



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 09/03/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget, 854-9726

**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 related special budgets, and permissions to continue:

- A. Annual contract with the Office of the Attorney General for the Other Victim Assistance Grant program in the County Attorney's Office;
- B. New contract with the Texas Bar Historical Foundation for a grant to assist with the historical preservation of documents in the District Clerk's Office;
- C. Contract amendment to the Title IV-E Legal Administration grant in the District Attorney's Office; and
- D. Annual contract with the Corporation for National and Community Service for the Coming of Age grant program in Health and Human Services and Veterans Service Department.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Item A & D are routine renewals of existing programs. Item B is a new small grant in the District Clerk's Office to preserve several volumes of historical records. Item C is a cost neutral amendment to an existing grant that allows the grantor to modify some grant language in the contract.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Item A requires a match, which is met through internal departmental resources.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

9/3/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

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 #
<b>Contracts</b>											
A	119 Other Victim Assistance Grant	09/01/13 - 08/31/13	\$42,000	\$0	\$13,236	\$0	\$55,236	1.00	R	S	11
B	122 Texas Bar Historical Foundation	07/24/13 - comp.	\$2,829	\$0	\$0	\$0	\$2,829	0.00	R	S	37
C	123 Title IV-E Legal Administration*	10/01/13 - 09/30/13	\$1,938,612	\$0	\$0	\$0	\$1,938,612	14.00	R	MC	62
D	158 Coming of Age	04/01/13 - 03/31/14	\$35,163	\$324,753	\$0	\$0	\$359,916	4.00	R	MC	69

\* Amended from original.

**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 2013 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, 2012, 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
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	2/5/2013
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart'Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
123	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	5/14/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)-HAZmat ID	10/01/13 - 11/30/14	\$22,500	\$0	\$0	\$0	\$22,500	-	5/21/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	7/30/2013
158	Coming of Age (DADS)	09/01/13 - 03/31/14	\$14,282	\$14,282	\$0	\$0	\$28,564	-	8/13/2013

\*Amended from original agreement. \$52,277,789 \$1,354,555 \$886,098 \$73,588 \$50,388,505 57.70

**FY 2013 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, 2012.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12-3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12 - 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10 - 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11 - 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11 - 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological/Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/21/2013
149	CAMPO Surface Transportation Program-Metropolitan Mobility; Blake-Manor Shared Use Path	05/21/13 - until complete	\$2,208,400	\$651,715	\$0	\$145,866	\$3,005,981	-	5/21/2013
147	Fire Mitigation Assistance Grant-Perdarnales Fire #2959	09/04/11	\$306,990	\$0	\$0	\$0	\$306,990	-	5/28/2013
147	Fire Mitigation Assistance Grant- Steiner Ranch Fire #2960	09/04/11	\$204,379	\$0	\$0	\$0	\$204,379	-	5/28/2013
158	Comprehensive Energy Assistance Program #58120001710	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	-	5/28/2013



Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
149	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	8/31/13 - 8/31/15	\$2,356,310	\$0	\$0	\$0	\$2,356,310	2.80	7/30/2013
149	LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)	8/31/13 - 8/31/15	\$1,716,162	\$7,000	\$0	\$0	\$1,723,162	0.50	7/30/2013
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	0.00	8/6/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	8/13/2013
158	Basic Transportation Needs Fund (Capital Metro Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	0.00	8/13/2013
158	Comprehensive Energy Assistance Program #58120001710*	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	4.00	8/20/2013
158	Comprehensive Energy Assistance Program #58130001651*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	4.00	8/20/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	8/20/2013

\*Amended from original agreement. \$14,971,031 · \$400,027 \$214,286 \$0 \$15,585,344 23.08

FY 2013 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	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request	Total Request				
137	Child Abuse Victim Services Personnel**	09/01/12 - 08/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	Yes	
119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	Yes	
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	No	
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	Yes	
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	Yes	
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	Yes	
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	Yes	
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	Yes	
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	Yes	
158	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	Yes	
158	Low Income Home Energy Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	No	
158	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	Yes	
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No	

FY 2013 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	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No	
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No	
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No	
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No	
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No	
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No	
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No	
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No	
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No	
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No	
Totals			\$927,727	\$607,300	\$1,535,027	128.50				



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Attorney's Office (TCAO)/ Family Violence Division	
<b>Contact Person/Title:</b>	Megan Fox Navarro, Victim Counselor	
<b>Phone Number:</b>	(512) 854-9529 (direct) (512) 854-9415 (main)	

<b>Grant Title:</b>	Other Victim Assistance Grant (OVAG)		
<b>Grant Period:</b>	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Attorney General (OAG), Crime Victim Services Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 42,000	\$ 0	\$ 13,236	\$ 0	\$ 55,236
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 42,000</b>	<b>\$ 0</b>	<b>\$ 13,236</b>	<b>\$ 0</b>	<b>\$ 55,236</b>
<b>FTEs:</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   -	Applicable Departmental Measures				
1.	Number of victims served by OVAG Funded Victim Counselor	577	635	500	500
2.	Number of victims given victim advocacy	180	188	150	150
3.	Number of victims assisted with Crime Victims Compensation	105	192	100	100
+   -	Measures for the Grant				
1.	Number of victims provided with Information and Referrals by OVAG funded Victim Counselor	463	635	500	500
	Outcome Impact Description				
2.	Number of Volunteers in Family Violence Division	4	5	4	4
	Outcome Impact Description				
3.	Number of victims assisted with VINE by OVAG funded Victim Counselor	25	92	75	75
	Outcome Impact Description				

**PBO Recommendation:**

PBO concurs with acceptance of this continuation grant that has been awarded for the past four years. The County Attorney's Office will internally fund the \$13,236 of Fringe Benefit Costs over the grant award of \$42,000 for this position.

**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 one?**

The OVAG grant has been funded without interruption since 2009. The primary function of this victim counselor position is to outreach to victims of criminal cases in a timely manner as well as provide assistance to walk-in clients applying for a protective order. This grant provides our office with a victim counselor who is skilled, educated, and trained to work with victims of family violence. This position is able to assess a victim's needs and provide much needed support, counseling, and referrals during a time when the victim may feel extremely vulnerable and scared. This funding allows victims to have earlier access to safety planning, and education/information about the dynamics around domestic violence as well as how the criminal justice system works. This position enhances the already existing victim services program at the TCAO and for the last four years, has proven to be an extremely important addition to the Family Violence Division.

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

This year, the OAG is only granting the award for one year at a time. If our office preforms adequately, we are eligible to reapply for the next year. We are required to provide an office space, desk, telephone, and supplies for the grant funded employee. The Victim Counselor who is currently in this position is using a computer that was paid for with funds from the OVAG grant from 2009.

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 OAG allows each applicant to apply for a maximum award of \$42,000 per year, totalling an award of \$84,000 for both Fiscal Year (FY) 2014 and FY 2015.

Currently, in FY 2013, the base salary for this position is \$37,024 with \$16,603 for fringe costs, for a total of \$53,627. Since there is no way to predict if rates will change in the future, for this application, we are including a 3% increase to cover possible changes in benefits in both years.

For FY 2014, the grant funds would cover 100% of the salary and approximately 23% of the fringe costs (\$3,865.28), leaving the County to match approximately \$13,236 from the general fund.

TCAO would like to continue with this grant program and asks that a total of \$13,236 be allotted to keep this position for FY 14.

We feel that this position is an extremely vital part of our division, as the number of family violence victims in Travis County continues to rise each year. Our Family Violence Division also believes that there is a significant importance in being able to outreach to victims early in criminal cases. Early outreach increases victim safety and victim prosecution cooperation, and it also allows our counselors to offer resources and referrals to the victims, a key component in victim restoration. Early outreach also allows our prosecutors to strategize the cases early on and get the victim's input before the offender has a chance to convince the victim to try to drop charges.

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

No, there is no indirect cost allocation with this grant.

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

TCAO is committed to meeting the needs and enhancing services to victims of family violence crimes. That being said, should we lose funding for this position, we would request that the County Commissioner's Court grant a request to fund this position internally. Given today's economic climate, we have no way to know if that request is possible. Should we lose this grant funding, we would continue to rely on the current victim counselors in this division, as well as the University of Texas School of Social Work interns that we have each semester.

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.

In the next two years, it is our goal to make initial phone contact with victims of criminal Family Violence cases within 30 days of the filing. Since these victims are considered 'high-risk,' we believe that early intervention is extremely important for victim safety. Not only that, reaching out to victims is critical in order to help them feel less overwhelmed by the system and hopefully, more empowered and trusting of the criminal justice system. We want to provide safety planning to victims at a time when it may be needed most. Victims of family violence need early opportunities to give their victim input to us, as well as know what their rights are.

Given that our office is converting to paperless files, a transitional period is predicted as we determine the best method to ensure that timely outreach is occurring in the future.

Victims are also encouraged to come in to our office to apply for a two year protective order as well. Especially on days when there are no social work interns to assist with clients, this grant funded position has proven to be extremely important to help with the significant amount of people wanting to be screened for a protective order every day. This grant position provides essential support to victims in Travis County.

In FY 2012, of the County Court #4 cases where outreach was able to occur (meaning the victim had a working phone where we were able to reach them), that outreach occurred in an average of 26 days. Our office is confident that should this position be funded again, we will be able to decrease that amount of time given our recent transition into a more efficient and paperless system.

DAVID ESCAMILLA  
COUNTY ATTORNEY



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

**William Derryberry – PBO Analyst**  
**David Escamilla, TCAO**  
**Mack Martinez, TCAO**  
**Chantelle Abruzzo, TCAO**  
**Jessie Mars, Auditor's Office**  
**Dede Bell, Auditor's Office**  
**Alan Miller, PBO**  
**TO: Adriana Peabody, TCAO**  
**FROM: Megan Fox Navarro, LMSW, TCAO**  
**DATE: August 21, 2013**  
**RE: FY 2014, Other Victim Assistance Grant (OVAG) Grant Contract #1444868**

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 9/1/2013 – 8/31/2014. 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 2014. This positions' salary is \$38,135 with an estimated \$17,101 needed to cover the cost of fringe. Our office is requesting that the county match \$13,236 to cover the remaining costs of fringe for this position.

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

It is important that this issue get on the Commissioners Court agenda for September 3rd, as a signed copy of the grant award must be scanned and emailed to the OAG as soon as possible.

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 Navarro*

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



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

**OAG Contract No. 1444868**

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, 2013 and shall terminate August 31, 2014, 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 2014-2015 Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2014-2015 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 including financial and programmatic policies and procedures.

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

GRANTEE shall develop, implement, and maintain 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, 2013, March 30, 2014, June 30, 2014, and continuing until the last quarterly statistical report which is due on or before September 30, 2014.

**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, 2014, 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, 2014; 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 (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice 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 all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the person, entity, or contractor(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 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds



from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

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

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

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

**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 its 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.

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, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

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

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

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

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

is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No 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, FOR THE TRAVIS  
COUNTY ATTORNEY'S OFFICE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: Samuel T. Biscoe  
County Judge, Authorized Official

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

**OAG Contract No. 1444868**

**EXHIBIT A**

**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:

<b>Budget Category</b>	<b>State Fiscal Year 2014</b>
Personnel	\$38,135
Fringe Benefits	\$3,865
Professional & Consultant Services	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
<b>Total</b>	<b>\$42,000</b>

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

**OAG Contract No. 1444868**

**EXHIBIT B**

**GRANT NARRATIVE**

**UNLESS OTHERWISE LIMITED, DEEMED INAPPROPRIATE BY SPECIAL CONDITIONS OR ALTERED BY APPROVED BUDGET ADJUSTMENTS/BUDGET MODIFICATIONS**, the following narrative provided by GRANTEE in its FY2014-2015 grant application, applies to this contract:

If our office is awarded OVAG grant funding to implement this project for another two years, we will work with the Travis County Commissioner's Court to accept the award. After the grant has officially been accepted and approved, our office may keep the current grant funded counselor in this position. Or, our division director may decide to switch the current employee into a different, county-paid position and then hire externally for this grant. If that transition does occur, it is our office's goal to maintain consistency and make the transition as smooth as possible. If we do hire another applicant for this position, then they would undergo a two to three month orientation period. This would consist of observing and shadowing other victim counselors, reading a new employee manual, observing court hearings, and becoming familiar with daily responsibilities and tasks. This position would train both in our County Court #4 outreach, as well as our Protective Order division. Over the next two years, this position will focus on outreach to victims of criminal cases in order to provide advocacy, offer guidance, and get their victim input. This position would also assist with walk-in protective order applicants as they screen the applicants, complete necessary paperwork, and offer appropriate referrals. The Victim Counselor position will spend an average of 50% of their time on outreaching to victims of family violence cases over the phone. Because our office has recently gone "paperless", we believe that this process will get easier and it will allow our office to begin to reach out to victims within a month's time. This Victim Counselor position will also work with applicants who are applying for protective orders in our office. This will include face-to-face contact while the counselor screens an applicant to see if they qualify for an order, based on how the law defines it. Some cases may need follow-up after the initial contact is made, while other cases may not. This position will offer resources and referrals, guidance on the legal process, as well as ongoing support. When this victim counselor isn't conducting outreach to victims or working with protective order applicants, the remainder of their time will be devoted to other necessary work: documentation, staff meetings, trainings, and victim/witness phone rotation. This position will work Monday through Friday, 8:00 a.m. to 5:00 p.m, with a one-hour lunch break each day. Our office will

supply an office space, supplies, chair and phone. This position will continue to use the computer that this grant purchased for our office in 2009. This position will also complete an activity log every 2 weeks. This activity log will be verified by the Director of the Family Violence before it is submitted to the Auditor's Office. This activity log provides a breakdown by hour of how the grant funded personnel spent their time each day. This activity log will also assist in showing how that position is working towards achieving the goals outlined in this grant.

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

**OAG Contract No. 1444868**

**EXHIBIT C**

**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:

- Submit signed Resolution of the Governing Body.



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	TRAVIS COUNTY DISTRICT CLERK	
<b>Contact Person/Title:</b>	ROBERT CHAPPELL	
<b>Phone Number:</b>	512-854-6933	

<b>Grant Title:</b>	TEXAS BAR HISTORICAL FOUNDATION		
<b>Grant Period:</b>	From: <input type="text" value="JULY 24, 2013"/>	To: <input type="text" value="UPON COMPLETION"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
<b>Grantor:</b>	TEXAS BAR HISTORICAL FOUNDATION		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 2,829	\$ 0	\$ 0	\$ 0	\$ 2,829
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 2,829</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 2,829</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	None				
2.					
3.					
+ - Measures for the Grant					
1.	None				
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This new grant will fund the preservation of historical Travis County records. There is no County funding match required. The District Clerk's Office has opted to fund the preservation of additional records with a special revenue fund as detailed in #3 below. However, this County funding is not required by the grant terms. PBO recommends approval.

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 one?

The goal is to preserve historical records to their original use and form. The grant will ensure that these documents are preserved for future use. This grant is a new program.

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

This is a one-time requirement.

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.

Two volumes will be restored. One will be paid by grant and the other will be paid through the Travis County District Clerk Records Management Fund (0127).

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

No. Does not specify in grant rules.

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

Yes.

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

To preserve additional records of historical significance.

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.

This program will not affect current operation. No performance measures.







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## TEXAS BAR HISTORICAL FOUNDATION

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### *Terms of Agreement for Accepting a Grant from the Texas Bar Historical Foundation*

Grant reference number: FY13-002

Please refer to this number in all communications regarding this grant.

The Texas Bar Historical Foundation is pleased to offer this grant subject to your agreement to:

1. Use the grant funds only as specified in the approved grant proposal.
2. Maintain your records to show and account for the uses of grant funds.
3. Allow TBHF access to records to verify grant expenditures and activities.
4. Provide written acknowledgment of receipt of payments of grant funds.
5. Repay within 60 days any portion of the funds not used for the specified purposes.
6. Refrain from use of the funds for any purpose prohibited by law.
7. Publicity:
  - a. Cooperate with any efforts of TBHF to publicize the grant award.
  - b. Include mention of sponsorship of the project by the Texas Bar Historical Foundation in all press releases, news conferences and other media contacts concerning the project. All materials developed or published by the project, including brochures, announcements, flyers, manuals, reports etc., shall mention this sponsorship. Copies of TBHF's logo suitable for reproduction can be provided for your convenience.
8. Reports:
  - a. Comply with reasonable requests for information about program activities.
  - b. A complete program and financial report for the project must be provided within 60 days after the completion of the grant period, or by January 15, 2014, whichever arrives first.

If your organization agrees to these terms, please have an authorized representative sign and return one copy of this letter. We appreciate being able to assist you with your efforts.

I certify that the office of District Clerk of Travis County accepts the terms outlined in this letter:

Amber Rodriguez-Juanes  
By

Date

7/24/2013

Travis County  
District Clerk  
Title

## State Bar of Texas Blog : State Bar of Texas Blog : News & Features on Lawyers & Attorneys & Legal Professionals in Austin, Dallas, Houston & TX

**About the Bar**In 1882, hundreds of judges and lawyers gathered in Galveston to establish the Texas Bar Association, a volunteer organization. Half

[More...](#)

[Home](#) > [News](#) > Texas Bar Historical Foundation Awards Grant

### Texas Bar Historical Foundation Awards Grant

Posted on August 15, 2013 by [Patricia McConnico](#)



Travis County District Clerk Amalia Rodriguez-Mendoza gratefully accepted a grant award from the Texas Bar Historical Foundation on Aug. 13, 2013. The funds will be used to preserve the *District Court Civil Minutes: Volume B*, the second oldest in the county.

*Volume B* accounts for court records from the fall term of 1848 to the fall term of 1849, a time when the State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent republic. This unassuming volume records many significant cases relating to the growth of Texas and its historical figures, such as Sam Houston, the first president of the Republic of Texas. In 1848, Houston served as one of the first senators from Texas in the United States Senate and was considered a contender in the nation's presidential race.

The Texas Bar Historical Foundation selected *Volume B* because the important document has become so fragile—the binding is loose and the pages are brittle and falling from the book block, requiring immediate attention. Once preserved, the records will be publicly accessible and stored in a climate-controlled environment in the Travis County Heman Marion Sweatt Courthouse.

The foundation also selected a similar project in Cameron County to preserve court records detailing the tumultuous history of South Texas.

Pictured above from left, Alexandra Myers Swast, State Bar staff liaison to the Texas Bar Historical Foundation, and Travis County District Clerk Amalia Rodriguez-Mendoza.

Tags: [News](#)

**Comments (0)**Read through and enter the discussion with the form at the end

2013-04-22

# TEXAS BAR HISTORICAL FOUNDATION

*Founded in 1986*

*Dedicated to the research, collection, preservation and presentation of  
information, documents and objects relating to the  
Bench, Bar and Judicial System in the State of Texas*

## Grant Application Packet

2013

## THE TEXAS BAR HISTORICAL FOUNDATION

### GRANT APPLICATION GUIDELINES

The Texas Bar Historical Foundation was established to engage in and support the research, collection, preservation, and presentation of information, documents, and objects relating to the Bench, Bar, and judicial system within the State of Texas.

#### **Eligibility**

Grants are made only to Texas nonprofit organizations recognized as charitable organizations by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code, and to Texas governmental entities and subdivisions. Bar Associations, though 501(c)(6) organizations, are encouraged to apply for project support.

The Foundation does not award grants:

- To individuals.
- To be used to influence legislation or support candidates for public office.
- To be used solely for memorials (such as a statue or plaque).
- As additions to endowments.
- For general operating expenses, unless used exclusively for a qualifying project.

#### **Preferences**

The Foundation prefers to fund projects that support and reflect the mission and purposes of the Foundation. Accordingly, the Foundation prefers projects that:

- Help members of the public understand the history of Texas laws and the judicial system.
- Strengthen the court system and the administration of justice.
- Produce legal research, publications, and forums furthering the mission and purposes of the Foundation.
- Have secured additional pledges or approved funding
- Preserve and make available historically significant and/or vulnerable public records

The Foundation prefers not to fund:

- Organizations that in turn make grants to others.
- Fund-raising events or mass appeal solicitations.

As a rule, the Foundation will consider only one application from an organization within a twelve month period. Absent good cause, subsequent proposals from organizations previously funded by the Foundation will not be considered until a full report of the previous grant has been submitted to and accepted by the Foundation.

### **THE GRANT APPLICATION PROCESS**

The Foundation considers and awards grants annually. The application deadline is May 31<sup>st</sup> at 5:00 p.m. (Central Time) of each year.

At the sole discretion of the Foundation's Trustees, the Foundation may consider grant applications submitted outside of its annual grant application process.

#### **Application Packet – Government Entities**

To be eligible for consideration, grant applications from government entities must contain 1 original and 4 copies of the completed Texas Bar Historical Foundation Grant Application, executed by a duly authorized representative.

#### **Application Packet – Required Contents for Other Entities**

To be eligible for consideration, grant applications must contain 1 original and 4 copies each of the following.

- Completed Texas Bar Historical Foundation Grant Application, executed by a duly authorized representative of the organization or governmental entity.
- For non-profit 501(c)(3) organizations, a copy of the latest Verification of Tax-Exempt Status from the IRS.
- Statement of Financial Position (balance sheet) from the applicant's latest audit.
- Statement of Activities (actual revenue and actual expenses for a full year) from the applicant's latest audit.
- If applicable, a list of the organizations Board members or Trustees with addresses and telephone numbers.
- Staff roster of the organization or an organizational chart with staff names.

### **Application Packet – Optional Contents**

Applicants may also submit any of the following in support of their applications (5 of each).

- Cover letter describing the project (2 page maximum).
- News clippings or media releases about the organization or project.
- Brochures or other printed materials about the organization or project.

### **Conditions of Grants**

- The Texas Bar Historical Foundation reserves the right to approve or deny any application solely in its own discretion.
- The Foundation reserves the right to request additional documentation or support materials to evaluate grant requests.
- The Foundation requires that any organization receiving a grant must give credit to the Foundation in any report, publication, or press release it issues regarding the project.
- Grant awards must be used strictly in accordance with the proposal and budget submitted in writing to the Foundation. A grantee must petition the Foundation for permission to make any changes to the project or project budget.
- Semi-annual progress and financial reports will be required.
- A final report that includes a description of the project's outcome will be required, including a statement of the original goals and the progress made toward these goals.
- Grant funds must be used within the grant period as set forth in the grant award. Any funds not used during this period must be returned to the Foundation.
- The Foundation, in its sole discretion, may grant a six-month extension of a grant period upon a showing of good-faith effort to complete the project.

**TEXAS BAR HISTORICAL FOUNDATION**

**2013 Grant Application Checklist**

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*Required for Government Entities:*

- Completed and signed Grant Application Form – *Original & 4 Copies*

*Required for Other Entities:*

- Completed and signed Grant Application Form – *Original & 4 Copies*
- IRS Verification of Tax-Exempt Status for 501(c)(3) organization – *5 Copies*
- Statement of Financial Position (balance sheet) from latest audit – *5 Copies*
- Statement of Activities (actual revenue and actual expenses for a full year) from latest audit – *5 Copies*
- List of the organization's board members or trustees and their phone numbers – *5 copies*
- Staff roster or organizational chart with staff names – *5 copies*

*Optional:*

- Cover letter describing the project (2 page maximum) – *5 copies*
- News clippings or media releases about the organization or project – *5 copies*
- Brochures or other printed materials about the organization or project – *5 copies*

**Send completed, signed application and all required attachments together in ONE ENVELOPE or PACKAGE to:**

**Texas Bar Historical Foundation  
P.O. Box 12487  
Austin, TX 78711-2487**





**Amalia Rodriguez-Mendoza**  
District Clerk, Travis County  
Travis County Courthouse Complex  
P. O. Box 1748  
Austin, Texas 78767

**May 31, 2013**

**Texas Bar Historical Foundation  
PO Box 12487  
Austin, TX 78711-2487**

**To Whom It May Concern:**

The Travis County District Clerk is the office of record for all proceedings heard in the District Courts. This includes most personal injury lawsuits, disputes involving over \$100,000 in value, family law, tax collection cases, and appeals from nearly all state administrative agencies. Travis County also serves as the court of jurisdiction for the State of Texas. In addition, records of felony and some misdemeanor cases are maintained by the District Clerk.

The District Clerk's office also keeps the minutes of all civil and criminal proceedings in bound volumes which date back to the early 1840's when the office of District Clerk was first created.

In 2008, my office launched an important project to identify district court case files of historical significance and to preserve them in their original form for future use and reference. A case with historical significance was defined as having at least one of the following characteristics:

- The case involved a unique legal issue or controversy, prominent party, or other high profile or newsworthy aspect;
- The case has useful or significant informational content that reflects or exemplifies the cultural, political, economic, or social history of Austin and of Travis County

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**Administrative Offices**  
(512) 854-9737  
Fax: 854-4744

**Civil and Family Division**  
(512) 854-9457  
Fax: 854-6610

**Criminal Division**  
(512) 854-9420  
Fax: 854-4566

**Jury Office**  
(512) 854-4295  
Fax: 854-4457



**Amalia Rodriguez-Mendoza**  
District Clerk, Travis County  
Travis County Courthouse Complex  
P. O. Box 1748  
Austin, Texas 78767

The next phase of the project was to focus on the preservation of the records identified. With assistance and funding from the Texas State Court Records Preservation Task Force, we were fortunate to have had two separate cases selected to their top "20" notable records to preserve: Travis County Civil Minutes Book "C" and the Ross Sterling vs Miriam "Ma" Ferguson case of 1932.

Additionally, my office was able to add a third case, the Sweatt vs Painter filed in Travis County in 1946, which we funded internally from our Records Preservation Fund.

To help continue our preservation efforts, we identified Travis County Civil Minutes Volume "B", as the next book to be preserved due to its historical nature and poor condition.

We respectfully submit this request for funding for Travis County Civil Minutes Volume "B". If you have any questions, please contact me at 512/854-9737.

We appreciate the opportunity to submit this request and thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink that reads "Amalia Rodriguez-Mendoza".

**Amalia Rodriguez-Mendoza**  
Travis County District Clerk

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**Administrative Offices**  
(512) 854-9737  
Fax: 854-4744

**Civil and Family Division**  
(512) 854-9457  
Fax: 854-6610

**Criminal Division**  
(512) 854-9420  
Fax: 854-4566

**Jury Office**  
(512) 854-4295  
Fax: 854-4457

**TEXAS BAR HISTORICAL FOUNDATION**

**2013 Grant Application Form**

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**Date: May 31, 2013**

**Project Title: Historical Records Preservation**

**Amount Requested: \$2,828.75**

**Have Specific Gifts Been Given to the Foundation for this Project or County? If yes, how much? n/a**

**1. General Organization Information \*\* please note that not all questions must be answered, as some are not applicable to governmental entities \*\***

Organization Name	Travis County District Clerk		
Address	1000 Guadalupe Street, Suite 306		
City, State, Zip	Austin, TX 78701		
Phone	512-854-9737	Fax	512-854-9737
Web Address	www.co.travis.tx.us/district_clerk/		
Year Established			
Federal ID / EIN #			
Purposes of the Organization	The Travis County District Clerk is the custodian of records for the District Courts of Travis County, Texas.		
Executive Director / CEO	Amalia Rodriguez-Mendoza	Phone	512-854-9737
Title	District Clerk	Fax	512-854-4744
Email address	Amalia.rodriguez-mendoza@co.travis.tx.us		
Primary Contact	Michelle Brinkman	Phone	512-854-5981
Title	Chief Deputy	Fax	512-854-4744
Address	1000 Guadalupe Street, Suite 306		
City, State, Zip	Austin, TX 78701		
Email address	Michelle.brinkman@co.travis.tx.us		
Additional Information If Needed:			

**2. General Project Information**

<input checked="" type="checkbox"/> New Project			
<input type="checkbox"/> On-going Project			
Commencement Date:		Projected Completion Date:	Ongoing
Time frame in which funds will be used	From	May 31, 2013	To: Ongoing
Total Budgeted Cost for the Project	\$ 2,828.75		
Other funds available for the Project	Amount	\$	
	Sources		
If you have received a previous grant from the Foundation, please provide:	Date	n/a	
	Amount	n/a	
	Project	n/a	

**If this is an official court record or document preservation project, please fill out the following questions. If this is a grant request for other projects, please jump ahead to question 7.**

3. Please describe the record(s) selected for preservation and conservation treatment, including the dates created and the format (bound, used to be bound, case files, etc). How would you describe their historical significance, evidential, or informational value?

**Travis County District Court Civil Minutes "Volume B" accounts for court records from the Fall Term of 1848 to the Fall Term of 1849. The State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent Republic. This unassuming volume records many historically significant cases relating to the growth of Texas and its historical figures. One such figure is Sam Houston, the first President of the Republic of Texas. In 1848, he was now serving as one of the first Senators to the US Senate from Texas. In fact, in 1848, Houston was considered a contender for the US Presidency. Many of the entries in this volume relate to historical cases against Sam Houston.**

4. What is the current condition of the records? (Fragile, water damaged, brittle, etc.)

**The book is extremely fragile and pages are brittle. The binding is loose and the pages are falling from the book block. The book will require excessive mending. As evidenced in the attached photographs, the book is in deteriorating condition and needs some immediate attention.**

5. *Where are the records stored? Where do you plan to store the records after they are conserved? Please describe storage details if your grant request includes any requests for upgraded housing or environmental controls.*

**The records will be stored in a secured climate-controlled environment in the Travis County Heman Marion Sweatt Courthouse, Office of the District Clerk, where other restored historical records are maintained and will be accessible for viewing by the public.**

6. *Have you selected a vendor? Please attach a vendor quote if available, or detail the estimated costs for this project.*

**Yes, the vendor selected is KOFIL, quote is attached.**

**Kofile has been working in the field of public document preservation since 1962. Their specialty is the preservation of public records including books and manuscripts, etc. Staff is trained in paper conservation methods developed specifically for books and documents used by County, Municipal, and other government offices.**

7. *What are the Project's Goals and Expected Outcomes?*

**The goal is to preserve records which have sufficient historical significance or other value to warrant their continued preservation for future generations. Civil Minutes Volume B documents periods of early Texas history and the beginning of the court system in Texas as well as the early settlers of Texas.**

8. *How will the Project support the research, collection, preservation, and presentation of information, documents, and objects relating to the Bench, Bar, and judicial system within the State of Texas?*

**Civil Minutes Volume B records the early judicial system in the State of Texas in particular the district courts in the state Capitol of Austin.**

**The preserved court records will benefit the general public by being accessible and available for research or for public exhibitions to schools or other institutions.**

9. *Is the Project expected to have a statewide impact? If so, how? If not, what area(s) of the state are expected to benefit?*

**The City of Austin is the state capitol, and the Travis County district courts serve the Austin area. This volume of court records is representative of the early court system in the State of Texas.**

**The enduring historical value of Travis County, as the seat of Texas government, will have a statewide impact.**

**10. Describe how the organization plans to accomplish the Project?**

**With this grant, the Office of the District Clerk will employ the services of KoFile, which will complete the preservation of this important volume.**

**11. Describe how the organization will staff the Project?**

**The vendor will complete all work on this volume, so additional staffing for this project is not required.**

**12. If the Foundation does not award this grant, how will this project be funded?**

**We will seek private funding or foundation grants to continue this project. Also, the Travis County District Clerk's Office will use funds from the Records Management and Preservation Fund to preserve some documents as funds become available.**

**13. If the Foundation does award this grant, will the Project be completed within the grant period requested in #2? If not, how does the organization plan to continue the project after the grant period?**

**Yes, the project will commence as soon as funding is secured.**

**14. Please complete the attached Project Budget.**

**PROJECT BUDGET**

<b>INCOME</b>	
List other funding sources	Amount of other funding



2013-04-22

	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Sub-total Equipment Costs	\$	\$	\$
<b>Other Project-Related Expenditures (specify)</b>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Sub-total Other	\$	\$	\$
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,828.75</b>	<b>\$</b>	<b>\$</b>





# KOFILE PRESERVATION

September 24, 2012

Honorable Amalia Rodriguez-Mendoza  
Travis County District Clerk  
P.O. Box 1748  
Austin, Texas 78767  
Amalia.rodriguez-mendoza@co.travis.tx.us

Dear Hon. Amalia Rodriguez-Mendoza,

Per your request, we have prepared a non-binding quote for the preservation of the two Travis County District Clerk's historical volumes. KOFILe Preservation is uniquely capable of timely executing this project. We focus on quality and precision, while remaining cost effective. KOFILe Preservation is highly qualified, and has executed similar contracts across the country.

Preservation will minimize the chemical and physical deterioration of the page, and prevent the loss of text. Its goal is to prolong the existence and useful life of the original format. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate any combination of conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair of the existing resource to protect or stabilize it from further deterioration.

**Proposed Preservation Services include, but are not limited to:**

**Conservation** Sheets are flattened and surface cleaned. Damaging fasteners are removed, and sheets are mended and repaired. All sheets are deacidified and encapsulated in *Lay Flat Archival Polyester Pockets™*. Encapsulated sheets are rebound in an imitation leather *Disaster Safe County Binder™*. This may include *splitting books with large capacities into two volumes*. Sheets are punched to any hole specifications, and index tabs are repaired/replaced as necessary.

**Imaging** Imaging includes preparation, batching, and capture while adhering to strict quality control. Images are captured at a minimum of 200 dpi at 256 gray levels, ensuring the highest image quality for poor contrast and difficult-to-read information. Images for target system inclusion are accumulated as Group IV bi-tonal images in a standard TIFF format. Single-page images are stored in .001-.00n (Page Numbers) extensions. For output, images are optimized and scaled to the system. This service also

**DOCUMENT PRESERVATION SPECIALISTS**

6300 Cedar Springs Road, Dallas, Texas 75235  
P: 214/ 351.4800 F: 214/ 442.6669 www.kofile.us

includes:

- Image Processing
- Zonal Image Enhancements
- Deskew
- Despeckle
- Border Removal
- Page Validation
- Image Splitting
- Image Annotations

Our technicians are trained to handle fragile documents. We always default to the U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. We work with key stakeholders to ensure that the requirements are understood, technology is applied appropriately, and benefits exceed expectations. We do not subscribe to the "scan it and forget it" philosophy.

**Price Quote:**

TRAVIS COUNTY DISTRICT CLERK					
Price Quote is good for 60 Days. Pricing includes shipping and handling.					
RECORDS SERIES TITLE	VOL.	PAGE COUNT	CONDITION	NOTES	PRICE
CIVIL MINUTES	A	609	Fair	Bound book with manuscript sheets. Evidence of water damage, and resulting mold growth. Index in the front and back.	\$2,892.75
CIVIL MINUTES	B	385	Very Poor	Manuscript sheets. Binding is loose, and pages are falling from the book block. Pages are brittle and fragmented, and will require excessive mending. There is tape present on one page. Index in the front and back.	\$2,828.75
<b>TOTAL</b>					<b>\$5,721.50</b>

KOFILE Preservation is proud to preserve the pages of American history. To date, we have converted in excess of one billion public records. We are committed to implementing a solution that offers professional image processing standards, conforms to key technical specifications, especially fleetness and efficiency, and, in terms of product quality and longevity, provides the highest rate of return on Travis County District Clerk's investment. Our service will insure the survival of the Best Original Image for the application of current and future technologies in Travis County.

Please do not hesitate to contact us if you have any questions.

Sincerely,

*Miriam Gray*

Miriam Gray  
Account Manager  
miriam.gray@kofile.us

sgf

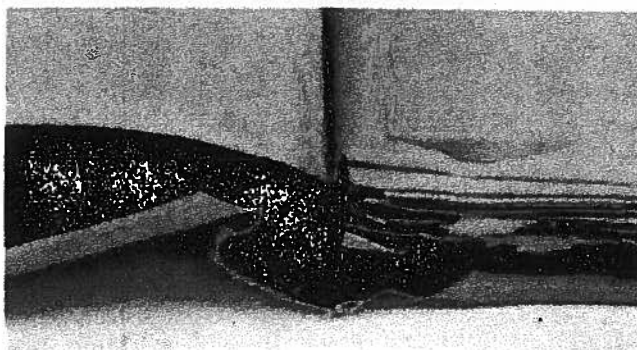
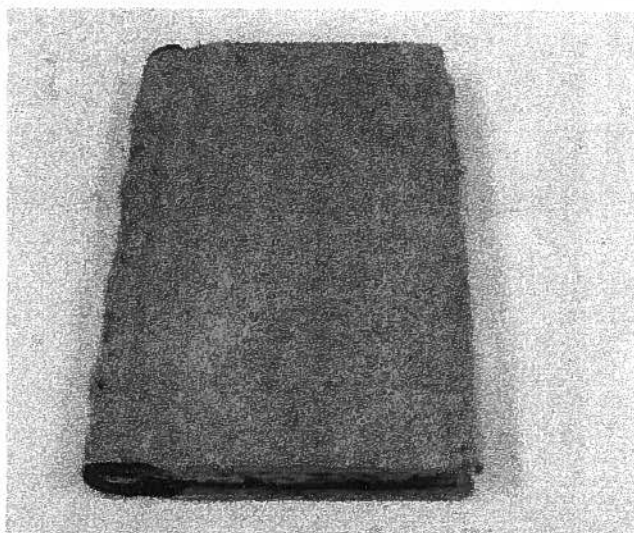
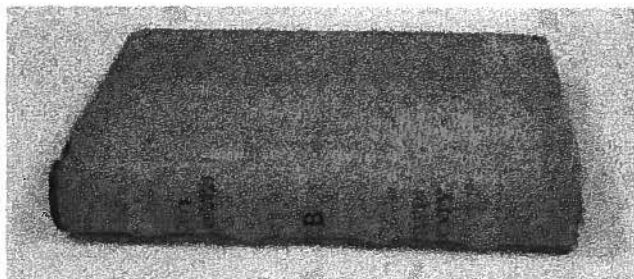


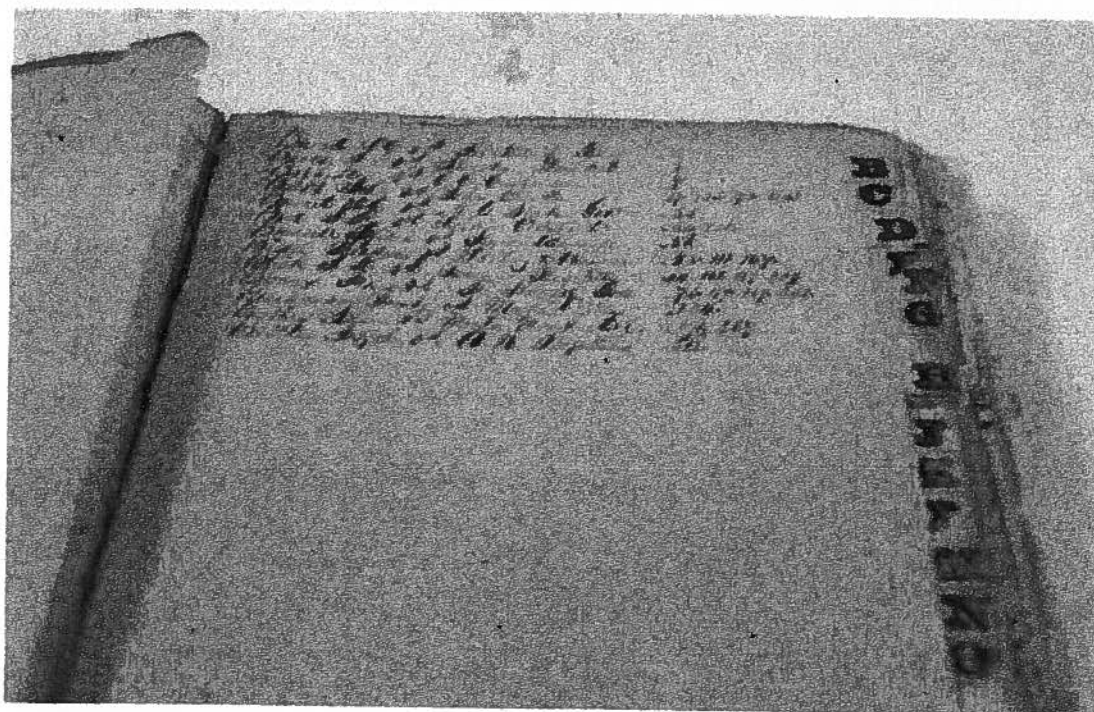
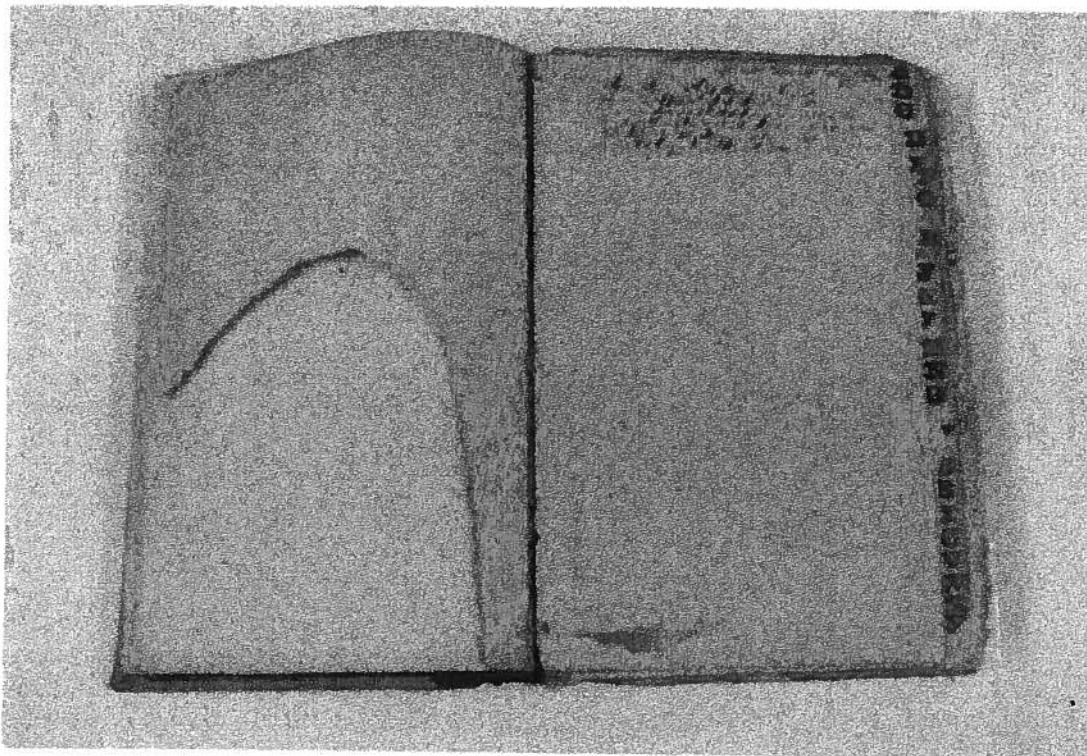
TRAVIS COUNTY DISTRICT COURT  
CIVIL MINUTE BOOK B  
1848—1849

This historical record accounts for the Fall Term of 1848, and into the Fall Term of 1849. The State of Texas was asserting itself into the framework of the United States after nearly a decade as an independent Republic. This unassuming volume records many historically significant cases relating to the growth of Texas and its historical figures.

One such figure is Sam Houston, the first President of the Republic of Texas. In 1848, he was now serving as one of the first Senators to the US Senate from Texas. In fact, in 1848, Houston was considered a contender for the US Presidency. Many of the entries in this volume relate to historical cases against Sam Houston.

As evidenced by the following photographs, preservation of this volume is an immediate and necessary action. The pages are extremely fragile.









### 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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	District Attorney's Office	
Contact Person/Title:	Stephen Marquez / Senior Financial Analyst	
Phone Number:	854-9900	

Grant Title:	Title IV-E Legal Administration		
Grant Period:	From:	10/1/12	To: 9/30/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Family and Protective Services		
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:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$1,481,433	0	0	0	\$1,481,433
Operating:	81,619	0	0	0	\$81,619
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	375,560	0	0	0	\$375,560
<b>Total:*</b>	<b>\$1,938,612</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,938,612</b>
FTEs:	17.00	0.00	0.00	0.00	17.00

\*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The *maximum estimated* reimbursement total is \$349,742. Each quarter, the Travis County Title IV-E caseload percentage factors change which effects actual reimbursement. Federal funds are apportioned to the State for disbursement.

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	

<b>Performance Measures</b>	<b>Projected FY 13</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Projected FY 12</b>
<b>Applicable Depart. Measures</b>	<b>Measure</b>	<b>FY09</b>	<b>FY10</b>	<b>FY11</b>	<b>Measure</b>
# petitions filed	340	293	324	434	345
# hearings held	3700	265	3265	4073	3750

**PBO Recommendation:**

The proposed contract amendment is retroactive to August 30, 2013, if approved by the Court. The District Attorney's Office and TDFPS are in agreement about the proposed change and the amendment has no financial impact. PBO recommends approval.

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?

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during FY 13.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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.

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.



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

Yes.

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 District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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.

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

**This amendment has no financial impact; rather, it restates terms and language of the current contract. The intention of the contract is that, if approved, the terms addressed in the amendment are retroactive to August 30, 2013, regardless of the actual signature date.**

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Legal)**

**Contract #23940106**

**Amendment #13-1**

This AMENDMENT (Amendment) of contract #23940106 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and Travis County (Contractor).

**1. Purpose**

Section V of the Agreement stipulates that the Contract may only be modified through a written amendment mutually agreed upon and signed by both parties. DFPS procured this Contract under an Interlocal Cooperation Contract for Title IV-E Legal services and has been amended 0 times.

The parties agree that: (1) changes have been made to federal or state laws, regulations, rules or policies, and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

**2. Effect of Amendment on Contract**

**2.1.** Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

**2.2. Section I, Subsection B, Paragraph 1: County's Responsibilities of the Original Contract is modified by the following:**

**2.2.1. Section I(B)(1)(g) Confidentiality** is modified by adding "and Records Retention" to the title as follows:

**i. Confidentiality and Records Retention**

**2.2.2. Section I(B)(1)(g) of the Original Contract is modified by adding:**

**(iv) THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.**

**2.2.3. New Section I(B)(1)(p)(i)** is modified by adding Subsection (e) to the Contract as follows:

**e. Single Audit.** All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Legal)**

Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.

- 2.2.4. Section I(B)(1)(r)(ii) Suspension, Ineligibility, and Voluntary Exclusion.** Section I(B)(1)(r)(ii) of the Original Contract is deleted in its entirety and the following provision substituted for same.

**Ineligibility, Suspension, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

- a. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- b. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- c. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

- 2.2.5. Section I(B)(1)(r)(iii) Drug Free Workplace Certification.** Section I(B)(1)(r)(iii) of the Original Contract is revised to correct a clerical error by deleting the following language that is struck through as follows:

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement ~~required by paragraph t.iii.a;~~
- d. Notifying the employee in the statement ~~required by paragraph t.iii.a~~ that, as a condition of employment under the grant, the employee will—

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Legal)**

- e. Notifying the agency in writing, within ten calendar days after receiving notice ~~under paragraph r.iii.d.ii~~ from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice ~~under paragraph r.iii.d.ii~~, with respect to any employee who is so convicted—

**2.3. Section II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS** of the Original Contract is modified by adding Subsection D as follows:

**D. Payment**

- 1. The County must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion

**2.4. Section V MODIFICATIONS. Subsection V(B)** of the Original Contract is deleted in its entirety and the following substituted for same:

**B.** The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

- 1. **Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.
- 2. **Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Legal)**

- a. to correct an obvious clerical error in this Contract;
- b. to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to Contract #23940106 have duly executed this Amendment to be effective August 30, 2013.

Texas Department of Family  
and Protective Services

Contractor: Travis County

\_\_\_\_\_  
Signature  
Printed Name: Shelia Brown  
Title: Regional Director

\_\_\_\_\_  
Signature  
Printed Name: Samuel T. Biscoe  
Title: County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

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

<b>Grant Title:</b>	Coming of Age (CNCS)		
<b>Grant Period:</b>	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Corporation for National and Community Service (CNCS)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 25,994	\$ 202,965	\$ 0	\$ 0	\$ 228,959
Operating:	\$ 9,169	\$ 121,788	\$ 0	\$ 0	\$ 130,957
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 35,163</b>	<b>\$ 324,753</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 359,916</b>
FTEs:	0.45	5.55	0.00	0.00	6.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	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					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
<b>Applicable Departmental Measures</b>					
1.	Number of volunteers referred to nonprofit organizations	3,732	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	628	500	500	500
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	40	30	30	30
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	32	30	30	30
<b>Measures for the Grant</b>					
1.	Dept. measures and grant measures are the same	NA	85%	85%	85%
	Outcome Impact Description	85% of organizations provided with Coming of Age volunteers rep			
2.		100%	85%	85%	85%
	Outcome Impact Description	85% of clients served will remain in their homes			
3.		100% reported	70%	70%	70%
	Outcome Impact Description	70% of agencies will report that they maintained services to their c			
4.		100%	80%	80%	80%
	Outcome Impact Description	80% of participating organizations will report that their adult client			
5.		100% reported	90%	90%	90%
	Outcome Impact Description	90% of nonprofits receiving training and technical assistance throu			

**PBO Recommendation:**

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court approval of a grant award from the Corporation for National and Community Service (CNCS) for grant funds passed through the Texas Department on Aging and Disability Services (DADS). A partial award was approved by Commissioners Court on 4/23/13. This new award of \$33,663 represents the balance of the award. An additional one-time award of \$1,500 is also being granted to the County. The grant requires a match, which is met through HHSVS's annual budget for the Coming of Age program.

The grant requires a 30% match of \$22,286. The \$324,753 listed on the Grant Summary Sheet as County Cost Share includes the required 30% match as well as the excess amount over and above the 30% match that is being used for the program, which CNCS requests that the department delineate.

While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only slightly above over that threshold. Because the program has seen a large decrease in funding, PBO concurs with the department not including indirect costs in this grant.

PBO recommends approval of this award.

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 one?

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). One comes directly from CNCS while the other grant comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

Grant Funds: The original grant application was for \$50,495. Due to actions by the U.S. Congress, CNCS provided a partial award of \$16,832 which the court approved on 4/23/13. CNCS is now able to provide the balance of \$33,663 plus a one-time award of \$1,500 that will be used to cover costs of attending a training conference. The total award is \$51,995.

County Cost Share: The grant requires a 30% match of \$22,286. In addition, CNCS wants to know any "excess amount" over and above the 30% match that is being used for the program. The County Cost Share includes the required 30% match as well as the excess amount.

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

This grant pays for personnel and 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 30% match of \$22,286. This is covered by the current Coming of Age General Fund budget. No additional funds or staff 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 or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), 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 CNCS 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:** August 19, 2013

**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

**Proposed Motion:**

Consider and take appropriate action to approve a \$35,163 grant from the Corporation for National and Community Service to help fund the Coming of Age program.

**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 grant.

**Budgetary and Fiscal Impact:**

The original grant application was for \$50,495. Due to actions by the U.S. Congress, CNCS provided a partial award of \$16,832 which the court approved on 4/23/13. CNCS is now able to provide the balance of \$33,663 plus a one-time award of \$1,500 that will be used to cover costs of attending a training conference. The total award is \$51,995. Travis County is required to provide a 30% match of \$22,286. This is covered by the current Coming of Age departmental budget. No additional funds are needed.

**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  
Nicki Riley, CPA, CMA, Travis 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  
Aerin Toussaint, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**Notice of Grant Award****Corporation for National and Community Service**601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee** *Travis County through*Travis County Health and Human Services and Veterans Services  
PO Box 1748 Austin TX 78767-1748

EIN: 746000192

**Award Information**

Agreement No.:	11SRWTX002	Project Period:	10/01/2010 - 03/31/2014
Amendment No.:	4	Budget Period:	04/01/2013 - 03/31/2014
CFDA No.:	94.002	Grant Year:	3

**Award Description**

This award amendment provides the remaining 8 months of funding for your Corporation for National and Community Service Senior Corps grant. The funding includes a one-time augmentation of \$1,500.00 to support training and technical assistance activities.

**Purpose**

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C., Chapter 22).

**Funding Information**

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$16,832	\$35,163	\$51,995
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$16,832	\$35,163	\$51,995

**Cumulative Funding for Project Period**

Total Awarded in Previous Amendments	\$143,070
Total CNCS Funds Awarded to Date	\$178,233

**Funding Source and Amount**

2013--OPE1-P74-OPO-22413-4101 \$35,163.00

**Special Conditions**

Costs allowed under this grant are limited to those categories contained in signed application package dated 5/28/13.

All other terms and conditions remain unchanged.

**Terms of Acceptance:** By accepting funds under this grant, the Grantee agrees to comply with all terms and conditions of the grant that are on the Corporation's website at [https://egrants.cns.gov/termsandconditions/RSVPTandC\\_Revised20121001.pdf](https://egrants.cns.gov/termsandconditions/RSVPTandC_Revised20121001.pdf), all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

# Notice of Grant Award

601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323

## Retired and Senior Volunteer Program

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### Grantee

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Travis County Health and Human Services and Veterans Services  
PO Box 1748 Austin TX 78767-1748

EIN: 746000192

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Corporation for National and Community Service:

 07/24/2013

Lennette B. White, 215-964-6309  
Grants Official

---

Signature Date

Leslie McLain, (512)916-5671  
Program Official

---

Lennette B. White  
Name (typed)

Senior Grants Officer  
Title

BY: \_\_\_\_\_  
Samuel T. Biscoe  
Travis Co. Judge

\_\_\_\_\_  
Date

## Coming of Age Austin Metro

### Travis County Health and Human Services and Veterans Services

Application ID: 13SR151327

Budget Dates: 10/01/2010 - 03/31/2014

	Total Amt	CNCS Share	Grantee Share	Excess Amount
<b>Section I. Volunteer Support Expenses</b>				
A. Project Personnel Expenses	232,847	29,882	22,286	180,679
B. Personnel Fringe Benefits	6,710	491	0	6,219
FICA	14,437	1,853	0	12,584
Health Insurance	38,342	2,916	0	35,426
Retirement	29,653	3,806	0	25,847
Life Insurance	475	43	0	432
Total	<u>\$89,617</u>	<u>\$9,109</u>	<u>\$0</u>	<u>\$80,508</u>
C. Project Staff Travel				
Local Travel	400	0	0	400
Long Distance Travel	6,546	4,000	0	2,546
Total	<u>\$6,946</u>	<u>\$4,000</u>	<u>\$0</u>	<u>\$2,946</u>
D. Equipment				
E. Supplies	816	0	0	816
F. Contractual and Consultant Services	7,441	0	0	7,441
I. Other Volunteer Support Costs	1,696	0	0	1,696
Criminal Background Check	0	0	0	0
Total	<u>\$1,696</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,696</u>
J. Indirect Costs				
<b>Section I. Subtotal</b>	<b><u>\$339,363</u></b>	<b><u>\$42,991</u></b>	<b><u>\$22,286</u></b>	<b><u>\$274,086</u></b>
<b>Section II. Volunteer Expenses</b>				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	2,800	1,516	0	1,284
Recognition	18,685	6,488	0	12,197
Volunteer Travel	15,900	1,000	0	14,900
Total	<u>\$37,385</u>	<u>\$9,004</u>	<u>\$0</u>	<u>\$28,381</u>
<b>Section II. Subtotal</b>	<b><u>\$37,385</u></b>	<b><u>\$9,004</u></b>	<b><u>\$0</u></b>	<b><u>\$28,381</u></b>
<b>Budget Totals</b>	<b><u>\$376,748</u></b>	<b><u>\$51,995</u></b>	<b><u>\$22,286</u></b>	<b><u>\$302,467</u></b>
<b>Funding Percentages</b>		<b>70%</b>	<b>30%</b>	
<b>Required Match</b>		n/a		
<b># of years Receiving CNCS Funds</b>		n/a		

## **Retired Senior Volunteer Program Terms and Conditions**

### **Interest Bearing Account Must Maintain Advance Federal Funds**

Institutions of higher education and other non-profit organizations covered by OMB Circular A-110 must maintain advance Federal funds in an interest bearing account. Interest earned on advances deposited in such accounts shall be remitted annually in a check, made payable to the U.S. Treasury, to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852. The document transmitting the check must indicate that the payment is interest earned on advanced Federal funds. Interest up to \$250 per year may be retained by the grantee for administrative expenses.

### **Recognition Events**

Grantee will assure that at Recognition events, the Corporation is acknowledged as the Federal agency responsible for the primary Federal funding of the project.

### **Lobby Disclosure**

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay any lobbying entity 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 a covered Federal action. The report must be submitted to the Corporation State Program Director.

### **External Evaluation And Data Collection**

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the Project Profile and Volunteer Activity (PPVA) and must provide data as requested or needed to support external evaluations.

### **Grant Period**

Unless otherwise specified, the Grant covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

### **Federal Financial Reports – Expenditures /Jan to Jun and Jul to Dec**

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

<b><i>Period Covering:</i></b>	<b><i>Report Due:</i></b>
January 1 to June 30	July 31
July 1 to December 31	January 31

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

**Federal Financial Reports – Expenditures /Apr to Sep and Oct to Mar**

Grantees paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the grant to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

<b>Period Covering:</b>	<b>Report Due:</b>
April 1 - September 30	October 31
October 1 - March 30	April 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

**Federal Financial Reporting - Disbursements**

Grantees paid through HHS/PMS will report quarterly disbursements to HHS through SMARTLINK II. Grantees will report disbursements using the web based version of the Standard Form 425, Federal Financial Report, no later than 30 calendar days following the end of each quarter.

**Annual Progress Report**

Grantees must prepare a Progress Report at the end of the 4th quarter of the budget period. The report must be submitted in eGrants no later than 30 days after the end of the designated reporting period.

**Recognition of Federal Funding**

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with Federal Corporation money, the grantee receiving federal funds, including but not limited to the state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with the Federal Corporation money, and (2) the dollar amount of Federal Corporation funds for the project or program.

**Program/Project Manager Authority**

The Program/Project Manager for this grant is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent the Corporation in connection with management of the technical and programmatic performance of the grant. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the grant officer.

**Program Income**

Program income is to be used to further the purposes of the grant program for which the award was made. Program income from all sources must be reported and documented. Program income is revenue earned as a direct result of the grant-funded program activities during the award period and must be retained by the Grantee and used to finance the grant's non-Corporation share. Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR 2541 or 45 CFR 2543, and cost principles of 2 CFR 205, 2 CFR 225, 2 CFR 230 (formerly OMB circulars A-87, A-122 and A-21) 0148 CFR Part 31 and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.

**Requirement for Central Contractor Registration (CCR)**

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.



### **Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

**NOTE: This section in no way authorizes the making of sub-grants. A grantee must be authorized to make sub-grants under the national service laws in order to do so.**

### **Reporting Subawards and Executive Compensation**

#### **a. Reporting of first-tier subawards.**

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
2. **Where and when to report.**
  - i. You must report each obligating action described in paragraph a.1. of this award term to [www.fsr.gov](http://www.fsr.gov).
  - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at [www.fsr.gov](http://www.fsr.gov) specify.

#### **b. Reporting Total Compensation of Recipient Executives.**

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received --
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
  - i. As part of your registration profile at [www.ccr.gov](http://www.ccr.gov).
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### **c. Reporting of Total Compensation of Subrecipient Executives.**

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

- i. in the subrecipient's preceding fiscal year, the subrecipient received --
    - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. subawards, and
  - ii. the total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
1. "Entity" means all of the following, as defined in 2 CFR part 25:
    - i. A governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  2. "Executive" means officers, managing partners, or any other employees in management positions
  3. "Subaward":
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  4. "Subrecipient" means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  5. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**Trafficking Victims Protections Act of 2000**

This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).

- a. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
    - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      - A. Associated with performance under this award; or
      - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.
- b. Provision applicable to a recipient other than a private entity.
 

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

- c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
- "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**Prohibited Activities.** While charging time to the Senior Corps program, accumulating Service, or training hours, or otherwise performing activities supported by the Senior Corps Program, or CNCS, staff and volunteers may not engage in the following activities:

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**Political activities.** (A) No part of any grant shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

(i) Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or

(ii) Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

(iii) Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

(B) The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except:

(i) In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or

(ii) In connection with an authorization or appropriations measure directly affecting the operation of the Foster Grandparent Program (FGP), Senior Companion Program (SCP), or Retired Senior Volunteer Program (RSVP).

**Non-displacement of employed workers.** A Senior Corps Volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employee of the sponsor or which would supplant the hiring of or result in the displacement of employees, or impair existing contracts for services.

**Compensation for service.** (A) A Senior Corps agency or organization to which Senior Corps volunteers are assigned, or which operates or supervises any Senior Corps program shall not request or receive any compensation from Senior Corps volunteers or from beneficiaries for services of Senior Corps volunteers.

(i) The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the Corporation grant.

(ii) A volunteer station may contribute to the financial support of the Senior Corps Program. However, this support shall not be a required precondition for a potential station to obtain Foster Grandparent service, Senior Companion service or to obtain RSVP volunteers

(iii) If a volunteer station agrees to provide funds to support additional Foster Grandparents, Senior Companions, or RSVP volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

(iv) Under no circumstances shall a Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

**Labor and anti-labor activity.** The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

**Fair labor standards.** A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

**Nondiscrimination.** A sponsor or sponsor employee shall not discriminate against a Senior Corps volunteer on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the Senior Corps volunteer with a disability is qualified to serve.

**Religious activities.** (A) A Senior Corps volunteer (Foster Grandparent, Senior Companion, or RSVP Volunteer) or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

(i) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

**Nepotism.** Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor under Subpart B of this part and with notification to the Corporation.