Mayor Becky Ames -

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
BEAUMONT POLICE DEPARTMENT**

OAG Contract No. 1449354

This grant contract is executed between the Office of the Attorney General (OAG) and Beaumont Police Department (GRANTEE) for certain grant funds. The Office of the Attorney General and Beaumont Police Department 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 purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on March 1, 2014 and shall terminate May 31, 2014, 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 2012-MC-FX-K047. The GRANTEE will comply with the terms and conditions as set forth and required in the Cooperative Agreement between the OAG and the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, Award Number **2012-MC-FX-K047**, (OAG Award Document), as well as the applicable provisions of the OAG ICAC Grant Application or OAG Award Document as supplemented, amended or adjusted.

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

The grant project narrative is as follows:

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

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

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

SECTION 4 REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall 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 correction information to the OAG.

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

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

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

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.

Contents of Semi-Annual Statistical Reports. GRANTEE shall report data to the OAG on the following outcome measures:

- a. Number of CyberTipLine referrals received and investigated;
- b. Number of indictments obtained on CyberTipLine referrals;
- c. Number of convictions obtained on CyberTipLine referrals;
- d. Number of online solicitation of a minor (or its equivalent) arrests;
- e. Number of online solicitation of a minor (or its equivalent) indictments obtained;
- f. Number of online solicitation of a minor (or its equivalent) convictions

- obtained;
- g. Total number of ICAC-related arrests during reporting period;
- h. Number of partner agencies that sign memorandum certifying compliance with ICAC program guidelines;
- i. Number of investigative technical assistance sessions that ICAC task force provides to non-member law enforcement agencies;
- j. Number of computer forensic technical assistance examinations that ICAC task forces provide to non-member law enforcement agencies;
- k. Percent increase in arrests related to technology-facilitated child sexual exploitation and Internet Crimes Against Children;
- l. Percent increase in computer forensic examinations completed by ICAC task forces; and
- m. Percent increase in investigative technical assistance sessions provided by ICAC task forces to nonmember law enforcement agencies.

4.2.2 ICAC Task Force Program Monthly Performance Measures. GRANTEE will support the OAG in its reporting requirements of the ICAC Task Force Program Monthly Performance Measures. The OAG will establish the GRANTEE's monthly reporting deadlines. The Performance Measures, which 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.

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

- a. Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.
- b. Investigation and prosecution performance measures of the task force, including:
 - 1. the number of investigations initiated related to Internet Crimes Against Children;
 - 2. the number of arrests related to Internet Crimes Against Children; and
 - 3. the number of prosecutions for Internet Crimes Against Children, including-
 - i. whether the prosecution resulted in a conviction for such crime; and

- ii. the sentence and the statutory maximum for such crime under State law.
- c. The number of referrals made by the task force to the United States Attorneys office, including whether the referral was accepted by the United States Attorney.
- d. Statistics that account for the disposition of investigations that do not result in arrests or prosecutions, such as referrals to other law enforcement.
- e. The number of investigative technical assistance sessions that the task force provided to nonmember law enforcement agencies.
- f. The number of computer forensic examinations that the task force completed.
- g. The number of law enforcement agencies participating in Internet Crimes Against Children program standards established by the task force.

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

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

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

4.3 Financial Matters

4.3.1 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 for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the

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

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

4.3.3 Fiscal Year End Required Reports. On or before April 15, 2014 or a date as established by the OAG, GRANTEE will submit fiscal year end required reports.

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

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

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

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; 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 (20th) of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs

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

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

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

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.

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 thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate 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 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for 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.

7.4 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.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 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.

7.6 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.

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

OAG-Grants@texasattorneygeneral.gov

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

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005

Post Office Box 12548
Austin, Texas 78711-2548

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

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

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

OAG-Grants@texasattorneygeneral.gov

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, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with the 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, terminate this contract and/or any other appropriate sanction.

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

SECTION 10 GENERAL TERMS AND CONDITIONS

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

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Texas Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances as contained in the Application Kit.

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

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given 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. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to 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.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that

regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct 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. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

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 an OAG employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE'S contractors shall be considered to be solely the employees or agents of GRANTEE or the 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.

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

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining 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, 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. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

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

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

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

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

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

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

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

11.11 Catalog of Federal Domestic Assistance Number. The Catalog of Federal Domestic Assistance Number (CFDA) number for the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention program is 16.543, titled "Missing Children's Assistance."

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

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

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

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

12.3 Amendment. This contract shall not be modified or amended except in writing, signed

by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

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

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

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

**OFFICE OF THE ATTORNEY
GENERAL OF TEXAS**

BEAUMONT POLICE DEPARTMENT

Printed Name: _____

Printed Name: _____

Office of the Attorney General

Authorized Official

EXHIBIT A
GRANT CONTRACT
BETWEEN THE OFFICE OF THE ATTORNEY GENERAL
AND BEAUMONT POLICE DEPARTMENT

OAG Contract No. 1449354

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:

FOURTEEN THOUSAND ONE HUNDRED NINETY EIGHT AND 00/100 (\$14,198)
DOLLARS

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

Budget Category	Amount
Personnel	\$0
Fringe Benefits	\$0
Professional & Contractual Services	\$0
Travel	\$1,024
Equipment	\$0
Supplies	\$11,179
Other Direct Operating Expenses	\$1,995
Total	\$14,198

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND BEAUMONT POLICE DEPARTMENT

OAG Contract No. 1449354

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 15 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), 2012-MC-FX-K047, and any subsequent award document.**
 - Seven (7) pages.
- **Compliance with the Department of Justice, Office of Justice Programs, Office of Civil Rights federal civil rights laws, as provided in letter dated September 28, 2012, to Texas Office of the Attorney General and any subsequent award document.**
 - Two (2) pages.
- **Department of Justice, Office of Justice Programs, Assurances – Non Construction and Standard Assurances.**
 - Six (6) pages.



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

Cooperative Agreement

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Texas Office of the Attorney General PO Box 12548 Austin, TX 78711-2548		4. AWARD NUMBER: 2012-MC-FX-K047	
		5. PROJECT PERIOD: FROM 07/01/2012 TO 06/30/2014 BUDGET PERIOD: FROM 07/01/2012 TO 06/30/2014	
		6. AWARD DATE 09/16/2013	7. ACTION Supplemental
1A. GRANTEE IRS/VENDOR NO. 74600057	8. SUPPLEMENT NUMBER 01		
		9. PREVIOUS AWARD AMOUNT	\$ 428,311
3. PROJECT TITLE Texas Office of the Attorney General Southern ICAC Task Force		10. AMOUNT OF THIS AWARD	\$ 491,313
		11. TOTAL AWARD	\$ 919,624
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY13(OJDP ICAC TF) Pub. L. No. 113-6; 127 Stat. 198, 256			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Kerol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Daniel Hodge First Assistant Attorney General	
17. SIGNATURE OF APPROVING OFFICIAL <i>Kerol V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>D. Hodge</i>	19A. DATE 9-21-13
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YR FUND C BUD. A OFC. DIV. RE SUB. POMS AMOUNT EAR ODE CT. G.		21. LMCFTG0164	
X F MC 70 00 00 491313			

SIGN HERE



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

**AWARD
CONTINUATIONSHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-MC-FX-R047

AWARD DATE 09/16/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

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

e-mail: oig.hotline@usdoj.gov

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

or hotline fax: (202) 616-9881

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

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

[Handwritten Signature]

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Department of Justice
Office of Justice Programs
**Office of Juvenile Justice and
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**AWARD
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PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/16/2013

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special 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).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds 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 being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.



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Office of Justice Programs
**Office of Juvenile Justice and
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PROJECT NUMBER 2012-MC-FX-K047

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SPECIAL CONDITIONS

18. 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 at www.ojp.gov/funding/confcost.htm.

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AWARD DATE 09/16/2013

SPECIAL CONDITIONS

19. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
20. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.
21. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
22. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
24. 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 90 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://grants.ojp.usdoj.gov/>.

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

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

PAGE 7 OF 7

PROJECT NUMBER 2012-MC-FX-K047

AWARD DATE 09/16/2013

SPECIAL CONDITIONS

25. ICAC Annual Reports

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

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

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

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

28. The recipient acknowledges that the Office of Justice Programs (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; and (2) any rights of copyright to which a recipient or subrecipient 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 an 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, if applicable) to ensure that this condition is included in any subaward 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.

29. 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 a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

DA

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Department of Justice

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, Program Manager

Subject: Categorical Exclusion for Texas Office of the Attorney General

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.



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

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

Cooperative Agreement

PROJECT NUMBER

2012-MC-FX-K047

PAGE 1 OF 1

This project is supported under FY13(OJJD ICAC TF) Pub. L. No. 113-6; 127 Stat. 198, 256

1. STAFF CONTACT (Name & telephone number)

Scott Pestridge
(202) 514-5655

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

Scott Henry-Valia
OAG Grants Coordinator
PO Box 12548
Austin, TX 78711-2548
(512) 936-2186

3a. TITLE OF THE PROGRAM

OJJD FY 13 Internet Crimes Against Children Task Force Invited Awards

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Texas Office of the Attorney General Southern ICAC Task Force

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2012 TO: 06/30/2014

8. BUDGET PERIOD

FROM: 07/01/2012 TO: 06/30/2014

9. AMOUNT OF AWARD

\$ 491,313

10. DATE OF AWARD

09/16/2013

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

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

Pursuant to Section 104 of the PROTECT Our Children Act of 2008, the ICAC Task Force shall 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educator, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency responses and partnerships to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resource of such task force; 6) establish or adopt investigative and prosecution standards consistent with norms, to which such task force shall comply; 7) investigate, and seek prosecution on, tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System,

the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Texas Office of the Attorney General (OAG) recognizes the importance of expanding the capacity of the Texas OAG Internet Crimes Against Children (ICAC) Task Force. As a result, using OJJDP funds, the Texas Office of the Attorney General will be awarding several sub-awards to law enforcement affiliate agencies. These sub-awards will allow the individual law enforcement agencies to determine their own equipment and training priorities. In addition, the task force will continue to support one Investigator and two Forensic Examiners. This award will also allow the OAG ICAC to increase their investigatory and computer forensic capabilities by purchasing monitors and hardware to support operations.

NCA/CF



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20537

September 16, 2013

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

Dear Mr. Hodge:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

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

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

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

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

1) Meeting the EEO Plan Requirement

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

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

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

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

2) Submitting Findings of Discrimination

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

Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

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

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

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

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement:

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions:

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature

6. Date



STANDARD ASSURANCES

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance

Signature Date _____

_____ Date



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Charles W. Jeffcoat, Assistant Chief of Police

MEETING DATE: April 15, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary, specifically a Memorandum of Understanding agreement with the Department of Veteran Affairs.

BACKGROUND

The Department of Veteran Affairs currently owns Beaumont Outpatient Clinic in our jurisdiction. This Memorandum of Understanding would be able to grant the Beaumont Police Department full rights to exercise law enforcement functions, if needed. Even though the Veteran Affairs’ police officers are highly trained, there may be some situations that still require assistance from our department. Signing this agreement would maintain a close and professional working relationship between our departments.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a Memorandum of Understanding between the City of Beaumont and Department of Veterans Affairs to grant the Beaumont Police Department full rights to exercise law enforcement functions, if needed, at Beaumont Outpatient Center located at 3420 Veterans Circle, Beaumont, Texas. Said Memorandum of Understanding is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of April, 2014.

- Mayor Becky Ames -



DEPARTMENT OF VETERANS AFFAIRS

**Michael E. DeBakey
Veterans Affairs Medical Center
2002 Holcombe Blvd.
Houston, Texas 77030**

March 6, 2014

In reply refer to: 07B

Chief James P. Singletary
Beaumont Police Department
255 College
P.O. Box 3827
Beaumont, Texas 77704

Dear Chief Singletary:

The Department of Veterans Affairs requires VA Police to maintain current written support agreements with all local law enforcement agencies.

All properties under the control or ownership of the Department of Veterans Affairs, 3420 Veterans Circle, Beaumont, Texas 77707 are under concurrent jurisdiction. This jurisdiction grants Beaumont Police Department and other Law Enforcement agencies full rights to exercise law enforcement functions at Beaumont Outpatient Clinic.

For clarity it is imperative that we enter into a memorandum of understanding outlining agency responsibilities and expectations.

Our VA Police Officers are highly trained, experienced and require minimal need for other Law Enforcement agencies intervention; however we may still encounter certain situations that would require your department's assistance.

It is understood that the Beaumont Police Department is the responding agency for our Beaumont Outpatient Clinic. In an extreme emergency these needs would include, but may or may not be limited to, the following situations where your department's assistance would be required:

- a. Assist in responding to an armed hostage taking situations that would require an armed response to assist VA Police Officers in containing the situation until appropriate federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
- b. Assist confirming and executing the arrest of individuals who have outstanding warrants issued for their arrest by law enforcement agencies and subjects under federal warrants and other incidents warranting an individual to be physically arrested.

c. Assist in the transporting of arrested offenders to the Inmate Processing Center. VA Police would execute the detention, physical arrest of the subject and complete all corresponding paperwork.

d. Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to patients, visitors, medical staff or themselves.

Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. This agreement establishes inter-agency support for the VA Police to receive investigative assistance from Tomball Police Department. This assistance may range from establishing, preserving and controlling the crime scene, to performing as the lead investigative agency.

If you should have any questions or concerns regarding this matter or any issue, please feel free to contact me at (713) 794-7455.

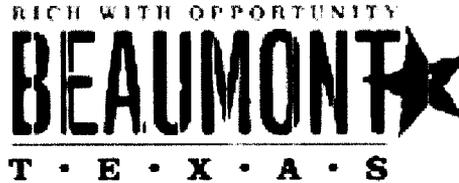
We look forward to maintaining a close and professional working relationship with your department.

Sincerely,



Stanley Staton
Chief of Police

I concur with this agreement: _____ Date: _____
James Singletary



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS APRIL 15, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent
Agenda
- * Consent Agenda

WORK SESSION

- * Review and discuss the process and ordinance related to the demolition of residential and commercial structures, and in particular, a proposal to place a lien on residential properties that are demolished with General Fund monies of the City of Beaumont

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

EXECUTIVE SESSION

- * As authorized by Section 551.087 of the Government Code, to discuss and deliberate economic development negotiations regarding a business entity proposing a hotel and water park development at Ford Park

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager and the City Attorney to negotiate an economic development agreement with Jefferson County and/or Pate Development of Wichita, Kansas related to a proposed hotel and water park development to be located at Ford Park

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

WORK SESSION

- * Review and discuss the process and ordinance related to the demolition of residential and commercial structures, and in particular, a proposal to place a lien on residential properties that are demolished with General Fund monies of the City of Beaumont

April 15, 2014

Consider a resolution authorizing the City Manager and the City Attorney to negotiate an economic development agreement with Jefferson County and/or Pate Development of Wichita, Kansas related to a proposed hotel and water park development to be located at Ford Park



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

MEETING DATE: April 15, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager and the City Attorney to negotiate an economic development agreement with Jefferson County and/or Pate Development of Wichita, Kansas related to a proposed hotel and waterpark development to be located at Ford Park.

BACKGROUND

Jefferson County has been working with Pate Development of Wichita, Kansas on a proposed full-service hotel and waterpark to be located at Ford Park. Jefferson County is planning to consider approving economic development incentives for the proposed project on April 14, 2014.

The City Council will hold an Executive Session on April 15, 2014 to discuss and deliberate economic development negotiations regarding the proposed project. If the City Council desires, they may consider this action item after the Executive Session and may discuss various parameters to be met by Pate Development and/or Jefferson County if specific economic development incentives are to be offered by the City of Beaumont.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager and City Attorney be and they are hereby authorized to negotiate an Economic Development Agreement between the City of Beaumont and/or Jefferson County and/or Pate Development, of Wichita, Kansas, related to a proposed hotel and waterpark development to be located at Ford Park.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 15th day of April, 2014.

- Mayor Becky Ames -