



Travis County Commissioners Court Agenda Request

Meeting Date: 08/14/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Annual application to the Texas Department on Aging and Disability Services through the Corporation for National and Community Service for the Coming of Age Program in the Health and Human Services & Veterans Services Department;
- B. Revised application to the Office of the Governor, Criminal Justice Division, for a previously approved application, in order to change the start date for a program to evaluate the Travis County Criminal Court's indigent defense system.
- C. Annual contract with the Office of Attorney General to continue the Other Victim Assistance grant program in the County Attorney's Office; and
- D. Permission to continue the Child Abuse Victim Services Personnel Program in the Travis County Sheriff's Office until the forthcoming agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a routine application for Coming of Age program funding for the Health and Human Services Department. Item B is a revision of a previous grant application in order to change the start date of the program from July 1, 2012 to September 1, 2012. Item C is the annual contract for the Other Victim Assistance grant which provides funding for a victim counselor in the County Attorney's Office. Item D is a permission to continue a grant program in the Sheriff's Department until a final grant award is received.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A has a grant match that is fully budgeted within the HHS & VS budget. Item C also contains a grant match that will be internally funded by the County Attorney's Office budget or through CAPSO funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

8/14/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Application												
A	158	Coming of Age	9/1/12-8/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	R	MC	12
B	124	Indigent Defense System Evaluation Project*	9/1/12-3/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	R	MC	29
Contracts												
C	119	Other Victim Assistance Grant	9/1/12-8/31/13	\$42,000	\$0	\$11,557	\$0	\$53,557	1.00	R	S	51
* Amended from original.												
Dept.	Grant Title	on Application	Cost	Transfer	Request	FTE	Expiration Date		Notes	Assessment	Page #	
Permission to Continue												
D	137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012		R	MC	75

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

PBO Notes:

R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11-09/19/11	\$38,605	\$12,868	\$0	\$0	\$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11-09/19/11	\$333,005	\$111,002	\$0	\$0	\$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11-09/19/11	\$385,016	\$128,339	\$0	\$0	\$513,355	-	3/13/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12-08/31/14	\$200,775	\$66,925	\$0	\$0	\$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11-09/29/12	\$583,843	\$62,818	\$80,000	\$52,212	\$778,873	1.00	3/20/2012
45	Residential Substance Abuse Treatment (RSAT) Program	10/01/12-09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	3/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	\$192,666.00	\$0.00	\$0	\$0	\$192,666.00	0.50	3/27/2012
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	\$31,926.00	\$0.00	\$0	\$0	\$31,926.00	-	3/27/2012
39	Travis County Adult Probation Co-Occurring Re-entry Services	10/01/2012 9/30/2012	\$565,345.00	\$0.00	\$0	\$0	\$565,345.00	3.00	4/17/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	\$6,000.00	\$0.00	\$0	\$0	\$6,000.00	-	4/17/2012
39	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	\$1,007,657	\$173,811	\$236,537	\$0	\$1,418,005	12.00	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	\$1,047,504	\$0	\$0	\$0	\$1,047,504	3.00	5/1/2012
39	Domestic Violence Accountability Management Program	10/01/2012 09/30/2014	\$499,956	\$0	\$0	\$0	\$499,956	3.00	5/15/2012
45	National School Lunch/Breakfast program and USDA School Commodity Program	07/01/2012 06/30/2013	\$217,219	\$0	\$0	\$0	\$217,219	-	6/12/2012
137	State Alien Assistance Program SCAAP 12	07/01/2010 - 06/30/2011	\$683,501	\$0	\$0	\$0	\$683,501	-	6/26/2012
158	Basic Transportation Needs Fund Bus Pass Program	09/01/2012 - 08/31/2013	\$5,790	\$0	\$0	\$0	\$5,790	-	6/26/2012
137	Sheriff's Office Command & Support Vessel	06/01/2012 - 03/31/2013	\$413,236	\$0	\$0	\$0	\$413,236	-	7/3/2012
124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	7/10/2012
158	Children's Success Initiative	09/28/12 - 09/27/13	\$670,593	\$113,995	\$0	\$4,345	\$788,933	15.15	7/10/2012
124	Travis County Veterans Commission-Suppliment	01/01/2013 - 12/31/13	\$61,057	\$0	\$0	\$0	\$61,057	-	7/31/2012
155	Justice Reinvestment Initiative	10/01/2012 - 09/30/12	\$451,812	\$0	\$0	\$0	\$451,812	-	7/31/2012
158	Parenting in Recovery II	09/28/12 - 09/27/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	7/31/2012
158	Parenting in Recovery	09/30/12- 09/29/13	\$120,483	\$0	\$40,247	\$0	\$160,730	1.00	8/7/2012

*Amended from original agreement.

\$16,559,301 \$1,149,463 \$4,545,649 \$201,851 \$22,456,264 94.31

**FY 2012 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assistance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010-09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000		3/13/2012
49	LIRAP Local Initiative Projects (LIP)*	05/06/08 08/31/13	\$1,688,163	\$0	\$0	\$0	\$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2013	\$7,500	\$0	\$7,500	\$0	\$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2013	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011- 08/31/2012	\$132,702	\$0	\$7,930	\$0	\$140,632	1.00	4/3/2012
58	Share the Warmth	04/01/12 09/30/12	\$24,500	\$0	\$0	\$0	\$24,500	-	4/24/2012
21	Electronic Disposition Reporting	04/15/2012 08/31/12	\$34,939	\$0	\$0	\$0	\$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	\$7,215	\$0	\$0	\$7,215	\$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	\$10,000	\$0	\$0	\$7,215	\$17,215	0.20	5/8/2012
58	AmeriCorps*	8/1/2011 - 7/31/2012	\$298,922	\$236,045	\$0	\$183,061	\$718,028	26.5	6/5/2012
149	Onion Creek Greenway Phase 1 Urban Outdoor Grant*	10/02/09 - 07/15/2013	\$1,000,000	\$0	\$1,000,000	\$0	\$2,000,000	0	6/26/2012
123	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	09/01/2012 - 08/31/2015	\$612,372	\$0	\$0	\$0	\$612,372	2.00	7/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Sheriff's Combined Auto Theft Task Force	09/01/2012 - 08/31/2012	\$641,481	\$173,811	\$236,537	\$0	\$1,051,829	12.00	7/31/2012
158	AmeriCorps*	08/01/10 - 07/31/2011	\$270,282	\$0	\$164,415	\$201,136	\$635,833	9.000	7/31/2012
158	Casey Family Programs Community and Family Reintegration Project	01/01/12 - 12/31/12	\$80,000	\$0	\$0	\$0	\$80,000	1.00	8/7/2012
			\$30,830,699	\$1,011,291	\$1,468,131	\$711,651	\$34,021,772	84.31	

*Amended from original agreement.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	1.00	6/30/2012	3/20/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	5/31/2012	3/27/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	8/31/2012	6/5/2012	N/A	No
158	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,862	\$0	\$15,862	1.00	9/30/2012	6/26/2012	N/A	No
158	AmeriCorps	08/01/12 - 07/31/13	\$79,018	\$0	\$79,018	28.00	9/30/2012	7/24/2012	N/A	No
158	Comprehensive Energy Assistance Program	01/01/12 - 12/31/12	\$120,000	\$0	\$120,000	-	8/31/2012	8/7/2012	N/A	No
Totals			\$346,860	\$131,980	\$653,840	43.00				

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TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TC SO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	AmeriCorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 5,311,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,952,569	\$ 1,135,059	\$ 2,272,470	\$ 1,280,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (DADS)		
Grant Period:	From:	9/1/12	To: 8/31/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Texas Dept. on Aging and Disability Services (DADS)		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	24,484	24,484	0	0	48,968
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	24,484	24,484	0	0	48,968
FTEs:	0	0	0	0.00	0

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 13 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						

Number of volunteers referred to non-profit organizations	800					800
Number of elderly able to continue living in their own homes because of volunteer help	500					500
Number of agencies using volunteers as part of the effort to maintain services and programs	30					30
Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	30					30
Measures For Grant						
Dept. measures and grant measures are the same						
Outcome Impact Description	85% of organizations provided with Coming of Age volunteers report these volunteers helped them better meet client needs					
Outcome Impact Description	85% of clients served will remain in their homes					
Outcome Impact Description	70% of agencies will report that they maintained services to their clients because of the volunteers recruited and managed by Coming of Age volunteers					
Outcome Impact Description	80% of participating organizations will report that their adult clients increased their education and/or literacy levels as a result of participating in academic achievement sessions					
Outcome Impact Description	90% of nonprofits receiving training and technical assistance through the nonprofit support component of the Coming of Age program will report a better understanding of volunteer management for the 50+ population					

PBO Recommendation:

This grant application will continue the federal pass through funding of the Coming of Age program in HHS&VS. The federal funds from the Corporation for National and Community Service is passed through the Texas Department on Aging and Disability Services (DADS). The grant match is met through HHS&VS's annual budget for the Coming of Age program.

PBO recommends approval of this request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Coming of Age focuses on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). A grant for \$50,495 comes directly from CNCS. Another grant for \$24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The \$24,484 grant requires a dollar for dollar cash match from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The grant requires a dollar for dollar cash match. This is more than covered by the current Coming of Age General Fund budget. No additional funds are required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

As mentioned in the answer to question #1, Coming of Age receives two grants from CNCS. One of the grants is for \$50,495 and the other is for \$24,484. The larger grant was reduced from \$63,119 in FY'11 to the current \$50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs in the grant due to the funding decrease.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

6. If this is a new program, please provide information why the County should expand into this area.

NA

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The DADS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: July 31, 2012

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: Coming of Age Grant Application to the Corporation for National
and Community Service for grant funds from the Texas Department
of Aging and Disability Services

Proposed Motion:

Consider and take appropriate action to approve a \$24,484 grant application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'13.

Summary and Staff Recommendation:

Coming of Age Austin Metro (formerly known as Travis County RSVP) broadens the scope of RSVP by focusing on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health

education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

TCHHSVS staff recommends approving this application.

(Since this application is for year two of a two-year funding cycle, Travis County does not have to submit the narrative and work plan again since they were submitted in year one.)

Budgetary and Fiscal Impact:

The FY'13 grant is \$24,484. Travis County is required to provide a dollar for dollar cash match. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Instructions from the Corporation for National and Community Service (CNCS) are to include only the federal funds on the SF-424 face sheet and not the county match.

Coming of Age receives two CNCS grants. A grant for \$50,495 comes directly from CNCS. Another grant for \$24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS.

CNCS grant funds help pay for salary and operating expenses. Grant funds from CNCS and other sources make up approximately 17% of the Coming of Age budget. The remaining 83% comes from the Travis County General Fund.

Issues and Opportunities:

Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
 Fred Lugo, Manager, Coming of Age
 Susan A. Spataro, CPA, CMA, Travis County Auditor
 Jose Palacios, Chief Assistant County Auditor
 Patty Lennon, Financial Analyst, Travis County Auditor's Office
 Mary Etta Gerhardt, Assistant County Attorney
 Leslie Browder, Executive Manager, Planning and Budget Office
 Diana Ramirez, Analyst, Planning and Budget Office
 Cyd Grimes, C.P.M., Travis County Purchasing Agent

Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

DRAFT

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE Modified Standard Form 424 (Rev. 02/07 to conform to the Corporation's eGrants System)		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction																					
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):		3. DATE RECEIVED BY STATE:																					
2b. APPLICATION ID: 12SR142214		4. DATE RECEIVED BY FEDERAL AGENCY:																					
		STATE APPLICATION IDENTIFIER:																					
		FEDERAL IDENTIFIER: 11RZWTX028																					
5. APPLICATION INFORMATION <i>Travis County through the</i>																							
LEGAL NAME: Travis County Health and Human Services and Veterans Services DUNS NUMBER: 030908842		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Fred Lugo TELEPHONE NUMBER: (512) 854-4105 FAX NUMBER: (512) 854-4131 INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us																					
ADDRESS (give street address, city, state, zip code and county): PO Box 1748 Austin TX 78767 - 1748 County: <i>Travis</i>		7. TYPE OF APPLICANT: <input checked="" type="radio"/> (a) Local Government - County 7b. Local Government, Municipal																					
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000192		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service																					
8. TYPE OF APPLICATION (Check appropriate box). <input type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/> A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Coming of Age Austin Metro 11.b. CNCS PROGRAM INITIATIVE (IF ANY):																					
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002 10b. TITLE: Retired and Senior Volunteer Program		14. CONGRESSIONAL DISTRICT OF: a.Applicant <input type="text" value="TX 021"/> b.Program <input type="text" value="TX 021"/>																					
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Travis County, Texas		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372																					
13. PROPOSED PROJECT: START DATE: 09/01/12 END DATE: 08/31/13		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES If "Yes," attach an explanation. <input checked="" type="checkbox"/> NO																					
15. ESTIMATED FUNDING: Year #: <input type="text" value="2"/>		18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>a. FEDERAL</td><td style="text-align: right;">\$ 24,484.00</td></tr> <tr><td>b. APPLICANT</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>c. STATE</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>d. LOCAL</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>e. OTHER</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>f. PROGRAM INCOME</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>g. TOTAL</td><td style="text-align: right;">\$ 24,484.00</td></tr> </table>		a. FEDERAL	\$ 24,484.00	b. APPLICANT	\$ 0.00	c. STATE	\$ 0.00	d. LOCAL	\$ 0.00	e. OTHER	\$ 0.00	f. PROGRAM INCOME	\$ 0.00	g. TOTAL	\$ 24,484.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: John Bradshaw <i>Travis County</i></td> <td>b. TITLE: Contract Specialist</td> <td>c. TELEPHONE NUMBER: (512) 854-4277</td> </tr> <tr> <td colspan="2">d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: BY: <i>Samuel T. Biscoe</i></td> <td>e. DATE SIGNED:</td> </tr> </table>		a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: John Bradshaw <i>Travis County</i>	b. TITLE: Contract Specialist	c. TELEPHONE NUMBER: (512) 854-4277	d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: BY: <i>Samuel T. Biscoe</i>		e. DATE SIGNED:
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c. STATE	\$ 0.00																						
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d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: BY: <i>Samuel T. Biscoe</i>		e. DATE SIGNED:																					

July 31, 2012 1:25 PM

Coming of Age Austin Metro

Travis County Health and Human Services and Veterans Services

Application ID: 12SR142214

Budget Dates: 09/01/2011 - 08/31/2013

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses				
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel	200	200	0	0
Total	\$200	\$200	\$0	\$0
D. Equipment				
E. Supplies				
F. Contractual and Consultant Services				
Contractual and Consultant Services	300	300	0	0
I. Other Volunteer Support Costs				
Criminal Background Check	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
Indirect Costs	\$500	\$500	\$0	\$0
Section I. Subtotal				
<hr/>				
Section II. Volunteer Expenses				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	1,284	1,284	0	0
Recognition	9,200	9,200	0	0
Volunteer Travel	13,500	13,500	0	0
Total	\$23,984	\$23,984	\$0	\$0
Section II. Subtotal				
<hr/>				
Budget Totals				
<hr/>				
Funding Percentages		100%	%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

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Budget Narrative: Coming of Age Austin Metro for Travis County Health and Human Services and Veterans Services

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA:	0	0	0	0
Health Insurance:	0	0	0	0
Retirement:	0	0	0	0
Life Insurance:	0	0	0	0
CATEGORY Totals	0	0	0	0

C. Project Staff Travel

Local Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Transportation, Meals, Lodging: Natl Volunteer Conference, Tx Sr Corps Conference, Sr Corps Association Meetings, or other work related conferences- Meals/Lodging 200 Trans 0 Other 0	200	0	200	0
CATEGORY Totals	200	0	200	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount

CATEGORY Totals	0	0	0	0
------------------------	---	---	---	---

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Software maintenance agreement: \$300/year for Volunteer Reporter	300	0	300	0
CATEGORY Totals	300	0	300	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Check:	0	0	0	0
CATEGORY Totals	0	0	0	0

J. Indirect Costs

Calculation -Rate Type -Rate -Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	500	0	500	0
PERCENTAGE	100%	0%		

Section II. Volunteer Expenses

A. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals:	0	0	0	0
Uniforms:	0	0	0	0
Insurance: Based on insurance formula of (most recent months active # of vols x \$1.40) + (most recent months active # of				

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volunteers x \$0.85) + (25% most recent months active # of volunteers X \$3.75)	1,284	0	1,284	0
Recognition: \$30/person for recognition costs, including formal and informal means of recognition	9,200	0	9,200	0
Volunteer Travel: Mileage reimbursement @ 0.20/mile up to 100 miles/month	13,500	0	13,500	0
CATEGORY Totals	23,984	0	23,984	0
SECTION Totals	23,984	0	23,984	0
PERCENTAGE	100%	0%		

BUDGET Totals	24,484	0	24,484	0
PERCENTAGE	100%	0%		

Source of Funds

Section	Description
Section I. Volunteer Support Expenses	
Section II. Volunteer Expenses	

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ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

For Learn and Serve America Applicants ONLY

If you are not applying for a grant through Learn and Serve America, you may disregard this section.

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
 1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
 2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
 3. involve participants in the design and operation of the programs;
 4. promote service-learning in areas of greatest need, including low-income or rural areas; and
 5. otherwise integrate service opportunities into the academic program of the participants.

For Social Innovation Fund Applicants ONLY

If you are not applying for a Social Innovation Fund grant, you may disregard this section.

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
 - the parent organizations of the applicant,
 - a subsidiary organization of the parent organization of the applicant, or,
 - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits cooperate with any evaluation activities undertaken by the Corporation.
- Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.
- Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.

CERTIFICATIONS**Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Indigent Defense System Evaluation Project				
Grant Period:	From:	09/01/12	To:	03/31/14	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	OOG-CJD				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$198,511	0	0	0	\$198,511
Operating:	\$27,290	0	0	0	\$27,290
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$4,517	0	0	0	\$4,517
Total:	\$230,318	\$0	\$0	\$0	\$230,318
FTEs:	1.00	0.00	0.00	0.00	1.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	36,777 Proj. misd. dispositions for FY13
# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	11,007 Proj. felony dispositions for FY13
Measures For Grant						
Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	N/A	N/A	N/A	N/A	N/A	47,784 Proj. felony and misd dispositions to be reviewed across 3 key areas

PBO Recommendation:

This represents a revision to a grant application approved by Commissioners Court on July 10, 2012. The grantor has asked the department to change the start date of the grant from July 1, 2012, to September 1, 2012. There are no other changes to the application besides changing the date.

This is a new grant opportunity for the Criminal Courts to be part of a pilot program with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate the indigent defense system in Travis County.

The grant provides personnel and operating funds for one Business Analyst III position from **September 1, 2012** through March 31, 2014.

There are no match requirements or commitment to continue the program after the grant expires. PBO recommends approval of the grant.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent defense outcomes and criminal justice outcomes on a regular basis. The purpose of the project is not to critique our Indigent Defense System, but to develop performance measures and use evidence-based approaches to enhance system performance.

Participation in this evaluation project will require an FTE researcher who will be dedicated to analyzing Travis County data and working with the other sites in the nation participating in this project. The Governor's Office Criminal Justice Division is providing Travis County the opportunity to apply for a discretionary grant in order to fund the FTE to conduct research for the project period (7/01/12 – 3/31/14) as well as necessary software and hardware for the project.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements for this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no county match for this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes, we are requesting a 2% indirect cost allocation.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

This project will end when the Indigent Defense Systems Evaluation Project has been completed.

6. If this is a new program, please provide information why the County should expand into this area.

It has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves as well as other Indigent Defense Systems in the nation.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.

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Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Profile Information

Applicant Agency Name: Travis County
Project Title: Indigent Defense System Evaluation Project
Division or Unit to Administer the Project: Criminal Courts
Address Line 1: 509 W. 11th Street, Room 2.700
Address Line 2:
City/State/Zip: Austin Texas 78701-2103
Start Date: 9/1/2012
End Date: 3/31/2014

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Debra Hale
Email: debra.hale@co.travis.tx.us
Address 1: 509 W. 11th Street, Room 2.700
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9432 Other Phone: 512-854-9244
Fax: 512-854-4464
Title: Ms.
Salutation: Ms.

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
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Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Tonya Watson
Email: tonya.watson@co.travis.tx.us
Address 1: 509 W. 11th Street, Room 1.300
Address 1: Criminal Justice Center
City: Austin, Texas 78701
Phone: 512-854-4726 Other Phone: 512-854-4898
Fax: 512-854-4464

Title: Ms.
Salutation: Ms.

You are logged in as **User Name:** debrahale

[Print This Page]

Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Narrative Information

Primary Mission and Purpose

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

Funding Levels

The anticipated funding levels for the Fund 421 program are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Juvenile Justice Program Requirements

Preferences - Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Disproportionate Minority Contact (DMC) (for Statewide and OOG-Identified County Organizations Only) - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a) (22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Victim Assistance Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines and Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

N/A

Criminal Justice Program Requirements

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Preferences – Preference will be given to applicants that support law enforcement activities, prosecution, and improvements to technology, and reentry of offenders into the community.

Eligible Activities - Applicant assures that its proposed project meets at least one of the following areas to be eligible for funding:

- **Law Enforcement** – Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.
- **Prosecution and Court** – Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.
- **Technology** – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.
- **Corrections and Community Corrections** – Programs that reintegrate adults and juveniles into the community.
- **Drug Treatment** – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Program Income - Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

- **Deduction Method** – Program Income shall be deducted from total allowable costs to determine the net allowable costs. Program Income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.
- **Asset Seizures and Forfeitures** – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Assets Seizures and Forfeitures

Applicant agrees to comply with the following:

1. Applicant will maintain on file and provide a copy of the asset sharing agreement between the agency and any other criminal justice agency outlining the distribution of assets forfeited in the course of grant-related activities. The asset agreement must clearly describe the distribution of forfeited assets within the grantee agency in regards to grant-funded and non-grant funded personnel participating in grant-related activities.
2. Applicant shall maintain a logbook of all assets seized in the course of grant-related activities. The logbook shall record the assets seized, the date and time of the asset seizure, the case number of the incident involving the asset seizure, the name of the grantee agency employee(s) who were involved in the seizure of the assets, the date seized assets are forfeited, the date forfeited assets are liquidated if not cash, and the final disposition of cash from cash forfeitures or property sales to the grantee agency.

Uniform Crime Reporting - Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part 1 violent crime data for three previous years to the Texas Department of Public Safety and will continue reporting throughout the grant period.

Criminal History Reporting - Applicant assures that they are currently reporting and will maintain timely reporting of all information required under the Texas Code of Criminal Procedure, Chapter 60.

Constitutional Compliance - Applicant assures that they will engage in no activity that violates Constitutional law including profiling based upon race.

Information Systems - Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Drug Court Program Requirements

Preferences – Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

Ten Essential Characteristics

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding.

Describe in detail how your program meets each of the ten essential characteristics of a drug court.

Integration of Services – The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

N/A

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

N/A

Prompt Placement – Early identification and prompt placement of eligible participants in the program.

N/A

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

N/A

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

N/A

Compliance Strategy – A coordinated strategy to govern program responses to participants’ compliance.

N/A

Judicial Interaction – Ongoing judicial interaction with program participants.

N/A

Evaluation – Monitoring and evaluation of program goals and effectiveness.

N/A

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

N/A

Partnerships – Development of partnerships with public agencies and community organizations.

N/A

General Approaches

- **Pre-adjudication** - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- **Post-adjudication** - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- **Reentry** - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- **Civil** - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.

Select **all** that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation – The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures – The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing – The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

N/A

Drug Court Date - If the Court has commenced operations, provide the date that the Court was established.

Enter the date [mm/dd/yyyy]:

7/1/2012

Drug Court Type

- **Adult** - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- **Veterans** - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.
- **Family** - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- **Juvenile** - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

N/A

Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

N/A

Federal Funding - Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.

Enter the federal funding description:

N/A

TDSHS - CMBHS Registration - Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) - Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed [here](#).

Community Planning Participation

Did the applying agency participate in the Local or Regional community planning process?

Select the appropriate response:

- Yes
- No
- N/A

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

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Diane Poirot, Human Resource Director

Enter the Address for the Civil Rights Liaison:

P.O. Box 1748, Austin, Texas, 78767

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice**, and (if applicable) **Drug Court Program Requirements** to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

The Sixth Amendment of the United States Constitution guarantees that "In all criminal prosecutions, the accused shall enjoy the right to...have the assistance of counsel for his defense." In order to ensure that the lack of financial ability to retain counsel does not interfere with the fundamental right to have counsel, various Indigent Defense Systems (IDS) have been implemented throughout the United States. In Texas alone, there are multiple indigent defense models operating in different counties around the state. Some examples of indigent defense models used in Texas counties are: private appointed counsel, contract attorneys, public defenders offices, and managed assigned counsel. Currently, the state of Texas does not have a set of indicators by which to measure the performance of the Indigent Defense Systems. Therefore, it is unknown which indigent defense model is most effective while providing the best outcomes. In order to assist in establishing IDS performance measures, Travis County has been selected as a pilot site in the Indigent Defense Systems evaluation project spearheaded by the National Legal Aid and Defenders Association/North Carolina Office.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

According to the Texas Indigent Defense Commission, in State Fiscal Year 2011, the State of Texas spent \$198,364,998 for indigent defense costs. As mentioned above, there is no consistency across the State of Texas with respect to the type of indigent defense model used by the various counties. To date, indigent defense performance measures have not been developed and applied to the various indigent defense models in order to determine which model provides the greatest efficiency and best outcomes for indigent defendants. Travis County uses the private appointed counsel indigent defense model. This involves rotating court appointments to approximately 225 private attorneys according to level of offense and attorney qualifications. In Travis County Fiscal Year 2011, there were 40,561 misdemeanor dispositions and 12,832 felony dispositions in which 46% of misdemeanor cases, and 71% of felony cases received court appointed counsel in Travis County. For the Travis County Fiscal Year 2013, Travis County projects that there will be 36,777 misdemeanor dispositions, and 11,007 felony dispositions for a total of 47,784 dispositions. As part of the Indigent Defense System Evaluation Project, these 47,784 cases will be reviewed and analyzed across three key areas: case outcomes, access to attorney, and ability to post bond.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

N/A

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The overall goal of this project is to participate as a pilot site with the National Legal Aid and Defender Association to develop a selection of Indigent Defense System metrics that will allow Travis County to measure system outcomes and performance. The data collected will also be used to establish a toolkit to support increasing research capacity that will provide other organizations with the tools to advocate for and set up in-house research positions and a data warehouse geared towards analyzing the performance of Indigent Defense Systems in other jurisdictions.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):
N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:
This is not a continuation project.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System across three key areas: case outcomes, access to attorney, and ability to post bond. The project will work to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent outcomes and criminal justice outcomes on a regular basis.

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Agency Name: Travis County
Grant/App: 2636801 Start Date: 9/1/2012 End Date: 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Project Activities Information

Juvenile Justice Projects

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- Diversion
- Job Training
- Professional Therapy and Counseling/Mental Health
- School Based Delinquency Prevention
- Substance Abuse
- Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)
- Disproportionate Minority Contact (DMC) (for OOG-identified Counties Only)

Disproportionate Minority Contact (DMC) Projects

For Statewide and OOG-identified County Organizations Only - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System

Briefly summarize the project's approach using the framework provided in the "Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System: Causes and Solutions from the Community Perspective" research study conducted by Texas A&M Public Policy Research Institute. This study encourages a multidisciplinary approach targeting five factors:

1. Family/Social Circumstances - Within this broad theme, specific areas to address include broken families, poverty, a lack of role models, and cultural norms that under-value the importance of education in building a positive future for youth.
2. Criminal Justice System - Within this broad category, three specific issues of concern were identified. These include a lack of therapeutic interventions for delinquent youth, inequities experienced by poor and minority youth navigating the juvenile justice system, and a lack of juvenile detention facilities.
3. Special Populations at Increased Risk of DMC - Concern was most often expressed for youth with mental health or behavior disorders and for those who are members of a minority group.
4. School Related Factors - Areas that should be addressed include standardized testing policies, school discipline policies, and issues of communication between schools and families.
5. Need for Supervised Programs - Contributors to the study often identified a lack of supervised community programs as a factor contributing to DMC.

Note: For information regarding the Texas A&M PPRI study, applicants are encouraged to go [here](#).

Provide summary of DMC approach:

DMC Advisory Board

Please list the names and positions of stakeholders involved in the advisory board.

Victims Projects

Type of Crime Victim - Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

0

Domestic Abuse Percentage (%):

0

Child Abuse Percentage (%):

0

DUI / DWI Crashes Percentage (%):
0

Survivors of Homicide Percentage (%):
0

Assault Percentage (%):
0

Adults Molested as Children Percentage (%):
0

Elder Abuse Percentage (%):
0

Robbery Percentage (%):
0

Stalking Percentage (%):
0

Dating/Acquaintance Violence Percentage (%):
0

Human Trafficking Percentage (%):
0

Drug Court Projects

Does your project have a Steering Committee that helps direct and enhance your court's operations?
 Yes
 No
 N/A

List the members of your project's treatment team and describe their role in supporting the participants, or enter 'N/A' if this item does not apply.
N/A

Provide the average caseload size for a full-time case manager/probation officer assigned to this project, or enter 'N/A' if this item does not apply.
N/A

Provide your project's policy on drug testing participants, or enter 'N/A' if this item does not apply.
N/A

Describe the process you will use to determine your project's effectiveness, or enter 'N/A' if this item does not apply.
N/A

Provide the total cost for operating your project during the previous fiscal year, or enter '0' if this item does not apply. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)
0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year, or enter 'N/A' if this item does not apply. (This may include local or state funds and any other charges to participants.)
N/A

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.), or enter 'N/A' if this item does not apply.
N/A

Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances), or enter '0' if this item does not apply. Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.

0

Of the fees collected in your county, provide the amount that was directed to your project, or enter '0' if this item does not apply.

0

Describe how your project used those fees, or enter 'N/A' if this item does not apply.

N/A

Law Enforcement Projects

What is your agency's approved budget for law enforcement operations for the current fiscal year, or enter 'N/A' if this item does not apply?

0

How many commissioned peace officers are funded through your agency's current budget, or enter '0' if this item does not apply?

0

Provide the amount of asset forfeitures awarded to your agency in the previous fiscal year, or enter '0' if this item does not apply.

0

Provide the balance of asset forfeitures on hand as of the date of this application, or enter '0' if this item does not apply.

0

Describe the proposed use of the forfeiture funds or enter 'N/A' if this item does not apply:

N/A

Sources of Financial Support

Please complete the following information on all law enforcement or homeland security grants awarded to your agency during the previous fiscal year, and all applications you have submitted or new awards for the current fiscal year, or enter 'N/A' if this item does not apply.

Each source of funding you select below should include the following information for each grant award; or if your agency did not receive funding from any of the sources listed below, enter 'N/A':

- 1. name of agency providing funds;
- 2. grant period;
- 3. amount of the award (or amount requested);
- 4. amount expended; and
- 5. how the funds have been or will be used.

N/A

Does your agency expect to be awarded funds from any of the following sources during the project period of this grant?

Select the appropriate response(s):

- The American Recovery and Reinvestment Act (any source)
- Community Oriented Policing (COPS)
- Weed and Seed Program
- Bureau of Justice Assistance
- Homeland Security Grant Program (HSGP)
- Operation Stonegarden (OPSG)
- Interoperable Emergency Communications Grant Program (IECGP)
- Emergency Operations Center (EOC) Grant Program
- State Criminal Justice Planning (421) Fund
- Governor's Division of Emergency Management (GDEM) or Texas Department of Public Safety
- Texas Automobile Burglary and Theft Prevention Authority (ABTPA)
- Selective Traffic Enforcement Program (STEP)
- Texas Border Sheriff's Coalition (TBSC)
- Other state or federal grant programs
- Private Organization, Private Enterprise, or Non-Government Organization Grant Programs
- Applicant does not expect to receive grant funds from any source to support its law enforcement agency

If you selected any of the boxes above (except for the last box), describe your agency's internal controls and processes that will be used to prevent supplanting of your agency's budgeted funds with grant funds. Example: Timesheets will be tracked to determine allowable charges for each fund source and to ensure that duplicate invoices are not submitted to multiple agencies.

Travis County does not currently have any budget that pays for staff to perform evaluations of its Indigent Defense program. Any financial award received as part of this grant will be placed in a separate fund which will be monitored and tracked to ensure that all expenditures directly support the evaluation of the Indigent Defense program. Additionally, any staff hired under this grant will periodically certify that they are spending 100% of their time on grant-related activities. The separation of duties, of those spending the funds and the staff claiming the expenditures for reimbursement under the grant, will serve as a check and balance that only grant allowable expenditures are claimed for reimbursement. Any future Travis County budget reductions will not impact this grant budget as this budget will only be allowed to be spent on activities related to the evaluation of the Indigent Defense program.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Technology	100.00	Technology Improvements that enable the courts to collect and analyze data in order to develop indicators that allow for the effective evaluation of Indigent Defense Systems.

Geographic Area:
Travis County, Texas

Target Audience:
Adults with criminal court dispositions.

Gender:
male and female

Ages:
17 and over

Special Characteristics:
N/A

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Agency Name: Travis County
Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of NEW data systems to be developed.	0	1
Number of existing data systems enhanced with grant funds.	0	1
Number of subscriptions to data sharing systems.	0	3

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of personnel with access to improved data / Information sharing systems.	0	75
Number of agencies who benefitted from improvements to the new or enhanced data systems.	0	6

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

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Agency Name: Travis County

Grant/App: 2636801 **Start Date:** 9/1/2012 **End Date:** 3/31/2014

Project Title: Indigent Defense System Evaluation Project

Status: Pending OOG Review

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	2% indirect costs allowable by CJD	\$4,517.00	\$0.00	\$0.00	\$0.00	\$4,517.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Office telephone for Computer Systems/Information Specialist hired under this grant	\$175.00	\$0.00	\$0.00	\$0.00	\$175.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	MS Office (productivity software), including: Office Professional Plus, Windows Vista Business, Enterprise CAL, Core CALClient Access	\$740.00	\$0.00	\$0.00	\$0.00	\$740.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Microsoft Developer Network (MSDN) software license for Computer Systems/Information Specialist to be hired under this grant.	\$950.00	\$0.00	\$0.00	\$0.00	\$950.00	0
Personnel	Computer Systems / Information Specialist	Manage and analyze large data sets while conducting qualitative and quantitative data analysis using a wide variety of research methodologies and techniques.	\$198,511.00	\$0.00	\$0.00	\$0.00	\$198,511.00	100
Equipment	Laptop System and Accessories	Deil XPS iaptop computer for Computer Systems/Information Specialist hired under this grant.	\$2,645.00	\$0.00	\$0.00	\$0.00	\$2,645.00	1
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (Valued Under \$1,000)	Desk workstation for Computer Systems/Information Specialist: Includes desk, bookcase, filing cabinet and chair	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Supplies	Office Supplies	General office supplies for Computer Systems/Information						

45

and Direct Operating Expenses	(e.g., paper, postage, calculator)	Specialist, including paper, pens, printer toner, printer paper, hanging folders, binders, file folders, etc.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage	Attend quarterly sessions in Washington DC, Durham, North Carolina, and other test sites. Assumptions used in calculating budget are as follows: Hotel (5 Nights @ \$215 per night) \$1,075; Airfare \$550; Per Diem (5 days @ \$71 per day) \$355; Taxi, Parking, other Misc. \$200; Total per Trip \$2,180; # of Trips 7; Total Travel Budget Requested \$15,260	\$15,260.00	\$0.00	\$0.00	\$0.00	\$15,260.00	0
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (Valued Under \$1,000)	Personal Printer - HP 2055dn laser printer for Computer Systems/Information Specialist hired under this grant.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Equipment	Specialized Computer Software	IBM SPSS Data Collection Statistical Software License - To be used by the Computer Systems/Information Specialist hired under this grant to retrieve and analyze data as required by the grant sponsor.	\$4,520.00	\$0.00	\$0.00	\$0.00	\$4,520.00	1

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Agency Name: Travis County
Grant/App: 2636801 Start Date: 9/1/2012 End Date: 3/31/2014

Project Title: Indigent Defense System Evaluation Project
Status: Pending OOG Review

Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

N/A

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2011

Enter the End Date [mm/dd/yyyy]:

9/30/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

26615667

Enter the amount (\$) of State Grant Funds:

4816158

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2011

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- 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 participation in this transaction by any federal department or agency;
- 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; or
- 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 the above bullet; and 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.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

You are logged in as **User Name:** debrahale

Travis County Resolution
Indigent Defense System Evaluation Project Grant
(Grant period 9/01/12 – 3/31/14)

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that Travis County participate in the Indigent Defense System Evaluation Project.

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Indigent Defense Systems Evaluation Project to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: 2636801

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>

Grant Title:	Other Victim Assistance Grant (OVAG)			
Grant Period:	From:	9/1/12	To:	8/31/13
Grantor:	Office of Attorney General (OAG), Crime Victims Services Division			
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:				
Originating Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>	
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$42,000	\$0.00	\$11,557	\$0.00	\$53,557
Operating:	0	0	0	0	\$0.00
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	\$42,000	\$0.00	\$11,557	\$0.00	\$53,557
FTEs:	1.00	0	0	0	1.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/Contribution to Grant	Estimated Total	Filled FTE
	\$	\$	\$	

Department	Review	Staff Initials	Comments
County Auditor	X	JM	Simple
County Attorney	X	BW	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Average days to contact a victim of FV by phone after filed in CC4.	Under 30	25	23	8		Under 30

# of CC4 Protective Order Cases Filed	450	101	106	133		500
# of District Court Protective Order Cases Filed	400	103	119	130		450
Number of victims served by grant funded counselor	500	166	135	162		500
Measures For Grant	Projected	12/31/11	3/31/12	6/31/12	9/30/12	Projected
Number of victims assisted with VINE by grant funded counselor	25	27	16	23		50
Outcome Impact Description						
Number of victims helped/educated about CVC by grant funded Victim Counselor	85	52	44	46		150
Outcome Impact Description						
Number of victims given info and referrals by grant funded Victim Counselor	500	166	135	162		500
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding with this grant contract from the Office of the Attorney General for continuation of this existing grant.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The Travis County Attorney's Office (TCAO) has received a contract for the Other Victim Assistance Grant (OVAG), through the Office of the Attorney General (OAG), Crime Victims Services Division. One of the purposes of OVAG is to provide direct victim services, including, but not limited to: counseling, crisis intervention, legal assistance, victim advocacy and information and referrals.

TCAO seeks to increase our outreach and response to victims of criminal assault cases as well. This position is unique because it both serves applicants of Protective Orders as well as victims of criminal cases, conducting phone outreach in an effort to educate them about the criminal justice system as well as what their rights are as victims in Travis County.

High-risk family violence victims are our targeted population. This includes situations where an individual is seeking a 2-year protective order *and* are currently designated as a victim in an active family violence case that is being prosecuted by the State of Texas. By hiring a specialized victim counselor, it increases our outreach and availability to victims in Travis County.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

This most recent OVAG grant application covered two years but we receive one contract per fiscal year. Our office is also required to provide office supplies, desk, chair, computer and phone.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

TCAO will need to match \$11,577 for FY 2013 to pay for the remaining salary and fringe that the max grant award of \$42,000/year is unable to cover.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant opportunity does not offer an indirect cost allocation. It is not required in the grant rules or application kit.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Should we lose funding for this position, the Travis County Attorney's Office will attempt to request additional staff from the County Commissioner's Court. While our office is committed to enhancing services to family violence victims, given today's economic climate, it is unknown if that amount of funding is currently available. In addition, our office continues to rely on our volunteer social work interns as a means of support and advocacy to serve our victims as well.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

It is our goal that the grant funded victim counselor will increase the number of victims we outreach to over the course of each grant funded year. Over the next year, our office will make initial phone contact with victims of family violence in an average of 30 days or less after case filing. This will enhance our office's ability to meet the unique needs of family violence victims. This counselor will be able to intervene during a very chaotic and confusing time for the victim. This position will offer education surrounding their rights, the criminal justice system, as well as information regarding the cycle of violence. Victims' safety will increase as well as their ability to know all of their options and then be able to make a choice for themselves.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

William Derryberry - PBO
CC: David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office
TO: Patty Lennon, Auditor's Office
FROM: Megan Fox, LMSW, TCAO
DATE: August 2, 2012
RE: FY 2013 OVAG Grant Contract #1335967

Dear William Derryberry,

The Travis County Attorney's Office (TCAO) has received a grant contract from the Office of the Attorney General (OAG), Crime Victims Services Division's Other Victim Assistance Grant (OVAG) for the time period of 9/1/2012 – 8/31/2013. The funding from the grant will provide TCAO with 1 FTE Victim Counselor for the Family Violence Division.

The grant award amount is \$42,000 for FY 2013. This positions' salary is \$37,024, with an estimated \$16,533 needed to cover the cost of fringe. Our office is requesting that the county match \$11,557 to cover the remaining costs of fringe for this position. If the county is unable to provide this match, then the TCAO will increase its contribution from CAPSO in the amount of \$11,557.

TCAO is requesting that the Commissioner's Court approve the grant award.

It is imperative that this issue get on the Commissioners Court agenda for August 14th, as a signed copy of the grant award must be scanned and emailed to the OAG by that date.

Attached for your review are the following documents:

-
- 1) Grant Summary Sheet
 - 2) Grant Contract
-

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox

Megan Fox, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9570
Travis County Attorney's Office, Family Violence Division

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**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
TRAVIS COUNTY ACTING THROUGH THE
TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1335967

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

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Other Victim Assistance Grant (OVAG) program is to accomplish the general public purpose of addressing the unmet needs of crime victims by maintaining or increasing their access to quality services. It is intended that the grants will be awarded through a competitive selection and allocation process. The purpose of this contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In general, and subject to the terms, conditions, and limitations of each specific contract with each grantee, OVAG contracts awarded may be used for victim-related services or assistance for the following purposes:

- a. To provide direct services to crime victims including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, assistance with Texas VINE, legal assistance, victim advocacy, and information and referral;
- b. To provide outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- c. To connect crime victims to services for the purpose of supporting or assisting in their recovery;
- d. To train professionals and volunteers to improve their ability to inform crime victims of their rights, to assist crime victims in their recovery, or to establish a continuum of care for crime victims; or
- e. To provide other support for crime victims, related to services or assistance in aid of the recovery of the victim as determined by the OAG.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2012 and shall terminate August 31, 2013, unless it is terminated earlier 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 OVAG/VCLG FY 2012-2013 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

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.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

4.1.2 Cooperation; Additional Information. 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.

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

letterhead signed by the Authorized Official, may request a change to the Grant Contact.

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

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

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS).

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

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2012, March 30, 2013, June 30, 2013, and continuing until the last quarterly statistical report which is due on or before September 30, 2013.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation

to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 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 Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the 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 October 15, 2013, GRANTEE will submit fiscal year end required reports.

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

- b. **Equipment Inventory Report.** 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. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit - "timely" means on or before May 31, 2013; 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) day of each month, or if the 20th falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

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

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

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

inventory of all equipment or assets, which is available to the OAG at all times upon request.

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

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

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

SECTION 5 OBLIGATIONS OF OAG

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

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

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

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, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. 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 the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required 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 in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

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

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

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by 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 to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

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

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

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

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perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

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

8.1 Programmatic Reports and Information (excluding Financial Reports). All 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 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 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, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

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

SECTION 10 GENERAL TERMS AND CONDITIONS

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

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement

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

10.3 Basis of Accounting. GRANTEE shall adhere to an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS) and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

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

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

SECTION 11 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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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 Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 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.

11.10 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 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal

Compensation for Crime Victims payments as administered by the Office of the Attorney General.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

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 All 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 stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

**TRAVIS COUNTY, acting through the
TRAVIS COUNTY ATTORNEY'S OFFICE**

Printed Name: _____
Office of the Attorney General

Printed Name: _____
County Judge, Authorized Official

EXHIBIT A

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1335967

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

**FORTY-TWO THOUSAND AND 00/100
(\$42,000) DOLLARS.**

Budget. 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	State Fiscal Year 2013
Personnel	\$34,609
Fringe Benefits	\$7,391
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
Total	\$42,000

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EXHIBIT B

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

OAG Contract No. 1335967

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2012-2013 grant application, as further modified by the OAG, applies to this contract:

If Travis County Attorney's Office/ Family Violence Division is awarded OVAG grant funding to implement this project, then the office will work with our Travis County Commissioner's Court to approve/accept the award. During this time, the TCAO FV Division Director will work on posting the job description for the full-time OVAG grant funded Victim Counselor position and begin the interview/hiring process. The TCAO Grant Manager, TC HR, and TC Auditors will work to create amounts to certify the revenue and create accounts. Once the revenue is certified, work will be done to continue interview and hiring process. TCAO will interview potential applicants for the position and make an offer and start date. The TCAO Grant Manager and Division Director will become familiar with grant needs: Statistic gathering and documentation needs, deadlines for project progress reports and financial reporting. Orientation and training will be planned for the new employee. The new victim counselor under this grant will work M-F 8-5pm with 1 hour lunch. The position's office will be located at TCAO/FV Division. The position will be provided necessary office supplies, desk, chair, computer, and phone by Travis County Funds.

The new victim counselor under this grant will participate in 2-3 months of orientation and training where he/she will observe and shadow other victim counselors, read a manual, observe court, visit partner agencies, and become familiar with skills and duties. This victim counselor will be trained specifically in the goal for the grant. Initially, this victim counselor should shadow and train to do victim contact on the phone and observe Court 4 prosecution work. After the victim counselor has become familiar with phone outreach and prosecution work, then he/she would need to train and assist with protective order screening and support of applicants. For the next 2 years: Grant Funded Victim Counselor Duties: 50% of the victim counselor's time (weekly) on this grant project will be early phone outreach to victims in our newly filed family violence cases. Phone outreach and early support of victims in new filed criminal cases is the primary goal of this grant and needs to encompass 50% or more of the victim counselor's duties reported on grant activity logs.

A set/consistent schedule would work best where the victim counselor can focus on outreach and not interrupted. The remaining time will need to be devoted to other victim counselor work: Protective Order screening rotation, follow up with victims, victim witness phone rotation, documentation, staff

meetings, community meetings, trainings, grant activity logs/timesheet etc.

The primary function of this position is to outreach to victims early and offer supportive services. The goal of this grant project is for TCAO/FV Division to make initial contact with victim is less than 30 days after filing within the next 2 years. The position on this grant will be an essential contribution to this goal. This grant will provide TCAO/FV Division with a victim counselor who is educated, skilled, and trained to work with victims of family violence in a prosecution setting. The victim counselor will enhance TCAO/FV Division's ability to combat "high safety risk" victim needs by making initial victim contact early in cases. This grant funding will help victims have earlier access to crisis/safety help, education/information, supportive counseling, rapport/trust with TCAO, resource advocacy/referrals, victim input/opinion in case, court setting/case updates, and an ongoing/supportive victim counselor at the beginning and through the case.

EXHIBIT C

**GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY ATTORNEY'S OFFICE**

OAG Contract No. 1335967

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.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

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GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	854-7508	

Grant Title:	TCSO Child Abuse Victim Services Personnel				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	OJP-DOJ-VA (Victims of Crime Act formula grant program)				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	24,597	24,891	0	0	\$49,488
Operating:	400	106	0	0	\$506
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$24,997	\$24,997	\$0	\$0	\$49,994
FTEs:	0.50	0.50	0.00	0.00	1.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
1370750001	8,920	0	8,920	1.00	10/31/2012

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input type="checkbox"/>	N/A	

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Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Crime Victims Served	3456					3598
Measures For Grant						
Number of Child Abuse victims/survivors seeking service who are served	360	120				360
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting permission to continue the Child Abuse Victim Services Personnel Grant until the forthcoming agreement is fully executed. The estimated cost for two months is \$8,920 with half temporarily covered by salary savings in the FY 12 budget and the remaining half within the office's FY 13 budget. Once the contract is executed and revenue is certified then the expenses will be reclassified against the grant.

PBO recommends approval to avoid gap in service for this program.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. However, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

This grant proposal will support funding for one full-time Victim Counselor who will be responsible for service provision to the victims associated with Child Abuse cases. Services provided will include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), it is estimated that this position will afford services to an additional 360 victims.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

The Sheriff's Office will budget funds to cover a 50% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

In accordance with grant rules, projects totaling less than \$50,000 may waive the indirect costs.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

There is no County commitment to funding if the grant is discontinued. However, by using this grant opportunity to serve a segment of victims that has previously been underserved, we can collect data and better identify the need for future requests.

6. If this is a new program, please provide information why the County should expand into this area.

This is an continuation of the services provided by the Travis County Sheriff's Office Victim Services Unit with the initial grant application for Child Abuse Victim Services personnel in FY11.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

TCSO investigates in excess of 500 cases of Child Abuse annually; however, prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases. This resulted in only about 9% of the Child Abuse victims receiving services in FY10. During the eight months of FY11 the Child Abuse grant was staffed, TCSO was able to serve victims in 19% of the 550 child abuse cases investigated due to the implementation of the Child Abuse Victim Services personnel.

The Victim Counselor provided through this project will be included in the existing on-call rotation, and will hold within their primary duties the provision of services to victims associated with Child Abuse cases. Through this project it is estimated an additional 360 victims would receive services from TCSO Victim Services personnel.



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July 31, 2012

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Karen Maxwell, Research & Planning

SUBJECT: Consent to Continue Child Abuse Victim Services Counselor FTE
Grant Period 09/1/2012 – 8/31/2013

Travis County Sheriff's Office currently has a position funded by the Office of the Governor, Criminal Justice Division dedicated to serving the victims of Child Abuse in Travis County. The current grant cycle is set to expire on August 31, 2012. We are still waiting for award notification from the State for our FY13 Child Abuse grant proposal, but have received preliminary encouragement that it will be funded. We ask the Court's permission to continue the grant funded slot for this position, Slot 1844 (victim counselor).

We are asking that the Court allow us to continue this position through October 31, 2011. This request should allow sufficient time for the State to make their decisions, make notifications and for us to return to Court with our request for acceptance. Salary and benefits would total \$8,920. Our application provides for a 50% County match, so 50% of that (\$4,460) would be eligible for reimbursement.

We appreciate the continued support of the Travis County Commissioner's Court and look forward to continuing our services for victims of crime in Travis County. Please call me at extension 4-7508 if you have any questions.

xc: Travis Gatlin
Jim Connolly
Matt Naper
Michael Hemby
Wanda Mackey

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