



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 08/19/2014, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Victoria Ramirez, Planning and Budget, 854-6039

**Elected/Appointed Official/Dept. Head:** Jessica Rio, Budget Director, 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 Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office;
- B. Annual contract with the Texas Department of Transportation for the Underage Drinking Prevention Program in the County Attorney's Office;
- C. Annual contract with the OneStar Foundation to continue the AmeriCorps Program in the Health and Human Services and Veterans Service Department;
- D. Contract amendment with the Texas Department of Housing and Community Affairs to extend the Comprehensive Energy Assistance Program in the Health and Human Services and Veterans Service Department; and
- E. Permission to continue the Adult Probation Driving While Intoxicated Court Grant Program in the Community Supervision and Corrections Department until a contract can be fully executed.

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

Items A, B, and C are new grant contracts for existing programs. Item D is a contract amendment to increase the grant award. Item E is a request to continue the staffing associated with an existing grant program up to November 30, 2014 while awaiting final contract approval.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

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

Items A, B, and C require County match funds which are fulfilled by internal resources. No further General Fund resources are needed to meet grant requirements. Item D requires no County match. Item E will be temporarily internally funded while awaiting final contract approval.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Jessica Rio  
David Salazar

TRAVIS COUNTY

8/19/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE  
FY 2014

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 137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$647,796	\$0	\$270,101	\$124,493	\$1,042,390	11.00	R	EC	11
B 119	Underage Drinking Prevention Program	10/01/14 - 09/30/15	\$171,408	\$0	\$35,951	\$55,000	\$262,359	3.00	R	MC	49
C 158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	R	EC	82
D 158	Comprehensive Energy Assistance Program (CEAP)	04/01/14 - 09/30/14	\$691,860	\$0	\$0	\$0	\$691,860	7.00	R	EC	125
<i>*Amended from original.</i>											
<b>Permission to Continue</b>											
Dept.	Grant Title	Grant Term on Application	Personnel Cost	Operating Cost	Total Request	Filled FTE	PTC Expiration Date	Auditor's Assessment	Notes	Page #	
E 139	Travis County Adult Probation Court	DWI 09/01/14 - 08/31/15	\$57,505	\$0	\$57,505	4.00	11/30/2014	MC	R	135	

**PBO Notes:**  
R - PBO recommends approval  
NR - PBO does not recommend approval  
D - PBO recommends item be discussed  
S - Simple  
MC - Moderately Complex  
C - Complex  
EC - Extremely Complex

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

**FY 2014 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, 2013, 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	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

**FY 2014 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, 2013, 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
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTIF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	\$3,323,055	\$1,107,685	\$0	\$0	\$4,430,740	0.00	6/17/2014
137	2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	\$150,000	\$50,000	\$0	\$0	\$200,000	0.90	7/1/2014
137	Becoming a Mom	10/01/14 - 09/30/15	\$9,975	\$0	\$0	\$0	\$9,975	0.00	7/8/2014
149	FY 2015-2019 Transportation - FM 2304	07/15/14 - 09/30/24	\$7,917,000	\$1,583,000	\$0	\$0	\$9,500,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 812	07/15/14 - 09/30/24	\$3,083,333	\$616,667	\$0	\$0	\$3,700,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 973	07/15/14 - 09/30/24	\$2,500,000	\$500,000	\$0	\$0	\$3,000,000	0.00	7/15/2014
124	Veterans Commission Grant	01/01/15 - 12/31/15	\$20,000	\$0	\$0	\$0	\$20,000	0.00	7/29/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$647,796	\$132,330	\$137,771	\$124,493	\$1,042,390	11.00	7/29/2014
158	Parenting in Recovery II	09/30/13 - 09/29/15	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	8/12/2014
			\$32,744,592	\$10,967,306	\$325,208	\$351,103	\$44,388,209	82.03	

*\*Amended from original agreement.*

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**FY 2014 Grant Summary Report  
Grants Approved by Commissioners Court**

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

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Grants Approved by Commissioners Court**

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145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

**FY 2014 Grant Summary Report  
Grants Approved by Commissioners Court**

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

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Grants Approved by Commissioners Court**

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117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	6/10/2014
149	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	\$1,529,977	\$382,495	\$0	\$0	\$1,912,472	0.00	7/8/2014
149	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program - Metropolitan Mobility (STP-MM)	07/15/14 - 09/30/24	\$1,040,000	\$335,790	\$0	\$0	\$1,375,790	0.00	7/15/2014
145	Juvenile Drug Treatment Court - SAMHSA/CSAT*	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	7/15/2014
145	Juvenile Drug Treatment Court - OJJDP*	10/01/10 - 09/30/14	\$424,979	\$141,667	\$0	\$0	\$566,646	2.50	7/15/2014
158	Coming of Age (CNCS)*	04/01/14 - 03/31/15	\$52,995	\$25,348	\$0	\$0	\$78,343	0.69	7/22/2014
142	Drug Diversion Court*	09/01/12 - 08/31/13	\$132,585	\$0	\$0	\$0	\$132,585	1.00	7/22/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	7/29/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	7/29/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 03/31/15	\$100,000	\$0	\$0	\$0	\$100,000	0.00	8/12/2014

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Grants Approved by Commissioners Court**

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140	OVW FY10 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/10 - 06/30/15	\$400,000	\$0	\$0	\$0	\$400,000	0.00	8/12/2014
158	Coming of Age (DADS)*	09/06/13 - 08/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	8/12/2014
			\$19,591,733	\$3,037,577	\$79,164	\$184,333	\$22,892,807	126.55	

\*Amended from original agreement.

**FY 2014 Grants Summary Report  
Permissions to Continue Approved by Commissioners Court**

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				
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	No
142	Drug Diversion Court	09/01/14 - 08/31/15	\$5,279	\$0	\$5,279	1.00	10/31/2014	7/29/2014	No
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014	No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014	No
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014	No
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014	No
Totals			\$899,910	\$707,300	\$1,607,210	137.17			

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



**TRAVIS COUNTY  
FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Sheriff's Office / Law Enforcement	
Contact Person/Title:	Tracy J Miller, Planner	
Phone Number:	512.854.6923	

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From: <input type="text" value="09-01-2014"/>	To: <input type="text" value="08-31-2015"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Motor Vehicles		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from 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	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 647,796.00	\$ 0.00	\$ 270,101.00	\$ 124,493.00	\$ 1,042,390.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 647,796.00	\$ 0.00	\$ 270,101.00	\$ 124,493.00	\$ 1,042,390.00
FTEs:	10.00	0.00	1.00	0.00	11.00

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

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

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -		Applicable Departmental Measures			
1.					
2.					
3.					
+ -		Measures for the Grant			
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

The Travis County Sheriff's Office is requesting approval of the annual contract with the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The contract includes Travis County and 16 other Counties with the Sheriff of each County forming the advisory board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds.

This application was originally approved by Commissioners Court on April 22, 2014. However the grantor contacted TCSO and indicated that the amount needed to be reduced to \$647,796 rather than the \$973,494. The contract matches this new funding level.

The actual amount that Travis County will receive is approximately \$326,106 of the award and could vary slightly depending on the travel needs of the other agencies. Travis County's portion of the cost share is \$137,330 and portion of the county contribution is \$124,493. No additional funding is required to meet the Travis County match.

The program has been in existence for seventeen years. PBO recommends approval of this contract.

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 of the program is to reduce auto theft rates in the task force areas.

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

NA

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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.

Matching funds are from Travis County for one field agent's salary and fringe benefits and Travis County grant employees fringe benefits; plus the outside seven County agents fringe benefits.

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

No - not allowable.

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.

NA

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

The Task Force has been in existence since 1995.

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 program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



JAMES N. SYLVESTER  
Chief Deputy

# GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARKEN LONG  
Major - Law Enforcement

WES PRIDDY  
Major - Corrections

MARK SAWA  
Major - Administration & Support

July 17, 2014

## MEMORANDUM

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Bruce Todd, Commissioner, Precinct 2  
Honorable Gerald Daughtery, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

**From:** Tracy Miller, Planner 

**Subject:** Continuation of Grant  
**RE:** Auto Burglary Theft Prevention Authority Grant

Attached are the acceptance documents for our ABTPA grant. The Commissioners Court passed this grant application on consent on April 22, 2014 (Item 20).

The grant is in the amount of \$1,042,390. We will receive \$647,796 from ABTPA for task force personnel salaries. The county match will be \$394,594.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens.

xc: Alan Miller  
Janice Cohoon



*Safety, Integrity, Tradition of Service*

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# Automobile Burglary & Theft Prevention Authority Application for State Assistance

**1. Applicant Information**

**a. Legal Name:** Travis County

**b. Address**  
**Street or P.O. Box:** PO Box 1748      **City:** Austin  
**County:**      **State:** Texas      **Zip Code:** 78767

**c. Organizational Unit:** Travis County Sheriff's Office

**d. Contact Person:** Captain Cyril Friday  
**Telephone Number:** 5128546923

**2. State Payee ID Number:** 746000192

**3. Type of Applicant** County  
If "Other", please specify: N/A

**4. Type of Application:**  
New       Continuation      Revision  
If Revision, check appropriate box(es).  
Increase Award      Decrease Award      Other (specify)  
Increase Duration      Decrease Duration  
If "Other", please specify: N/A

**5. Title of Project:** Sheriff's Combined Auto Theft Task Force (SCATTF)

**6. Areas of Project Activities (Cities, Counties, States, etc.):**  
**Select a County:** Bastrop County  
Bell County  
Blanco County  
Caldwell County  
Colorado County  
Comal County  
Gonzales County  
Guadalupe County  
Hays County  
Jackson County  
Lee County  
Llano County  
Milam County  
Travis County  
Wharton County  
Wilson County



# Automobile Burglary & Theft Prevention Authority

## Application for State Assistance

### Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes  No

If "Yes" please complete

Name of Governing Body:

Priority Rating:

### Item 2.

Does this assistance require state, or local advisory, education, or health clearance?

Yes  No

If "Yes" please complete

Name of Agency or Board:

### Item 3.

Does this assistance request require state, local, regional, or other planning approval? \*

Yes  No

If "Yes" please complete

Name of Approving Agency:

### Item 4.

Will the assistance requested serve a federal installation?

Yes  No

If "Yes" please complete

Name of Federal Installation:

Federal Population Benefiting from Project:

### Item 5.

Will the assistance requested have an impact on the environment?

Yes  No

### Item 6.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes  No

If "Yes" please complete

Number of Individuals:

Families:

Businesses:

Farms:

### Item 7.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes  No

If "Yes" Explain:

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**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

2015-T01-Travis C-00018  
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**Budget Summary**

<b>Budget Categories</b>	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total</b>
A Personnel (Salaries/Overtime)	\$647,796	\$91,954	\$0	\$739,750
A Personnel (Fringe Benefits)	\$0	\$302,640	\$0	\$302,640
B Contractual	\$0	\$0	\$0	\$0
C Travel	\$0	\$0	\$0	\$0
D Equipment	\$0	\$0	\$0	\$0
E Supplies & Direct Operating Exp.	\$0	\$0	\$0	\$0
F Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals (Sum of 7-8)</b>	<b>\$647,796</b>	<b>\$394,594</b>	<b>\$0</b>	<b>\$1,042,390</b>

<b>Source of Match</b>	<b>Amount</b>
Travis County General Fund Benefits & 1 FTE	\$270,101
Other Counties Benefits	\$124,493
<b>Source of Match Total</b>	<b>\$394,594</b>

<b>Program Income</b>	<b>Amount</b>

<b>Schedule</b>	<b>In Kind Match</b>	<b>Amount</b>
A		\$0
B		\$0
C		\$0
D		\$0
E		\$0
<b>In Kind Match Total</b>		<b>\$0</b>

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**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

2015-T01-Travis C-00018  
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**Personnel: Task Force Sergeant**

<b>Title or Position</b>	<b>% of Salary</b>	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind</b>	<b>Total</b>
Task Force Sergeant	100%	\$101,027		\$0	\$101,027
Public Awareness Coordinator	100%	\$41,171		\$0	\$41,171
Field Agent - Bastrop	100%	\$48,922		\$0	\$48,922
Field Agent - Colorado	100%	\$35,951		\$0	\$35,951
Field Agent - Comal	100%	\$69,929		\$0	\$69,929
Field Agent	100%	\$54,272		\$0	\$54,272
-					
Guadalupe					
Field Agent - Hays	100%	\$63,353		\$0	\$63,353
Field Agent - Travis	100%	\$91,954		\$0	\$91,954
Field Agent - Travis	100%	\$91,954		\$0	\$91,954
Field Agent - Wharton	100%	\$49,263		\$0	\$49,263
Field Agent - Travis	0%	\$0	\$91,954	\$0	\$91,954
Field Agent - Bell	0%			\$0	\$0
<b>Total Direct Salaries</b>		<b>\$647,796</b>	<b>\$91,954</b>	<b>\$0</b>	<b>\$739,750</b>
<b>Total Requested Amounts</b>					

**Narrative**

**TASK FORCE SERGEANT (40 hours / week, 100%):**

- Oversees the daily operations and management of the Task Force. Direct liaison with all public entities.
- Oversees all Field Operations, which includes seizures and forfeitures (sales, etc.) by the Task Force members.
- Maintains the Confidential Informant files; supports operations; scheduling assignments; planning and schedules training.
- Strategic planning for resource deployment and organizational objectives.
- Makes official visits to Out-of-County agent offices.
- Helps the agents achieve their goals; maintain evaluations for all Task Force members. Provides guidance.
- Reviews all search warrants. Assists in all covert and overt operations; intelligence and information sharing.
- Works closely with the other 29-Auto Theft Task Forces within the State of Texas. Is actively involved with the ABTPA Board and TAVTI.

**FIELD AGENTS (40 hours / week, 100%):**

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical area.
- Performs Salvage Inspections; Bait Vehicle Operations; locates Chop Shops; conducts training classes for Law Enforcement and for the public; performs covert and overt interdictions; plans and conducts surveillance operations for Burglary of Vehicles (BOV); writes search warrants.
- Investigates or assists with Insurance Fraud and Arson cases related to Auto Theft.
- Aids in the Public Awareness presentations and events.

**PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):**

## Automobile Burglary & Theft Prevention Authority

Organization: Travis County

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### Personnel: Task Force Sergeant

- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for confirming that all grant paperwork is submitted in a timely manner.
- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth through the grant.
  - Serves as a Notary.
- Conducts Public Awareness events throughout the 17-County area. Coordinates with local media for coverage of public awareness events and noteworthy Vehicle Crime articles.
- Webmaster for the [www.scattf.org](http://www.scattf.org) website.
- Prepares requisitions for all equipment, office and field supplies and clothing ordered for the Task Force. Receives all items and follows through with invoices to the proper departments, conducts and keeps track of all inventories.

#### OFFICE SPECIALIST, Sr (40 hours / weekly / 100%):

- Answering the office phones / direct calls to appropriate personnel / takes and relays messages.
- Opens and distributes incoming mail, prepares mail-outs and maintains the Task Force mailing lists.
- Responsible for all filing and responsible to keep the file room organized.
- Schedule all Task Force meetings. Keeps and distributes the minutes of all Task Force and Board of Governors meetings.
- Creates data bases and generates reports using spreadsheets.
- Assists with any and all travel / training requests and submittals.
- Responds to administrative questions and ensures necessary follow-up.
- Will review all cases as they are received and make notification to TCIC if the vehicle has been recovered since the initial report has been taken.
- Will assist the Public Awareness Coordinator with events as necessary.

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**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

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**Fringe/Overtime**

<b>Fringe Benefits</b>	<b>% or \$ Rate</b>	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind</b>	<b>Total</b>
Overtime	0	\$0	\$0	\$0	\$0
<b>Total Overtime</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Narrative**  
No overtime for this grant cycle.

**Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.**

<b>Fringe Benefits</b>	<b>% or \$ Rate</b>	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind</b>	<b>Total</b>
FICA		\$0	\$46,049	\$0	\$46,049
Retirement		\$0	\$99,294	\$0	\$99,294
Insurance		\$0	\$114,789	\$0	\$114,789
Other (Explain) unemployment, workers comp, certification, longevity		\$0	\$42,508	\$0	\$42,508
<b>Total Fringe Benefits</b>		<b>\$0</b>	<b>\$302,640</b>	<b>\$0</b>	<b>\$302,640</b>
<b>Total Fringe/Overtime Budget</b>		<b>\$0</b>	<b>\$302,640</b>	<b>\$0</b>	<b>\$302,640</b>

**Narrative**  
Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

Upload additional information:

**Grant Staff Only:**

Check to disable 25% match error check.

**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

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**Professional and Contractual Services: N/A**

Description of Service	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Total Professional &amp; Contractual Services</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Briefly describe any anticipated contractual arrangement and work products expected.  
 Describe basis for arriving at the cost of each line item.  
 Professional services (such as consultants, trainers, counselors, evaluators, etc.)  
 should be described by type of service, number of hours, rate per hour, and travel costs.  
 Currently not funded by ABTPA.

Upload additional information:







**Automobile Burglary & Theft Prevention Authority**

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**Indirect Cost**

	<b>ABTPA Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total</b>
Indirect Costs				\$0
<b>Total Indirect Costs</b>				<b>\$0</b>

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

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**Problem Statement & Historical Information**

- a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

- b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTR 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works inside the city limits, while the Task Force works the unincorporated areas.

- c. Describe and document trends of the problem and the need that makes this grant necessary.

Our area is comprised of small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields. As VTR 68-A's are becoming more and more numerous each year (and DPS has stopped performing this service) the counties and local police departments far and wide have no one else to call but their local area Task Force. And in some areas of Texas, known as "no-mans" land, the thieves are getting bolder and bolder. Title fraud cases are on the increase as thieves are able to simply use a pen and paper to "steal" vehicles.

- d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

<b>Vehicle Theft Data</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	2012	2011	2010
Number of Stolen Vehicles	394	458	536
Number of Recovered Vehicles	574	596	703

**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

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**Problem Statement & Historical Information**

Number of Arrests	156	128	161
Number of Auto Theft Training Classes	11	15	12
Number of (other) Cases Worked	383	363	185

<b>Theft from a Motor Vehicle Data</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	2012	2011	2010
Number of Burglaries of a Vehicle	1287	1187	1325
Number of Recovered Items	0	0	0
Number of Arrests	43	12	18
Number of (other) Value of recovered parts	31005	31240	13223
Number of (other) Value of stolen parts	918349	799044	1144794

<b>Other Motor Vehicle Crimes</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	2012	2011	2010
68A Inspections	1346	884	819
Salvage Inspections	22	41	46
Number of Stolen Vehicle Inquiries	0	0	0
Number of (other) Vehicles	7598	10791	10191

## Automobile Burglary & Theft Prevention Authority

Organization: Travis County

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### Proposed Objectives

**a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.**

#### **Auto Theft Goal**

**GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.**

**Objective 1: Locate and shut down Chop Shops (5)**

With investigative efforts, the officers of the task force will search out those who are stealing and dismantling motor vehicles and selling the parts for a profit. Our purpose here is to arrest and prosecute those who are caught in this type of criminal operation. This should help decrease the number of motor vehicle thefts within our 17 county region by shutting down these type of clandestine operations.

**Objective 2: Conduct Salvage Inspections (15)**

The seventeen county regions have more than 130 licensed salvage yard operations. There are also an indeterminate number of unlicensed operations within the combined jurisdiction. Every operation is fertile ground for disposal of stolen autos and component parts. These are also prime sites for obtaining VIN plates for use in clandestine chop shop re-identification schemes. By inspecting and regulating these businesses it keeps those who are not following the laws and dealing in stolen vehicle and parts in line with the proper laws and regulations.

The following is a list of the types of salvage inspections the SCATTF conducts:

- A. Unlicensed Salvage Yards F. Auto Auctions
- B. Licensed Salvage Yards G. 68-A Inspections for the public
- C. Auto Body / Repair Shops H. Used Car Lots
- D. Wrecker / Storage Yards I. Auto Crushers
- E. Garage and Mechanic Shops

**Objective 3: Conduct Interdictions activities (100)**

Major highways used to transport stolen vehicles through the State of Texas are within the SCATTF region. The task force provides interdiction on these roadways. The types of interdictions include working license and weight areas, stationary parking lots, boat ramps, hotel parking lots, mall parking lots, highways, truck stops etc. We also help with Operation Curb Side – working with Texas DOT Investigators to find unlicensed used car dealers. Task force members provided Highway Interdiction to identify stolen vehicles of heavy equipment also. By doing this is we recover stolen vehicles from all over the country, which not only gets the stolen vehicles back to its rightful owner or insurance companies, it also helps reduce the number of payouts by insurance companies to consumers when the stolen vehicles are located. Suspects are arrested which helps in decreasing thefts of motor vehicles. Overt Interdiction – SCATTF currently conducts special operations such as widespread auto interdiction, target interdiction and special assignments. Some of these special assignments include targeting particular areas where high levels of auto theft related criminal activity occurs.

#### **Auto Burglary Goal**

**GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.**

**Proposed Objectives**

**Objective 1: Conduct Burglary of Vehicle operations (10)**

Covert Operations – SCATTF implements covert operations throughout the area for the identification and apprehension of those involved in auto related criminal activity, recovery of property and prosecution of perpetrators in criminal auto burglary activity. The SCATTF will work additional day and nighttime surveillance in areas known to have a high number of incidents of auto burglaries. This should help in our goal to decrease burglaries of motor vehicles.

**Objective 2: Training (4)**

The members of the task force continue to educate the citizens and officers of the SCATTF jurisdiction. The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques.

The Task Force also teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition (Heavy Equipment, boats, ATV's, etc...). The Task Force uses a Field Training Program to assist incoming agents with their specialized training. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

The more the officers learn the more likely they will be able to identify or recognize a vehicle that has been altered or changed up and given a new identity. This will also help with the location of criminal operations and arrest of suspects involved in these crimes, as well as decreases these crimes in their communities.

**Objective 3: Conduct game camera / sign board operations (5)**

By the using sign boards in areas where burglary of motor vehicles are occurring we are not only notifying the criminals that we are using bait vehicles in the area or we are increasing patrols, but it also works as a public awareness to that neighborhood to let them know that they need to lock their vehicles and remove property from their autos. We have found that this is one of the best deterrents for decreasing auto burglaries. In one area we saw a 34% decrease in one month by using these sign boards. We have also worked with local cities that have been having BOV problems and the signs were deployed in those cities, in which they saw up to an 80 % decrease.

We use the game cameras in areas that stolen vehicles are being abandoned in an attempt to be able to identify the perpetrators of these offenses. Some of the subjects are using stolen vehicles to commit BOV crimes. By using these cameras we have been able to gain license plates of suspects, times of the day the criminals are dropping the cars in those areas which give us intelligence information on when we need to be in those areas. The purpose is to locate and arrest suspects.

**Public Awareness Goal**

**GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.**

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## Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2015-T01-Travis C-00018  
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### Proposed Objectives

#### Objective 1: Public Awareness Events (100)

The Public Awareness Coordinator and Agents continue to enhance the task force's effectiveness by coordinating various auto theft awareness projects such as VIN etching, local neighborhood watches, joint projects with small agencies, radio and television promotions. By promoting public awareness with said items we can help reduce crimes in these areas. The key to decreasing some of these crimes is educating them through any resource we can.

#### Objective 2: Training (4)

The members of the task force continue to educate the citizens and officers of the SCATTF jurisdiction. The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques.

The Task Force also teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition (Heavy Equipment, boats, ATVs, etc...). The Task Force uses a Field Training Program to assist incoming agents with their specialized training. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

The more the officers learn the more likely they will be able to identify or recognize a vehicle that has been altered or changed up and given a new identity. This will also help with the location of criminal operations and arrest of suspects involved in these crimes, as well as decreases these crimes in their communities.

#### Objective 3: Reach 14,000,000 through media outreach, training and PR events

Through the efforts of the Public Awareness Coordinator and the agents, numerous VIN etching events are scheduled every year and have resulted in the task force reaching many small communities throughout the seventeen county areas. Sheriff's in our task force region have expressed appreciation to the Task Force for the Public Awareness Program events conducted and welcome more in the future. The Public Awareness Coordinator and agents continue to enhance the task force effectiveness by coordinating various auto burglary and theft awareness projects such as VIN Etchings, H.E.A.T. Registrations, local neighborhood watches, and joint projects with other agencies, radio, television, and newspaper promotions. The task force agents are very active in National Night Out as well. Education and public awareness are a major key in reducing these crimes.

#### Grantee Goals

**GOAL 5: THE NUMBER OF PERSONS ARRESTED FROM MOTOR VEHICLE THEFT.**

#### Objective 1: Warrant arrests (15)

When officers are out conducting field investigations, such as interdictions, salvage inspections, etc. and come across people who have outstanding criminal warrants they arrest them. These people arrested are usually associated with criminal enterprises that our task force is investigating.

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## Automobile Burglary & Theft Prevention Authority

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### Proposed Objectives

Sometimes you may not be able to make a good criminal case on them but do to them having and outstanding warrant you are able to arrest them and shut down their operation.

#### Objective 2: Work motor vehicle theft cases (600)

These are cases the Agents of this task force work that are either assigned to them by the Task Force or their home agency or it is a case that one of the counties they are in charge of covering is asking them to investigate. Through these investigations criminals are arrested, vehicles are recovered which in term helps decrease the number of crimes associated with motor vehicle theft.

#### Objective 3: Recover stolen vehicles (500)

These are the number of vehicles this task force has recovered over the year. They recover them while doing their investigations, through their agencies, and in the urban and rural counties they cover. Some are recovered whole, and some are dismantled. When dealing with recovered vehicles, you normally have a suspect associated with it, which can lead to an arrest which can lead to a decrease in thefts.

#### **b. Describe how the project will impact the stated problem.**

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

#### **c. Describe proposed plan for auto theft crime prevention, education and training.**

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

## Automobile Burglary & Theft Prevention Authority

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### Functions Of Proposed Project

The functions of the project should:

Identify the service needs to be met by the project and the applicant's experience or qualifications.

Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.

Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

This is a multi-agency task force. This unit is among one other task force within this 17-county region who specializes in motor vehicle theft investigations and its investigators are trained experts in this field. The smaller surrounding counties have no one to call upon but our Task Force; they depend on us for assistance and guidance in our areas of expertise. All officers are trained in cultural awareness.

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## Automobile Burglary & Theft Prevention Authority

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### Evaluation Design

The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

**a. Describe the design of a plan for local evaluation of this project.**

An important aspect in evaluating a program of this magnitude is whether the participating agencies (Sheriffs) perceive the program as one that is worthwhile. We will continue to host bi-yearly Board of Governor's meetings to discuss agenda items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

**b. Cite relevant data that will be used to measure the effectiveness of this project.**

We keep monthly statistics to track the progress of the unit and to monitor the counties, our region and the state as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

**c. Describe the mechanism to evaluate the programs progress.**

We will continue to track our monthly, quarterly and yearly statistics. We will ensure our goals are reached each year (for example knowing how many public relations events or salvage inspections have been conducted). We will also use feedback from our bi-yearly Board of Governor's Meetings.

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**Automobile Burglary & Theft Prevention Authority**

Organization: Travis County

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**Designation of Grant Officials**

**Project Title:** Sheriff's Combined Auto Theft Task Force  
**Organization Name:** Travis County  
**Address:** PO Box 1748  
 Austin, TX 78767  
 Phone: (512) 854-9735  
 Fax: (512) 854-7410  
**Federal Tax ID:** 17460001922021  
**ABTPA Funds Requested:** \$973,494  
 New  Continuation

**Project Director**  
 Prefix: Mr. First Name: Cyril Last Name: Friday  
 Title: Captain Business Address: PO Box 1748 | Collier Building  
 City: Austin State: Texas Zip: 78767  
 Phone: 512-854-9776 Fax: 512-854-7410 E-Mail: cyril.friday@co.travis.tx.us  
**Alternate Signature:** Name Senior Planner Tracy Miller  
 Phone 512-854-6923

**Project Manager**  
 Prefix: Mr. First Name: Tommy Last Name: Wooley  
 Title: Sergeant Business Address PO Box 1748 | Collier Building  
 City: Austin State Texas Zip 78767  
 Phone: 512-854-7423 Fax: 512-854-7410  
 E-Mail: tommy.wooley@co.travis.tx.us  
**Alternate Signature:** Name Lieutenant Jason Jewert  
 Phone 512-854-7401

**Financial Officer**  
 Prefix: Ms. First Name Nicki Last Name Riley  
 Title: County Auditor Business Address PO Box 1748  
 City: Austin State Texas Zip 78767  
 Phone: 512-854-9125 Fax 512-854-9164 E-Mail nicki.riley@co.travis.tx.us  
**Alternate Signature:** Name Auditor Paul Lyon  
 Phone 512-854-9125

**Authorized Official**  
 Prefix: Mr. First Name Samuel Last Name Biscoe  
 Title: County Judge Business Address PO Box 1748  
 City: Austin State Texas Zip 78767  
 Phone: 512-854-9555 Fax 512-854-9535 E-Mail sam.biscoe@co.travis.tx.us  
**Alternate Signature:** Name Judge's designee (we do not know)  
 Phone 512-854-9555

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**Automobile Burglary & Theft Prevention Authority**

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**Americans w/ Disabilities Act (ADA)**

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✓ I have read and understood the instructions provided.

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**Automobile Burglary & Theft Prevention Authority**

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**Non-Supplanting Certification**

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

✓ I have read and understood the instructions provided.

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**Automobile Burglary & Theft Prevention Authority**

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**Compliances**

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1. Salaries are in accordance with local policy of the participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe Benefits are in accordance with local policy of the participating agencies.
4. Travel Policy is in accordance with the travel policy of the participating agencies.

✓ I have read and understand the instructions provided.

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**Automobile Burglary & Theft Prevention Authority**

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**Equal Employment Opportunities (EEO)**

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 etseq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25.000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.

No  Yes

If yes above, please provide the office of record.

**Name**

**Title**

**Address**

**City**

**State**

**Zip Code**

**Automobile Burglary & Theft Prevention Authority**

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**Assurances**

**ASSURANCES CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✓ I have read and understand the instructions provided.

**Automobile Burglary & Theft Prevention Authority**

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**Independent Annual Audit Certification**

**The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):**

- ✓ 1. Grant(s) expenditures of \$300,000 or more in federal funds-  
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- 2. Grant(s) expenditures of \$300,000 or more in state funds-  
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
- 3. Grant(s) expenditures of less than \$300,000 in federal funds-  
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
- 4. Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A  
program-specific audit.
- 5. Grant(s) expenditures less than a total of \$50,000 in state funds-  
Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

**NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.**

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

- 1. The identity of the organization conducting the audit.
- 2. Approximate time audit will be conducted.
- 3. Audit coverage to be provided.

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**Automobile Burglary & Theft Prevention Authority**

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**Interagency Review and Approval**

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

(a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,

(b) A copy of the Assurance Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

Upload the Interagency Agreement below:

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**Automobile Burglary & Theft Prevention Authority**

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**Cooperative Working Agreement**

Prior to the release of funds by ABTPA, the grantee (or its contractor who operates the grant program, if applicable) shall provide to ABTPA signed Cooperative Working Agreements. A Cooperative Working Agreement is required between the grantee (or its contractor who operates the grant program, if applicable) and each significant external organization who collaboration and cooperation is essential in achieving the goal of the grant project and in carrying out the work plan described in the Program Narrative Section of the grant application. The format and content of such and Agreement should follow substantially the following example:

This is to certify that the objectives of the (insert name of the applicant organization) grant application for fiscal year 2015 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

**The Following Paragraph Is Applicable Only When The External Organization Has Personnel Assigned To The Program Described In The Grant Application.**

Additionally, (Name of cooperating organization or agency) is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

- ✓ I have read and understand the instructions provided.

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**Automobile Burglary & Theft Prevention Authority**

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**District Attorney Contract**

An example of a District Attorney Contract can be found here.

Upload the District Attorney Contract (if required) below:

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**Automobile Burglary & Theft Prevention Authority**

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**Law Enforcement Training**

**Regional Academies**

- a. Within 14 days after completion of each training school, the grantee shall submit to the Automobile Burglary and Theft Prevention Authority (ABTPA) a completed copy of the "Report of Training" form as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). The grantee must indicate which students completed the training school and list the agency each student represented.
- b. The training academy providing services may be appropriately licensed by TCLEOSE. Any training course paid for with ABTPA funds may result in participants receiving credit hours from TCLEOSE.
- c. Peace officer training courses shall be open to all local peace officers as defined in the Texas Code of Criminal Procedure, Article 2.12, on an equal basis. Reserve law enforcement officers, law enforcement radio dispatchers, and jailers are eligible for training provided by ABTPA grant funds.
- d. Funding for Basic Peace Officer Certification courses will be limited to the TCLEOSE-mandated contact hours for each trainee, unless grantee provides adequate justification for additional hours.

Upload Report of Training form below:

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**Automobile Burglary & Theft Prevention Authority**

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**Procuring Consultants And Professional Services**

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

a. **Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

b. **Procurement Procedures**

1. **Purchases up to \$250** may be made on a spot purchase basis, without comparative pricing.
2. **Purchases between \$1000 and \$2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
3. **Purchases between \$2,500 and \$5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
4. **Purchases above \$5,000** require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
5. When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources – when the cost exceeds \$1,000 – the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
6. **Audit organizations and individual independent auditors** typically will not respond to an “invitation for bid,” with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an “invitation for proposal” which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
7. In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. An example can be found here.

c. **Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:

1. a brief narrative description of the specific procurement procedure (cited herein) that was used;
2. a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
3. a draft copy of the proposed contract;
4. a list of vendors or practitioners from whom bids or quotes were solicited;

✓ I have read and understand the instructions provided.

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**Automobile Burglary & Theft Prevention Authority**

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**ABTPA Standard Form Contract Between Grantee and Third Party**

- a. This contract is in aid of ABTPA Grant No. 2015-T01-Travis C-00018, titled: Sheriff's Combined Auto Theft Task Force (SCATTF) (Title of the grant in question as it appears on the face of the Statement of Grant Award).
- b. The GRANTEE AGENCY is responsible for closely monitoring the SERVICE PROVIDER and the exercise of reasonable care to enforce all terms and conditions of the grant.
- c. Requirements of the UGMS promulgated pursuant to Chapter 783 of the Texas Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB Circular No. A-102. The GRANTEE AGENCY SHALL:
- d. The **SERVICE PROVIDER** will furnish the following services: (Describe in detail.)
- e. Payment for the above specified services shall be made as follows: (Describe in detail.)
- f. Billing for the above specified services shall be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief specified statement of the service or other item provided and the basis for the billing rate.
- g. In the event of a default of the **SERVICE PROVIDER**, the **GRANTEE AGENCY** may cancel or suspend the contract and the **SERVICE PROVIDER** shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.  
The **SERVICE PROVIDER** shall comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.
- i. This contract shall automatically terminate on the grant expiration date or any extension thereof granted by the ABTPA. All services billed under this contract must be within the grant period.
- j. Enumerate any additional provisions desired by the parties or which the ABTPA may direct to be added by specific instruction.

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**Justification for Non-Competitive Procurement**

**Format/Outline**

**PARAGRAPH 1:**

Brief description of the program and for what purpose it is being contracted

**PARAGRAPH 2:**

Explanation of why it is necessary to contract non-competitively, to include the following:

- a. Expertise of the contractor
- b. Management
- c. Responsiveness
- d. Knowledge of the program
- e. Experience of contractor personnel

**PARAGRAPH 3:**

Time Constraints

- a. When contractual coverage is required and why
- b. Impact on program if dates are not met
- c. How long would it take another contractor to reach the same level of competence (equate to dollars if desired)

**PARAGRAPH 4:**

Uniqueness

**PARAGRAPH 5:**

Other points that should be covered to substantiate the request

**PARAGRAPH 6:**

Declaration that this action is in "the best interests" of the agency

Upload Justification for Non-Competitive Procurement below:

### GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	County Attorney's Office/Underage Drinking Prevention Program	
Contact Person/Title:	Gloria Souhami/Program Director	
Phone Number:	854-4229	

Grant Title:	Underage Drinking Prevention Program			
Grant Period:	From:	10/1/14	To:	9/30/15
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Texas Department of Transportation			
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	National Highway Traffic Safety Administration (NHTSA)			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	165,508	0	34,951	0	\$200,459
Operating:	5,900	0	1,000	55,000	\$61,900
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
<b>Total:</b>	<b>\$171,408</b>	<b>\$0</b>	<b>\$35,951</b>	<b>\$55,000</b>	<b>\$262,359</b>
FTEs:	3.00	0.00	0.00	0.00	3.00

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

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

Performance Measures Applicable Depart. Measures	Projected FY 14 Measure	Progress To Date:				Projected FY 15 Measure
		9/30/13 End of FY13	3/31/14	6/30/14	9/30/14	
<b>Measures For Grant</b>						
Presentations and Community Events	700	700	409	607		700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	150	58	92		150
Outcome Impact Description	Program continues its work with outside organizations and agencies.					
Media Coverage	70	233	99	121		70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	107,000	55,600	80,000		115,000
Outcome Impact Description	Program continues to disseminate materials to grant mandated tri-county area.					

**PBO Recommendation:**

PBO concurs with accepting the grant award for this 20+ year grant program.

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

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County. The Travis County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the part-time community educator's salary and mileage to meet match requirements. The County Attorney's Office contributes \$18,351 through CAPSO funds for school educator and part of 2 FTE salaries.

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.

Yes, a county match is required - \$1,000 county commitment for mileage, \$15,936 contribution for a school educator salary, \$17,231 for part-time community educator's salary and \$1,734 toward two FTE salaries and approximately \$55,000 in-kind services such as media, print shop, computer and network services, office space, fax and telephone service.

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

They are not permitted and costs are included in matching funds.

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.

No, the program will not discontinue. The UDPP will request additional funding via a grant extension.

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

N/A – This program is a continuation of an existing program.

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 program continues community prevention activities to grades 4<sup>th</sup> – 12<sup>th</sup> and under 21 college students as well as parents. Will also continue to expand community collaborations.

# Texas Traffic Safety eGrants

## Fiscal Year 2015

**Organization Name:** Travis County Attorney's UDPP

**Legal Name:** County of Travis

**Payee Identification Number:** 17460001922000

**Project Title:** Comprehensive Underage Drinking Prevention Program

**ID:** 2015-Travis C-G-1YG-0022

**Period:** 10/01/2014 to 09/30/2015

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

THE STATE OF TEXAS  
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

**AUTHORITY:** Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EGF5046**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **030908842**

**Project Title:** Comprehensive Underage Drinking Prevention Program

**Description:** To conduct a comprehensive underage drinking prevention program through education efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **\$399,816.93**

Amount Eligible for Reimbursement by the Department: **\$171,407.85**

Match Amount provided by the Subgrantee: **\$228,409.08**

**TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT**

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

**THE SUBGRANTEE**

**THE STATE OF TEXAS**

**County of Travis**

[Legal Name of Agency]

Executed for the Executive Director and  
Approved for the Texas Transportation  
Commission for the purpose and effect of  
activating and/or carrying out orders, established  
policies or work programs approved and  
authorized by the Texas Transportation  
Commission

By:

\_\_\_\_\_  
[Authorized Signature]

By:

\_\_\_\_\_  
[District Engineer Texas Department of  
Transportation]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Under the authority of Ordinance or  
Resolution Number (for local government)  
(If Applicable)

\_\_\_\_\_  
[Resolution Number]

By:

\_\_\_\_\_  
Director, Traffic Operations Division Texas  
Department of Transportation (Not required for  
local project grants under \$100,000.00)

Date: \_\_\_\_\_

**Texas Traffic Safety Program**

**GRANT AGREEMENT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

**ARTICLE 2. STANDARD ASSURANCES**

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

**ARTICLE 3. COMPENSATION**

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
  2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.

- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

#### **ARTICLE 5. AMENDMENTS**

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### **ARTICLE 7. REPORTING AND MONITORING**

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPS), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
  - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

## ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

## ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

## ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

#### **ARTICLE 11. TERMINATION**

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
  2. There is a written thirty (30) day notice by either party; or
  3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### **ARTICLE 12. INSPECTION OF WORK**

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

#### **ARTICLE 13. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

**ARTICLE 15. GRATUITIES**

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

**ARTICLE 16. NONCOLLUSION**

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

**ARTICLE 18. SUBGRANTEE'S RESOURCES**

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

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procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department's payment is limited to payment for attendance at classes.

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address  
[http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **ARTICLE 24. DEBARMENT AND SUSPENSION**

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
  4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### **ARTICLE 25. LOBBYING CERTIFICATION**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

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or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to [SingleAudits@txdot.gov](mailto:SingleAudits@txdot.gov)
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to [SingleAudits@txdot.gov](mailto:SingleAudits@txdot.gov) as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### **ARTICLE 29. BUY AMERICA ACT**

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### **ARTICLE 30. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

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**RESPONSIBILITIES OF THE SUBGRANTEE**

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
  
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
  
- C. Attend Department-approved grant management training.
  
- D. Attend meetings according to the following:
  - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
  - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
  
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
  
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
  
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
  
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
  
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

**RESPONSIBILITIES OF THE DEPARTMENT**

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records and supporting documentation
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. quarterly review meetings
  - 6. eGrants
  
- B. Provide program management and technical assistance.
  
- C. Attend appropriate meetings.
  
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
  
- E. Perform an administrative review of the project at the close of the grant period to:
  - 1. Ascertain whether or not the project objectives were met
  - 2. Review project accomplishments (performance measures completed, targets achieved)
  - 3. Document any progress towards self-sufficiency
  - 4. Account for any approved Program Income earned and expended
  - 5. Identify exemplary performance or best practices

**ALCOHOL AND OTHER DRUG COUNTER MEASURES**

**Goal(s):**

**To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.**

**Strategy:**

**X To reduce the number of DUI-related crashes where the driver is under age 21.**

**Strategy:**

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

**PROBLEM IDENTIFICATION AND SOLUTION**

**I. Problem Identification**

Alcohol is the most commonly used and abused drug among US youth. Nine out of ten Americans who meet the medical criteria for addiction begin drinking alcohol or using other substances prior to the age of 18. For those who started using these substances before 18, one in four are addicted compared to one in twenty-five who delayed use until 21 or older (Children's Optimal Health 2013). Although drinking under the age of 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the US (Office of Juvenile Justice & Delinquency Prevention 2011). In 2012, Texas youth reported that 12.4 was the average age they first used alcohol (Texas Department of State Health Services 2012). Motor vehicle accidents are the leading cause of death for 15- to 20-year-olds, and teen drivers are three times more likely to be involved in a crash than drivers 21 and older (National Highway Traffic Safety Administration 2013). Texas leads the nation for the number of alcohol-related crashes and crash fatalities. Of those, 9.6% of crashes and 9.3% of fatal crashes involved drivers under the age of 21 (Texas Department of Transportation (TxDOT) 2012). In 2012 there were eight alcohol related fatalities in Travis, Hays and Williamson Counties (TxDOT). From January - June 2013, there were 33 under 21 criminal alcohol violations in Travis, Hays and Williamson Counties (TABC Criminal Citations 2013). In Austin, 24% of traffic fatalities were alcohol-related, and there were 5,314 DWI arrests. Of those, 236 were under 21 (Austin Police Department January - October 2013).

In San Marcos (Hays County), 150 underage drinking offenders were arrested or cited for liquor law violations from July 2012 to July 2013 (San Marcos Police Department 2013). The Austin Independent School District Survey reports that in the 2011-2012 school year, 26% of high school students reported using alcohol within the past month. Middle school students reported 8% use in 2012 in the past month (AISD Substance and Safety Survey 2012).

Travis, Hays and Williamson Counties have rural areas where youth drink because there is not much else to do and drive at the earliest legal age (UDPP 2012). Historically, idle youth are cited as a prime factor in the prevalence of underage drinking. While some view underage drinking as a "rite of passage", teens have a greater risk of death in an alcohol-related crash than the overall driving population, despite their inability to legally purchase, possess or consume alcohol.

In 2012, there were 7,106 total drivers, 94 of which were under 21 years old, involved in rural reportable crashes in Hays Travis and Williamson Counties. (TxDOT 2013).

Underage impaired driving, Minor in Possession, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Capital area, which includes Hays, Williamson and Travis Counties is projected to grow approximately 162% by 2040 (Community Advancement Network 2012). The student population will also grow as well, and so will new teen drivers, with a new crop of students each fall who have not been reached with the prevention message. In the 2012-2013 school year, there were 294,165 students in Travis, Hays, and Williamson County schools (Texas Education Agency 2012). In addition, the Travis County Hispanic population is projected to exceed the Anglo population by 2015. Hispanics have increased as a percentage of the total population in each of the three counties while the white population has decreased as a percentage of the total population. Motor vehicle crashes are the leading cause of death for Hispanics one to 34 years of age (Texas Transportation Institute 2012). This illustrates a need for culturally sensitive and bilingual outreach and materials.

Underage youth are attracted to the tri-county area by higher education institutions and leisure activities, which include aquatic recreation. Higher drowning rates among males may be due to their increased exposure to water and riskier behavior such as swimming alone, drinking alcohol before swimming alone and boating (World Health Organization 2012). College age youth are particularly at risk for water fatalities

as they are for binge drinking (Penn State Prevention Resource Center 2012).

Parents making alcohol available and hosting parties at prom/graduation time and other celebrations is also a factor in the prevalence of underage drinking/drinking and driving. Youth ages 12 to 14 are more likely to obtain alcohol from family or home than other underage drinkers (Center for Substance Abuse Research 2011); 73% of youth ages 13 to 17 cite their parents as the primary influence on their decision to drink, or not drink, alcohol (GFK Roper Youth Report 2012).

## II. Problem Solution

In order to reduce underage drinking, these measures will be utilized:

"Why Risk It?" and "Busted!" presentations to high schools, middle schools and 4th/5th graders in elementary school, as well as to parents and caregivers, that includes information about riding with a drinking driver, the zero tolerance law, and the legal and social consequences of underage drinking. Presentations are conducted by staff and law enforcement volunteers. It will also increase the awareness of risk, in order to reduce the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments assist in tailoring presentations to youth behaviors.

Children who sipped alcohol by age 10 were nearly twice as likely to start drinking by age 14 or younger, compared with their peers who had not tasted alcohol when they were 10 (Partnership at Drugfree.org 2013). The UDPP addresses this issue by providing adult/parent presentations that include the "Jacqueline Saburido" and the "Chronicles of a Teen Killer" videos and working with independent school district parent support specialists and parent involvement programs. Adults are also targeted during the Christmas/New Year's season with a multi-jurisdictional law enforcement collaboration Emphasis Patrol dedicated to a DWI victim. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. The program will also reach adults and college age youth through school/employee orientations, open enrollments, presentations and health fairs sponsored by public and private employers, as well as by colleges and universities.

Other educational components include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week, Holiday Emphasis Patrol and Project Celebration. Twenty-three percent of teens surveyed admit to driving under the influence of alcohol or drugs; 11% did so during the summer, 6% on prom night, and 5% on graduation day/night (Partnership at Drugfree.org 2013). High-risk times such as spring break, prom, graduation and Halloween will be targeted, and BWI and DWI/summer water safety will be addressed in partnership with the Central Texas Water Safety Coalition. Continue collaboration with groups, including the Austin Police Department Athletic League, Williamson County Youth Substance Abuse Prevention Coalition, Hays Caldwell Council on Alcohol and Drug Abuse, Austin Travis County Youth Substance Abuse Prevention Coalition, CAN, Austin & Del Valle ISD School Health Advisory Councils and the Safe Kids Coalition. Continue UDPP task force efforts by increasing membership and providing quality programs and speakers. The task force celebrates a history of community service and has grown to over 200 members. The task force meets regularly and encourages members to support, utilize and create awareness of new and existing resources; it also serves as a distribution site for seasonal campaign material and local event information. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol" and community notices.

The Comprehensive Underage Drinking Prevention Program is in a position to reduce alcohol-related harm in the tri-county area by providing education and outreach prevention services as well as changing social norms and perceptions. Continuing the UDPP provides continuity to build on previous successes and makes a significant contribution in saving the lives of teenagers by discouraging alcohol consumption. The UDPP addresses the spectrum of underage drinking from 4th graders to 20 year-old college age youth, where the risks vary from riding with a drinking driver for young students to binge drinking, and drinking and driving for older youth.

UDPP strengths include name recognition, staff longevity, working relationships with school districts, private and charter schools, established task force and strong working relationships with local law enforcement agencies and media. The "Why Risk It?" program will continue to reach high school age and older youth. The anti-DWI high school program is supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school and to 4th/5th grade students. Evidence based research shows prevention programs at key transition points can produce beneficial effects even among high risk children and families. The UDPP will also grow its partnership with the Mexican Consulate, Con Mi Madre (Hispanic Mother/Daughter program) and at PTAs in predominantly Spanish speaking schools to address this population's risks. In addition, the UDPP will continue efforts working with Spanish speaking media.

The UDPP will utilize branded materials to enhance marketing efforts and enforce its mission statement: To create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

### **III. Project Evaluation**

Demand for services (presentations, booths and community collaborations) allows for measuring success in meeting stated project goals/objectives. The UDPP is not a mandated school program; it is invited onto campuses based on merit and historical relationships. Media coverage of the project reflects community awareness, interest and support of the program and its goals. In addition, project staff periodically conduct pre and post surveys to measure student knowledge of the Zero Tolerance law.

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Conduct 460 Busted and Why Risk It? presentations to youth and adults in Travis, Hays and Williamson Counties. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Contact schools for presentations.	Subgrantee	5/31/2015
2.	Contact community youth groups for presentations.	Subgrantee	5/31/2015
3.	Conduct underage drinking prevention/alcohol awareness presentations to adults (youth over 21, parents, and caregivers).	Subgrantee	5/31/2015
4.	Participate in age appropriate community events.	Subgrantee	6/30/2015
5.	Conduct underage drinking prevention/alcohol awareness presentations to elementary through 12th grade youth.	Subgrantee	9/30/2015
6.	Conduct an estimate of 275 presentations in the 1st quarter.	Subgrantee	12/31/2014
7.	Conduct an estimate of 120 presentations in the 2nd quarter.	Subgrantee	3/31/2015
8.	Conduct an estimate of 30 presentations in the 3rd quarter.	Subgrantee	6/30/2015
9.	Conduct an estimate of 35 presentations in the 4th quarter.	Subgrantee	9/30/2015
10.			

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Establish 12 collaboration(s) between existing agencies on underage drinking and anti-DWI issues. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Create partnerships for Halloween community events.	Subgrantee	10/31/2014
2.	Create partnerships for winter holiday community events	Subgrantee	1/31/2015
3.	Create partnerships for Spring Break community/school events.	Subgrantee	4/30/2015
4.	Participate in forums on underage drinking prevention for parents of elementary school youth.	Subgrantee	5/31/2015
5.	Create partnerships for prom/graduation community/school events.	Subgrantee	5/31/2015
6.	Coordinate outreach efforts with existing underage drinking prevention efforts: ISD Project Celebrations, Mexican Consulate events, etc.	Subgrantee	6/30/2015
7.	Collaborate with other county coalitions focused on anti-DWI/underage drinking prevention in the tri-county area.	Subgrantee	9/30/2015
8.	Attend underage drinking prevention/anti-DWI, and youth health & safety meetings: SafeKids, Greater Austin Underage Drinking Co., Suicide Preve., etc.	Subgrantee	9/30/2015
9.	Collaborate with Hays County (1), Williamson County (1) and Travis County (10).	Subgrantee	9/30/2015
10.			

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**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Participate in 50 community events in Travis, Hays and Williamson Counties. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Contact and work with local colleges and universities on underage drinking and underage drinking and driving prevention efforts.	Subgrantee	6/30/2015
2.	Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee	7/31/2015
3.	Provide presentations to and staff information booth at recreation centers.	Subgrantee	8/31/2015
4.	Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	9/30/2015
5.	Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	9/30/2015
6.	Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	9/30/2015
7.	Participate in an estimate of 25 community events in the 1st quarter.	Subgrantee	12/31/2014
8.	Participate in an estimate of 15 community events in the 2nd quarter.	Subgrantee	3/31/2015
9.	Participate in an estimate of 5 community events in the 3rd quarter.	Subgrantee	6/30/2015
10.	Participate in an estimate of 5 community events in the 4th quarter.	Subgrantee	9/30/2015

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Collect 12 months of UDPP statistics in Travis, Hays and Williamson Counties. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Identify youth community service options for each county.	Subgrantee	5/31/2015
2.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	6/30/2015
3.	Compile information and data collected. Report findings to TxDOT and at end of year task force meeting.	Subgrantee	8/31/2015
4.	Compile data and determine any trends for each county.	Subgrantee	9/30/2015
5.	Identify links between underage drinking and other social issues.	Subgrantee	9/30/2015
6.			
7.			
8.			
9.			
10.			

**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Conduct 5 Underage Drinking Prevention Task Force meetings. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Conduct and attend task force meetings.	Subgrantee	8/31/2015
2.	Provide statistics/information to task force members.	Subgrantee	8/31/2015
3.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2015
4.	Coordinate activities with other groups and agencies to prevention duplication of efforts.	Subgrantee	8/31/2015
5.	Maintain a database of coalition task force members.	Subgrantee	9/30/2015
6.	Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2015
7.	Invite representatives from Williamson and Hays Counties to attend task force meetings (in addition to existing Travis County task force members).	Subgrantee	9/30/2015
8.	Partner with Hays and Williamson Counties on task force activities (in addition to existing task force members represening Travis County).	Subgrantee	9/30/2015
9.			
10.			

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**OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES**

**Objective statement:** To Conduct 1 year round public information and education (PI&E) campaign in the tri-county area. by 9/30/2015

	<b>Activity</b>	<b>Responsible</b>	<b>Activity Completion Date</b>
1.	Determine and develop types of materials needed.	Subgrantee	12/31/2014
2.	Submit proposed materials and the PI&E plan to the department for approval.	Subgrantee	1/31/2015
3.	Participate in seasonal campaigns: Christmas/New Year's, Red Ribbon Week, Spring Break and Graduation in coordination with federal/state campaigns.	Subgrantee	6/30/2015
4.	Contact and serve PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee	6/30/2015
5.	Produce/distribute material and maintain records of all PI&E material received and distributed.	Subgrantee	9/30/2015
6.	Report on program activities.	Subgrantee	9/30/2015
7.	Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	9/30/2015
8.	Utilize public access TV for public service and community billboard announcements, and produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	9/30/2015
9.	Submit press releases to existing news sources (print and broadcast) in all three counties.	Subgrantee	9/30/2015
10.	Update press kit & update program fact sheet with current data distribution to task force agencies and the public.	Subgrantee	9/30/2015

**BUDGET SUMMARY**

Budget Category		TxDOT	Match	Program Income	Total
<b>Category I - Labor Costs</b>					
(100)	Salaries:	\$110,988.00	\$34,951.08	\$0	\$145,939.08
(200)	Fringe Benefits:	\$54,519.80	\$0	\$0	\$54,519.80
	<b>Sub-Total:</b>	<b>\$165,507.80</b>	<b>\$34,951.08</b>	<b>\$0</b>	<b>\$200,458.88</b>
<b>Category II - Other Direct Costs</b>					
(300)	Travel:	\$4,000.05	\$1,000.00	\$0	\$5,000.05
(400)	Equipment:	\$0	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$1,900.00	\$192,458.00	\$0	\$194,358.00
	<b>Sub-Total:</b>	<b>\$5,900.05</b>	<b>\$193,458.00</b>	<b>\$0</b>	<b>\$199,358.05</b>
	<b>Total Direct Costs:</b>	<b>\$171,407.85</b>	<b>\$228,409.08</b>	<b>\$0</b>	<b>\$399,816.93</b>
<b>Category III - Indirect Costs</b>					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
<b>Summary</b>					
	<b>Total Labor Costs:</b>	<b>\$165,507.80</b>	<b>\$34,951.08</b>	<b>\$0</b>	<b>\$200,458.88</b>
	<b>Total Direct Costs:</b>	<b>\$5,900.05</b>	<b>\$193,458.00</b>	<b>\$0</b>	<b>\$199,358.05</b>
	<b>Total Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Grand Total:</b>	<b>\$171,407.85</b>	<b>\$228,409.08</b>	<b>\$0</b>	<b>\$399,816.93</b>
	<b>Fund Sources: (Percent Share)</b>	<b>42.87%</b>	<b>57.13%</b>	<b>0.00%</b>	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #: 06AFHTX0010078  
SAP #:

<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>	AmeriCorps		
<b>Grant Period:</b>	From: <span style="border: 1px solid black; padding: 2px;">Aug 1, 2014</span>	To: <span style="border: 1px solid black; padding: 2px;">Jul 31, 2015</span>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	OneStar 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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	Corporation for National and Community Service (CNCS)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 295,662	\$ 363,098	\$ 0	\$ 0	\$ 658,760
Operating:	\$ 0	\$ 82,035	\$ 0	\$ 0	\$ 82,035
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 74,080	\$ 0	\$ 0	\$ 74,080
<b>Totals:</b>	<b>\$ 295,662</b>	<b>\$ 519,213</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 814,875</b>
FTEs:	17.00	14.00	0.00	0.00	31.00

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	

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
<b>Applicable Departmental Measures</b>					
1.	Educational Contacts	296,367	260,000	280,000	280,000
2.					
3.					
4.					
<b>Measures for the Grant</b>					
1.	AmeriCorps members successfully completing national service training	31	32	32	24
Outcome Impact Description		The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.			
2.	AmeriCorps member service hours	30,838	34,800	34,800	34,800
Outcome Impact Description		This measure shows the number of service hours the AmeriCorps members are providing to the community.			
3.	Students enrolled in after-school programs	1764	1,400	1,400	1,400
Outcome Impact Description		This measure shows the number of students served by the AmeriCorps members.			
4.	Number of students who complete an after-school program and show increased academic engagement (This measure is obtained by administering an attitude questionnaire at the beginning and end of the after-school program.)	236	773	773	773
Outcome Impact Description		AmeriCorps members are used to augment staff in after-school programs with the goal of increasing students' interest in academic subjects.			

**PBO Recommendation:**

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant award from the Corporation for National and Community Service (CNCS). This grant will continue funding AmeriCorps members working in the Travis County 4-H CAPITAL after-school programs throughout the county.

The grant award is \$295,662, and requires a match totaling \$519,213. This match is provided by General Fund Cost Share, after-school revenue contracts with various school districts, and a grant from the National 4H Council. Total grant funds are \$301,696, and about 2% of the grant funds (\$6,034) are set aside as an administrative fee to the One Star Foundation, a quasi-state organization that serves to pass-through the federal funds from the Corporation for National and Community Service. The remaining \$295,662 is used for the Travis County program.

PBO recommends acceptance of this grant award.

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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?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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 FY'15 grant requires a match totaling \$519,213. This match is provided by the Travis County General Fund, after-school revenue contracts and a grant from the National 4H Council. The AmeriCorps grant is revenue neutral. It will not increase the General Fund budget.

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

This continuation is for year 3 of a three-year grant cycle. The grant allows for a 3% indirect cost allocation for the county and 2% for the OneStar Foundation. TCHHSVS has not claimed its 3% allocation because OneStar has strongly encouraged current grantees not to increase the amount of grant funds during the current grant cycle. Therefore, TCHHSVS requests permission to not claim an indirect cost amount for this application but explore the possibility of including some indirect costs after the end of the current three-year grant cycle.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

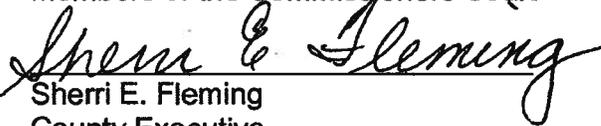
7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.



**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 4, 2014  
**TO:** Members of the Commissioners Court  
**FROM:**   
Sherri E. Fleming  
County Executive  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** AmeriCorps grant

**Proposed Motion:**

Consider and take appropriate action to approve a grant from the Corporation for National and Community Service to help fund the Travis County CAPITAL AmeriCorps Project in FY'15.

**Summary and Staff Recommendations:**

The grant will help fund 19 full-time and 10 half-time AmeriCorps members who will provide after-school enrichment programs each week during the school year. These programs focus on science and technology, environmental education, outdoor education, and life skills. Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this grant.

**Budgetary and Fiscal Impact:**

The \$301,696 grant requires a match totaling \$519,213. This match will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'15 grant will run from 8/1/14 – 7/31/15.

**Issues and Opportunities:**

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 17,000 youth to date.

**Background:**

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas A&M AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service  
Nicki Riley, CPA, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Mary Etta Gerhardt, Assistant County Attorney  
Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, 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

**Sub-Grantee Information****Legal Applicant**

Travis Co. through the Travis Co. Health and Human Services and Veterans Services  
 PO Box 1748  
 Austin, TX 78767-1748  
**EIN:** 746000192  
**DUNS:** 030908842

**Program Name:** Travis County CAPITAL AmeriCorps Project

**Primary Contact:**

Lydia Domaruk  
 512-854-9609  
 LRDomaruk@ag.tamu.edu

**Grantee Information**

OneStar National Service Commission  
 9011 Mountain Ridge Drive, Suite 100  
 Austin, TX 78759

**Grants Officers:**

Miranda Spiro  
 512-287-2061  
 miranda@onestarfoundation.org

Jerry Bertrand  
 512-287-2030  
 jerry@onestarfoundation.org

**Award Information**

CFDA Number	94.006	Pre-Award Cost Start Date	Not Applicable
Federal Identifier	06AFHTX0010078	Project Period	8/1/2012 – 7/31/2015
eGrants Application ID	14AC159289	Budget Period	8/1/2014 – 7/31/2015

**Award Description**

This award provides funds authorized by the Corporation for National and Community Service ("Grantor") that are passed through to OneStar National Service Commission ("Grantee") for carrying out AmeriCorps\*State programs. The purpose of this award is to assist the Sub-Grantee in providing innovative program activities enable and authorized by the Grantor and Grantee under the National and Community Service Act of 1990, as amended (42 U.S.C. SS12501 et seq.).

**Funding Information**

	<b>Corporation Share</b>	<b>Grantee Share</b>
<b>Grant Year 2014-15 Funding</b>	<b>\$301,696</b>	<b>\$519,213</b>
<b>Approved Match</b>	<b>63%</b>	

**Member Information**

<b>Member Service Years (MSYs)</b>	<b>24.00</b>	
	<b>Stipend</b>	<b>Non-Stipend</b>
<b>Total Slots</b>	<b>29</b>	<b>0</b>
Full-Time Slots	19	0
Half-Time Slots	10	0
Reduced Half-Time Slots	0	0
Quarter-Time Slots	0	0
Minimum-Time Slots	0	0

**Special Conditions**

Eligibility for continued funding is contingent upon satisfactory performance, compliance and the availability of funds.

**Terms of Acceptance**

By accepting funds under this grant, the Sub-Grantee agrees to comply with the Notice of Grant Award, Terms and Conditions, Attachment A: AmeriCorps Texas Provisions, all applicable federal statutes, regulations and guidelines, and all applicable Grantee policies and procedures.

The Sub-Grantee agrees to administer the funded program in accordance with the approved grant application and budget as submitted in eGrants, supporting documents and other representations made in support of the approved Grant application.

**Signature Authority**

The person or persons signing this Notice of Grant Award on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to execute this Notice of Grant Award on behalf of the Sub-Grantee and to validly and legally bind the Sub-Grantee to all the terms of this agreement.

This Grant Award is not effective until signed by the Grantee and the Sub-Grantee.

**Grantee****Sub-Grantee**

\_\_\_\_\_  
 Elizabeth Darling  
 President/CEO  
 OneStar Foundation

\_\_\_\_\_  
 Date

**BY:**

\_\_\_\_\_  
 Samuel Biscoe  
 County Judge  
 Travis Co. through the Travis Co. Health and Human Services and Veterans Services

\_\_\_\_\_  
 Date

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GENERAL TERMS AND CONDITIONS

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ATTACHMENT A: AMERICORPS TEXAS PROVISIONS

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**CHANGES FROM THE 2013-2014 TERMS AND CONDITIONS**

For your convenience, we have identified changes from last year's AmeriCorps grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all grant terms and conditions, because grantees are responsible for knowing, understanding, and complying with all grant terms and conditions.

**GENERAL TERMS AND CONDITIONS**

- Section 22.** Updated language to match the requirement of the Commission retaining 2% of the federal award.
- Section 23.** Event requirements have been updated to reflect the 2014-2015 schedule and clarified enforcement for participation.

**ATTACHMENT A1 | AMERICORPS TEXAS SPECIAL PROVISIONS**

- A.** Updated language to match the statute.
- B.5.** Included the specific citation to find the FAQs.
- C.2.** Added a sub-section on refilling slots.
- D.2.** Added additional information regarding health insurance for members.
- D.3.c.** Added information regarding eligibility for child care.
- G.4.** Deleted the requirement to notify CNCS when a member's status changes that affects healthcare.
- H.** Updated the progress reporting period covered by the October report.
- H.1.** Added that requests for extensions must be in writing.

**ATTACHMENT A2 | AMERICORPS TEXAS GENERAL PROVISIONS**

- G.2.** Added the section on Whistleblower Protection.
- I.** Updated the citation for SAM.

**ATTACHMENT A3 | GRANT PROGRAM CIVIL RIGHTS AND NON-HARASSMENT POLICY**

Replaced the 2013 Civil Rights and Non-Harassment Policy with the 2014 Policy.



## SECTION 1: DEFINITIONS

The following definitions apply to the entire Grant Award.

- 1.1 **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- 1.2 **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- 1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee and the Sub-Grantee and its Program Sub-Grantee, if applicable. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.
- 1.4 **Commission** means the OneStar National Service Commission (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/>
- 1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- 1.6 **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.7 **Corporation Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at <http://www.americorps.gov/egrants/index.asp>
- 1.9 **Member or participant** means an individual:
  - a. Who has been selected by the Sub-Grantee to serve in an approved national service position;
  - b. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  - c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  - d. Who has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to begin a term of service as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. § 1091), or who has been determined through an independent assessment conducted by the Sub-Grantee to be incapable of obtaining a high school diploma or its equivalent.



- 1.10 **Operating Site** means the organization that manages the AmeriCorps program and places members into service locations. Sub-Grantees are operating sites.
- 1.11 **Performance Measures** are measureable indicators of a program's performance as it relates to member service activities.
- 1.12 **Project Period** is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.
- 1.13 **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- 1.14 **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- 1.15 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- 1.16 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by and awarded by the Commission. The Sub-Grantee carries out a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.17 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee. The Program Sub-Grantee carries out in part or in whole, a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.18 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

## SECTION 2: LEGISLATIVE AND REGULATORY AUTHORITY

This grant is authorized by and subject to the National and Community Service Act of 1990, as amended by the Serve America Act, (42 U.S.C. 12501 *et seq.*) and the implementing regulations at 45 CFR Chapter XXV. Sub-Grantees must comply with the requirements of the Act and its implementing regulations.

## SECTION 3: OTHER APPLICABLE STATUTES AND REGULATIONS

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

- a. **States, Indian Tribes, U.S. Territories, and Local Governments:** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories and local governments:



1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR Part 2541.
2. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.

b. **Nonprofit Organizations:** The following circulars and their implementing regulations apply to nonprofit organizations:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.

c. **Educational Institutions:** The following circulars and their implementing regulations apply to educational institutions:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.

These documents can be found here: [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).

#### **SECTION 4: EXEMPTIONS FOR FIXED AMOUNT GRANTS**

Fixed Amount grants are exempt from the Cost Principles. (See above for the exemptions.) Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed Amount grants include Education Award program (EAP) Fixed Amount grants, Professional Corps Fixed Amount grants, and Full-Cost Fixed Amount grants.

#### **SECTION 5: ORDER OF PRECEDENCE**

Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) CNCS Special Grant Provisions, (d) CNCS Grant General Provisions, (e) the Notice of Funding Opportunity, (f) Commission terms and conditions, policies and procedures, and (g) the approved Grant Application including all assurances, certifications, attachments, and pre-award negotiations.



**SECTION 6: GENERAL TERMS**

- 6.1 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Sub-Grantee agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions
- 6.2 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this grant award.
- 6.3 CNCS's Office of Inspector General provides a list of common audit findings with which the Sub-Grantee should ensure they are familiar. The list of common audit findings may be accessed at: [http://www.americorps.gov/pdf/08\\_0626\\_cnsc\\_audit\\_findings.pdf](http://www.americorps.gov/pdf/08_0626_cnsc_audit_findings.pdf).
- 6.4 The Sub-Grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including but not limited to, those cited in these Grant Terms and Conditions, Provisions, the Grant Assurances and Certifications and those cited in 45 CFR Parts 2541 and 2543.
- 6.5 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
  - a. from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
  - b. from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.
- 6.6 Both parties agree that all powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.
- 6.7 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.
- 6.8 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award shall nevertheless remain in full force and effect.
- 6.9 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

**SECTION 7: GRANT AWARD CYCLE**

- 7.1 For the purpose of the grant, unless otherwise specified, the project period covers a three-year period. In approving a multi-year project period, the Commission generally makes an initial award for the first year of operation. Sub-Grantees desiring to continue beyond the first or second year of the three-year project period shall submit a continuation application in a new grant competition held by the Commission. Continuation funding is contingent upon satisfactory performance, compliance and the



availability of funds.

The project period and the budget period for this grant are noted on the Notice of Grant Award.

**SECTION 8: CHANGES AND AMENDMENTS**

- 8.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 8.2 Except as specifically provided by Section 8.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.

**SECTION 9: PROGRAM SUB-GRANTS**

- 9.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).
- 9.2 The Sub-Grantee shall ensure that the performances rendered under all program sub-grants are rendered in compliance with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.
- 9.3 The Sub-Grantee shall ensure that no person shall participate in any decision related to making Sub-Grants under this Grant Award which affects his/her personal financial interest. The Sub-Grantee shall maintain on file and make available for inspection a written statement that includes the name of employees and governing body members who have a conflict of and discloses interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.
- 9.4 Should the Sub-Grantee enter into a subsequent sub-grant in sub-granting any of the performances hereunder, the Sub-Grantee shall:
  - a. Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.
  - b. Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended.
  - c. Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantees name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.
- 9.5 The Sub-Grantee's responsibilities extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
  - a. The Sub-Grantee shall conduct monitoring and contract oversight activities on a routine basis from the Sub-Grantee's offices, on site at the Program Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
  - b. The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the



Commission's duties to CNCS require.

- 9.6 The Sub-Grantee should require through contract agreement that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on the premises of the subcontractor in accordance with Section 16.
- 9.7 The Sub-Grantee should require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the Sub-Grantee as required in Section 16.3 of this Grant Award; and the resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.

#### **SECTION 10: REPORTING FRAUD**

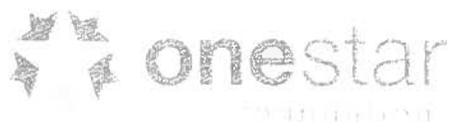
- 10.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.
- 10.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.
- 10.3 The Sub-Grantee agrees to notify the Commission within five (5) working days from the date they are notified of an investigation by the CNCS Office of Inspector General on the Legal Applicant or Approved Program as it relates to any funds awarded by OneStar and/or directly from CNCS.
- 10.4 See also Section C of this grant award's General Provisions for additional requirements.

#### **SECTION 11: TECHNICAL ASSISTANCE**

- 11.1 The Sub-Grantee shall participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.
- 11.2 At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 14.

#### **SECTION 12: AUDITS**

- 12.1 Sub-Grantee organizations that expend \$500,000 or more in total federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A Sub-Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, Sub-Grantees must continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.
  - a. Sub-Grantees must submit an independent audit and financial statements to the Commission nine



months after the organization's fiscal year end.

- b. Sub-Grantees that are required to, must submit audits required under Office of Management and Budget Circular A-133, to the Commission, nine months after the organization's fiscal year end.
- 12.2 Notwithstanding Section 12.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- 12.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as reasonably requested. The Sub-Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards.

### SECTION 13: MONITORING AND EVALUATIONS

- 13.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct contract oversight activities under this Grant Award.
- a. The Commission shall conduct monitoring on a routine basis utilizing the Commission's risk assessments.
  - b. The Commission shall conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
- 13.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results shall be provided to the Sub-Grantee before the evaluation is concluded and the findings are published.
- 13.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Grant Award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
- 13.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to CNCS require.

### SECTION 14: ENFORCEMENT

- 14.1 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- 14.2 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
- a. Verbal and/or written communication of the mitigating steps or actions requested by the



Commission;

- b. Development and implementation of a corrective action plan;
  - c. Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;
  - d. Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;
  - e. Withholding of some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
  - f. Suspension and/or Termination of the grant award, in whole or in part.
- 14.3 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.
- 14.4 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 14.5 The Commission shall provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- 14.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

## SECTION 15: SUSPENSION AND TERMINATION

- 15.1 This Grant award may be terminated by mutual agreement, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination by mutual agreement, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, the Sub-Grantee may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R. §2540.400.
- a. If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.



- b. Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.
  - c. The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.
- 15.2 Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, the Commission may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights described in 45 CFR §2540.400.
- 15.3 Upon termination of this Grant Award, whether for cause or by mutual agreement, copies of all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.
- 15.4 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired in performance of this Grant Award.
- 15.5 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.
- 15.6 The Sub-Grantee shall remain liable for all disallowed costs and costs incurred for activities performed under this grant. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.

**SECTION 16: RETENTION AND ACCESSIBILITY OF RECORDS**

- 16.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 16.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- 16.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records shall be retained until the discrepancy is resolved and final action is taken.
- 16.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section.



Such rights of access and examination are granted to, as applicable:

- a. the Corporation for National and Community Service
  - b. the Office of the Inspector General,
  - c. the Commission,
  - d. other state and federal auditing agencies, or
  - e. any duly authorized representative of the above named agencies as deemed appropriate by the Commission
- 16.5 The Commission shall make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

#### **SECTION 17: RIGHTS IN DATA**

- 17.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- 17.2 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.
- 17.3 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.
- 17.4 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from CNCS.
- a. CNCS retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. CNCS may distribute such products through a designated clearinghouse.
  - b. To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.
- 17.5 Distribution, publication or sharing of any data or information will be done in a manner according to all applicable federal, state and local laws as to confidentiality and other data sharing restrictions.

#### **SECTION 18: RIGHTS TO SUPPLIES AND EQUIPMENT PURCHASED WITH GRANT FUNDS**

- 18.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and

equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

## SECTION 19: GENERAL FISCAL ADMINISTRATION

- 19.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- 19.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.
- 19.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- 19.4 The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.
- 19.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a grant award amendment.
- 19.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:
- The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.
  - If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.
  - All repayments made by the Sub-Grantee shall be from non-federal funds.
  - Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 19.7 The Sub-Grantee shall obtain approval from the Commission for deviations from the approved budget as outlined in the Budget Variance policy. Budget changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR alone does not guarantee approval.
- 19.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond or Crime Policy equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee shall amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.
- The Sub-Grantee receiving the Grant Award is named as a third party loss payee (but does not necessary need to be the sole loss payee). This insurance shall cover the dishonest acts of all employees, volunteers, officers and directors.



- b. Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- 19.9 The Sub-Grantee shall keep the Fidelity Bond or Crime Policy current from the start date of the budget period to six months after the date of final reimbursement.
- 19.10 If the Sub-Grantee Bond or Policy does not meet the criteria above, the Sub-Grantee may submit a waiver request for OneStar's consideration by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

## **SECTION 20: MATCHING REQUIREMENTS**

- 20.1 Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R. §2543) or A-110 (45 C.F.R. §2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- 20.2 Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.
- 20.3 Match funds are the funds that Sub-Grantees are required to attain from other sources to provide additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.
- 20.4 Sub-Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant.
- 20.5 Sub-Grantees shall report the amount and sources of federal funds, other than those provided by CNCS, used to carry out its program. This includes other federal funds expended by program sub-grantees and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- 20.6 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.

## **SECTION 21: PROGRAM INCOME**

- 21.1 Program income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance allowable costs under the federal and/or non-federal shares of the grant. (See also Section E of this grant award's General Provisions)
  - a. The service activities conducted by the members shall be allowable under this Grant Award.
  - b. All income earned as a direct result of the Program's activities during the award period shall be used first to finance the non-federal (Corporation) share (match) of the Program.



- c. Program income in excess of the match needed for this Grant Award shall follow the appropriate requirements of 45 CFR §2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share.
  - d. In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a Sub-Grantee to utilize the addition method for program income. Under the addition method, a Sub-Grantee would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Sub-grantees must request and gain approval from OneStar prior to utilizing program income in this manner.
  - e. Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it is earned except with prior approval by OneStar.
  - f. Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- 21.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
- a. The service benefits a for-profit entity;
  - b. The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or
  - c. The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.
- 21.3 Sub-Grantees that earn excess income shall specify the amount of the excess in the comment box on the Federal Financial Report (FFR).

## SECTION 22: PAYMENT OBLIGATIONS

- 22.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission shall agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain two percent (2%) of the Federal share of this Grant Award.
- 22.2 Requests for reimbursement may be submitted to the Commission semi-monthly or monthly. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement shall only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.
- a. Requests for reimbursement shall be received by the Commission within 30 days of the end of the period covered by the request.
  - b. Payments will be made chronologically based on the period covered.
- 22.3 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.



- a. Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.
22.4 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
22.5 The Commission shall not be liable to the Sub-Grantee for costs incurred and/or performances rendered by the Sub-Grantee before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section 15 of this Grant Award unless specifically approved in writing by the Commission.
22.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
22.7 The Commission shall make funds available within forty-five (45) days as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.

SECTION 23: EVENTS AND REPORTING

- 23.1 Each Sub-Grantee shall submit Progress and Financial Reports by the required due dates as specified in the AmeriCorps Special Provisions (Section I). Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.
23.2 The Sub-Grantee shall submit such additional periodic, grant award closeout, monitoring, grant making, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested. Extensions of communicated deadlines will be granted only when 1) the report or document cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report. Failure to submit any report or document in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.
23.3 The Sub-Grantee shall participate in such additional periodic, or ad-hoc initiatives, events, webinars, conference calls, or trainings as deemed necessary by the Commission. The Commission's request shall provide a reasonable amount of advance notice, in consideration of the nature of the required participation. Failure to participate in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.
23.4 The following events require participation. Participation shall become part of a Sub-Grantee's Performance Record. The Sub-Grantee must send the Primary Program and/or Primary Fiscal contacts as designated in the Authorized Representative Form, as appropriate. Details on events shall be disseminated as the Commission obtains additional information.

Table with 3 columns: Date, Event, Location. Rows include: September 18-19, 2014 Texas Nonprofit Summit\* Austin, TX; Spring 2015 Southwest Cluster Conference/AmeriCorps Grantee Meeting Location TBD

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AmeriCorps Grant Award  
2014-2015 Terms and Conditions

Summer 2015	National Conference on Volunteering and Service*	Location TBD
Monthly	Commission Sponsored Conference Call Trainings**	Online

\* Attendance at the Texas Nonprofit Summit and the National Conference on Volunteering and Service is encouraged but not required.

\*\* Conference Call attendance requirement as to "optional" or "required" will be communicated to Sub-Grantees in writing in advance of the training. Calls deemed as "required" will become part of the Sub-Grantee performance report.

23.5 Required events require full participation. Failure to participate fully will become part of the Sub-Grantee performance report and will result in the issuance of a Notice of Noncompliance. Full participation is defined by:

- a. Participants attend all scheduled sessions (plenary and breakout) in full (from scheduled start to end time);
- b. Participants are actively engaged in all sessions (plenary and breakout) and activities;
- c. Participants maximize all opportunities for learning, sharing and networking; and
- d. Sub-Grantees shall be responsible for all materials presented. OneStar shall provide sufficient notice to Sub-Grantees regarding the content of any events such that the Sub-Grantee may ensure that the appropriate staff person is in attendance.

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**These Corporation for National and Community Service (CNCS) AmeriCorps Grant Provisions are binding on the Sub-Grantee.** By accepting funds under this Grant, the Sub-Grantee agrees to comply with, and include in any program sub-grants, the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. For the purposes of these Provisions, AmeriCorps refers to AmeriCorps State sub-grantees only.

**Attachment A1. AmeriCorps Texas Special Provisions .....A2**

- A. Affiliation with the AmeriCorps National Service Network .....A2
- B. Member Recruitment, Selection and Exit.....A2
- C. Supervision and Support .....A3
- D. Changes in Member Terms of Service or Program Slots .....A6
- E. Release from Participation .....A7
- F. Living Allowances, Other In-Service Benefits and Taxes .....A7
- G. Member Records and Confidentiality.....A9
- H. Budget and Programmatic Changes.....A10
- I. Reporting Requirements.....A11
- J. Grant Period and Incremental Funding.....A12

**Attachment A2. AmeriCorps Texas General Provisions.....A13**

- A. Responsibilities Under Grant Administration.....A13
- B. Financial Management Standards .....A13
- C. The Office of Inspector General.....A13
- D. Whistleblower Protection .....A14
- E. Program Income.....A14
- F. Safety.....A15
- G. Non-Discrimination Public Notice and Records Compliance.....A15
- H. Grant Products .....A16
- I. Fixed Amount Awards .....A16
- J. Trafficking In Persons.....A17
- K. Central Contractor Registration (CCR) and Universal Identifier Requirements .....A18

**Attachment A3. Grant Program Civil Rights and Non-Harassment Policy .....A19**



**A. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK**

1. **Identification as an AmeriCorps Program or Member.** The Sub-Grantee shall identify the program as an AmeriCorps program and members as AmeriCorps members. All partnership agreements/MOUs related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
2. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All Sub-Grantee and Program Sub-Grantee websites shall clearly state that they are an AmeriCorps Sub-Grantee and shall prominently display the AmeriCorps logo in any portion of the website which directly references the AmeriCorps program. Sub-Grantees and Program Sub-Grantees shall use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, on-line position posting or other recruitment materials, orientation materials, member curriculum materials, signs, banners, press releases and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the Sub-Grantee shall describe their program as "an AmeriCorps Program." Sub-Grantees shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Sub-Grantees are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan "AmeriCorps Serving Here." AmeriCorps members should state they are AmeriCorps members during public speaking opportunities.

The Sub-Grantee may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or in these grant provisions.

**B. MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in CNCS's regulations at 45 CFR § 2522.210 and Part 2540. In addition, the Sub-Grantee must ensure that the following procedures are followed:

1. **Notice to CNCS's National Service Trust.** The Sub-Grantee must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within thirty (30) days of a member's start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The Sub-Grantee also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within thirty (30) days may result in sanctions to the Sub-Grantee, up to and including, suspension or termination of the grant. Sub-Grantees meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

**Penalties for false information:** Any individual who knowingly makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

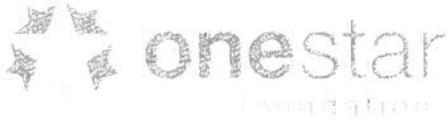
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2. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member service agreement materials.
3. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the Sub-Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: ([www.nationalservice.gov/sites/default/files/documents/AmeriCorps State National Policy FAQs.pdf](http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps%20State%20National%20Policy%20FAQs.pdf)).
4. **Assigning Members to Service Locations.** The Sub-Grantee is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The Sub-Grantee is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select the one where the member serves a majority of his or her hours for the member's assignment; however, all service locations must be listed in the portal.
5. **Completion of Terms of Service.** The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within thirty (30) days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or if the member has completed at least fifteen (15) percent of the service hour requirement, a member may receive a pro-rated education award.
6. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the Sub-Grantee must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information certified on the end-of-term certification.

#### C. SUPERVISION AND SUPPORT

1. **Planning for the Term of Service.** The Sub-Grantee must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or prohibited fundraising activity (see 45 CFR § 2520.40-45). The Sub-Grantee must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to the Commission and CNCS upon request. The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the Sub-Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
2. **Member Service Agreements.** The Sub-Grantee must require that each member sign a service agreement that includes, at minimum, the following:
  - a. Member position description



- b. The minimum number of service hours (as required by statute) and other requirements (as developed by the Sub-Grantee) necessary to successfully complete the term of service and to be eligible for the education award;
- c. The amount of the education award being offered for successful completion of the term of service in which the individual is enrolling;
- d. Standards of conduct, as developed by the Sub-Grantee;
- e. The list of prohibited activities, including those specified in the regulations at 45 § CFR 2520.65;
- f. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Nondisplacement;
- g. The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by members;
- h. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
- i. Civil rights requirements, complaint procedures, and rights of beneficiaries (see Section G of the General Provisions);
- j. Suspension and termination rules;
- k. The specific circumstances under which a member may be released for cause;
- l. Grievance procedures; and
- m. Other requirements as established by the Sub-Grantee.

The Sub-Grantee should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

- 3. Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):
- a. Attempting to influence legislation;
  - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
  - c. Assisting, promoting or deterring union organizing;
  - d. Impairing existing contracts for services or collective bargaining agreements;
  - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  - h. Providing a direct benefit to-
    - i. A business organized for profit;
    - ii. A labor union;

- iii. A partisan political organization
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph C.7 above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
  - j. Providing abortion services or referrals for receipt of such services; and
  - k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

4. **Supervision.** The Sub-Grantee must provide members with adequate supervision by qualified supervisors consistent with the approved grant application. The Sub-Grantee must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The Sub-Grantee must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
5. **Performance Reviews.** The Sub-Grantee must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
  - a. Whether the member has completed the required number of hours;
  - b. Whether the member has satisfactorily completed assignments; and
  - c. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
6. **Timekeeping.** The grantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS.
7. **Member Death or Injury.** The Sub-Grantee must immediately report any member deaths or serious injuries to the Commission via the Sub-Grantee's assigned Grants Officer.

**D. CHANGES IN MEMBER TERMS OF SERVICE OR PROGRAM SLOTS**

1. **Changes that Require OneStar and CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a Sub-Grantee, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the Commission.
  - a. A change in the number of member service year positions in the grant; and/or
  - b. A change in the funding level of the grant.
2. **Changing Slot Types (unfilled positions).** Except for Full-cost and Professional Corps Fixed Amount grants, Sub-Grantees may change the type of slots awarded to their program if;
  - a. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
  - b. The change does not increase the value of the education award.

All changes to slot type are subject to availability of funds in the Trust, must be Trust neutral, and must comply with all assumptions on which Trust prudence and continued solvency are predicted. Changes in slot type may be made by the Sub-Grantee directly in the My AmeriCorps Portal.

3. **Changing a Term of Service (currently enrolled positions).** Changes in terms of service may not result in an increased number of MSYs for the program. With the exception of Education Award only grants, grantees with Fixed Amount grants may not convert members to less-than-full-time slots.
  - a. Full-time. The Commission may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.
  - b. Less than Full-time. CNCS and the Commission discourage changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. The Commission may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
  - c. Refilling Slots. With the exception of Sub-Grantees whose awards have special grant conditions under 45 CFR § 2543.14 or §2541.120, AmeriCorps State programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- i. Total AmeriCorps enrollment reaches 97 percent of awarded slots; or
- ii. The number of refills reaches five percent of awarded slots.

- d. Slots eligible for refill may not be transferred. Additionally, they may not be combined with unfilled slots.
- e. **Formula and State Competitive Grant Slot Transfers.** The Commission is allowed to transfer slots among the state formula and competitive Sub-Grantees in order to maximize enrollment and cost effectiveness without prior approval from CNCS. The Commission may not transfer slots between competitive and formula sub-grantees or vice-versa. The Commission may not transfer funds among the competitive Sub-Grantees.
- f. **Notice to Childcare and Healthcare Providers.** The Sub-Grantee must immediately notify CNCS's designated agents, in writing, when a member's status changes in a manner that affects eligibility for childcare or healthcare.

## E. RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the Sub-Grantee, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with grant requirements and may result in disallowed costs and other remedies for non-compliance. In addition to the regulations, the following applies:

***No Automatic Disqualification if Released for Cause.*** A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term— e.g. the individual has decided to take a job offer— but who, otherwise, performed well, would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

## F. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

1. **Living Allowance Distribution.** A living allowance is not a wage. Sub-Grantees must not pay a living allowance on an hourly basis. Sub-Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the Sub-Grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the Sub-Grantee must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed-Amount grants (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount grantees must provide a living allowance to their members.

2. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance,

it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

- 3. Taxes and Insurance.** Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, Sub-Grantees must ensure that the following procedures are followed:
- Liability Insurance Coverage** - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
  - FICA (Social Security and Medicare taxes)** - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee must pay FICA for any member receiving a living allowance. The Sub-Grantee must also withhold the required FICA percentage from the member's living allowance.
  - Income Taxes** - The Sub-Grantee must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee must comply with any applicable state or local tax requirements.
  - Worker's Compensation** - Some states require worker's compensation for AmeriCorps members. Sub-Grantees must check with State Departments of Labor or the Commission to determine worker's compensation requirements. If worker's compensation is not required, Sub-Grantees must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.
- 4. Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The Sub-Grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for health care benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. By July 1, 2015 all AmeriCorps programs must have MEC coverage. For fiscal year 2014,

programs must document evidence of working towards MEC compliance.

Per a May 14, 2014 notice, the Department of Health and Human Services (HHS) issued guidance that created a special healthcare enrollment period (through December 31, 2014) for all AmeriCorps State members.

**Starting Service:** If you start AmeriCorps State service after the open enrollment period which ended on March 30, 2014, you have 60 days from the service start date to sign-up for healthcare coverage through the federal healthcare marketplace.

**Ending Service:** At the conclusion of service, you will also be able to purchase a qualified health plan from the federal healthcare marketplace outside of the annual open enrollment period. You have 60 days from the service end date to sign-up for healthcare coverage.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

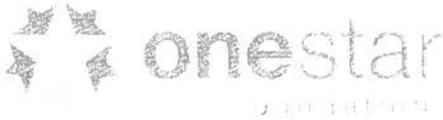
5. **Administration of Child Care Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR §2522.250. Members serving in EAPs are not eligible for the childcare benefit. CNCS will not cover childcare costs for members who served on a less than full-time basis, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may contact the childcare contractor for technical assistance. Sub-Grantees can contact the AmeriCorps hotline at 1-800-942-2677 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs ([http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps State National Policy FAQs.pdf](http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps%20State%20National%20Policy%20FAQs.pdf)) for more detailed information on administering childcare and healthcare benefits.
6. **Notice to Childcare Providers.** The Sub-Grantee must immediately notify CNCS's designated agents in writing, when a member's status changes in a manner that affects the member's eligibility for childcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact the childcare provider on childcare related changes.

#### G. MEMBER RECORDS AND CONFIDENTIALITY

1. **Recordkeeping.** The Sub-Grantee must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained. CNCS will recognize electronically stored files where:

The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- a. Sufficient prevention of unauthorized alterations or erasures of records;
- b. Effective security measures to ensure that only authorized persons have access to records;
- c. Adequate measures designed to prevent physical damage to records; and



- d. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

- a. Storage of the records in a physically accessible location;
- b. Clear and accurate labeling of all records; and
- c. Storage of the records in a usable, readable format.

- 2. **Verification of Eligibility.** Unless an individual social security number and citizenship was verified through the My AmeriCorps Portal, the Sub-Grantee must obtain and maintain documentation as required by 45 CFR §2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the grantee's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the Sub-Grantee must retain a copy of the supporting evaluation.

- 3. **Confidential Member Information.** The Sub-Grantee must maintain the confidentiality of information regarding individual members. The Sub-Grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Commission, CNCS and its designated contractors. The Sub-Grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.
- 4. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of costs.

#### H. BUDGET AND PROGRAMMATIC CHANGES

- 1. **Programmatic Changes.** Sub-Grantees must first obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from CNCS may also be required.
  - a. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
  - b. Substantial changes in the level of participant supervision;
  - c. Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

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Upon notification to the Commission and the AmeriCorps Program Office, grantees may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, grantees making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps grant requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, the Commission and CNCS reserve the right to limit or deny disaster-related programmatic changes.

2. **Program Changes for Formula Programs.** The Commission is responsible for approving the above changes for state formula programs.
3. **Budgetary Changes.** The Sub-Grantee must obtain the prior written approval of the Commission and CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways;
  - a. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR part 220), A-87 (2 CFR part 225) or A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
  - b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
  - c. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by the Commission and CNCS. The total budget includes both the CNCS and grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
4. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. The CNCS Grants Officers will execute written amendments, and the Sub-Grantee should not assume approvals have been granted unless documentation from the CNCS Grants Office has been received by the Commission. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the CNCS Program Office.
5. **Exceptions for Fixed Amount Grants.** Sub-Grantees with Fixed Amount grants are not subject to the requirements in Section 3, Budgetary Changes.

I. **REPORTING REQUIREMENTS**

The subgrantee is responsible for the timely submission of periodic financial and progress reports during the budget period and a final financial report.

1. **AmeriCorps Progress Reports (APR).** Sub-Grantees shall complete and submit progress reports using the appropriate electronic system to report on progress toward achievement of its approved performance targets.

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through end of grant year

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[ ] or September 30, whichever is sooner.

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final APR 45 days after the budget period end date.

- 2. **Federal Financial Reports (FFR).** The Sub-Grantee shall complete and submit financial reports in the appropriate electronic system to report the status of all funds. The Sub-Grantee must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through September 30

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final FFR 45 days after the budget period end date.

- 3. **Reporting Other Federal Funds.** The Sub-Grantee shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subgrantees and operating sites and claimed as match. This information shall be reported annually on the financial report due in October or at the time the final financial report is submitted if the final report is submitted prior to October 15. Fixed Amount grantees are not required to report this information.
- 4. **Requests for Extensions.** Each Sub-Grantee must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports and extensions of deadlines for progress reports may only be granted by the Commission Grants Officers and Grants Management Specialist.

- 5. **Financial Reports for Fixed Amount Grants.** Fixed Amount grantees are not required to submit financial reports to the Commission, including the final financial report.

**J. GRANT PERIOD AND INCREMENTAL FUNDING**

For the purposes of the grant, a project period is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, CNCS and the Commission generally make an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a Sub-Grantee's demonstrated capacity to manage a grant and comply with grant requirements, and the availability of Congressional appropriations. CNCS and the Commission reserve the right to adjust the amount of a grant award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

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## A. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- 1. Accountability of the Sub-Grantee.** The Sub-Grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Commission and/or CNCS. The Sub-Grantee is accountable to the Commission and CNCS for its operation of the AmeriCorps Program and the use of CNCS grant funds. The Sub-Grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not shift the responsibility for operating decisions to the Commission.
- 2. Subawards.** A Sub-Grantee may make Program Sub-Grants in accordance with the requirements set forth in 45 CFR Part 2541 or 2 CFR Part 215 and 45 CFR Part 2543. The Sub-Grantee must have and implement a plan for oversight and monitoring to ensure that each Program Sub-Grantee and service site has agreed to comply, and is complying, with grant requirements. This includes oversight and monitoring to ensure that AmeriCorps members are not engaging in prohibited activities in 45 CFR § 2520.65.
- 3. Notice to Commission.** The Sub-Grantee will notify the appropriate Commission Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Sub-Grantee. The Sub-Grantee will inform the Commission about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

## B. FINANCIAL MANAGEMENT STANDARDS

- 1. General.** The Sub-Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs, or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 (2 CFR part 215) and its implementing regulations (2 CFR Part 205 and 45 CFR Part 2543), as applicable.
- 2. Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
- 3. Audits.** The Sub-Grantee shall adhere to the Audit requirements as stated in Section 12 of these terms and conditions.

## C. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.



The OIG conducts and supervises audits of CNCS grantees and sub-grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from CNCS management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps Sub-Grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Sub-Grantees should immediately contact the OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at [hotline@cncsig.gov](mailto:hotline@cncsig.gov) or by telephone at (800) 452-8210.

#### D. WHISTLEBLOWER PROTECTION

1. This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
3. The Sub-Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, or employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>.

#### E. PROGRAM INCOME

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance the grant's non-CNCS share. (See Section 21: Program Income)
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 45 CFR § 2541.250, 45 CFR § 2543.24 or 2 CFR § 215.24, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220 and be deducted from total claimed costs. Sub-Grantees that earn excess income must specify the amount of the excess in the comment box on the federal financial report (FFR).
3. **Fees for Service.** When using assistance under this grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
  - a. The service benefits a for-profit entity,
  - b. The service falls within the other prohibited activities set forth in these grant provisions, or
  - c. The service violates the non-displacement provisions of 45 U.S.C. § 12637 – Nonduplication and Displacement.

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4. **Full-Cost and Professional Corps Fixed Amount Grants.** The Sub-Grantee must notify the Commission if it earns program income in excess of the amounts needed to cover all expenditures under the grant. OneStar, along with CNCS when applicable, will determine the disposition of the excess program income.

**F. SAFETY**

The Sub-Grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

**G. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. **Public Notice of Non-discrimination.** The Sub-Grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Sub-Grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

*This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the Sub-Grantee) or*

*Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
1-800-833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (e-mail)*

The Sub-Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is **“This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.”** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Records and Compliance Information.** The Sub-Grantee must keep records and make available to the Commission and/or CNCS timely, complete and accurate compliance information to allow the Commission and/or CNCS to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to Program Sub-

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Grantees, the Program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.

- 3. Obligation to Cooperate.** The Sub-Grantee must cooperate with the Commission and/or CNCS so that the Commission and/or CNCS can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the Commission and/or CNCS during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

## H. GRANT PRODUCTS

- 1. Sharing Grant Products.** To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.
- 2. Acknowledgment of Support.** Publications created by members or grant-funded staff must be consistent with the purposes of the grant. The AmeriCorps logo shall be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

*“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under AmeriCorps Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, OneStar Foundation, CNCS or the AmeriCorps Program.”*

## I. FIXED AMOUNT AWARDS

Fixed amount grants are not subject to the Federal Cost Principles. For Education Award programs (EAP), the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time (MSYs) members specified in the award. For full-cost and Professional Corps Fixed Amount grants, the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final award amount of grant funds that the Sub-Grantee may retain is dependent upon the Sub-Grantee's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by the Commission and/or CNCS. At closeout, the Commission will calculate the final amount of the grant based on Trust documentation. The Commission will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount grants, the Sub-Grantee may request reimbursement for funds based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Annually and at closeout, the Commission will calculate the final amount of the grant for the year or entire project period (at closeout) based on the number of successful completions of terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.



## J. TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

### 1. Provisions applicable to a recipient that is a private entity.

- a. You as the Sub-Grantee and your employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
  - ii. Procure a commercial sex act during the period of time that the grant is in effect; or
  - iii. Use forced labor in the performance of the grant.
- b. CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it,
  - i. Is determined you have violated a prohibition in paragraph (a.) of this grant term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph (a.) of this grant term through conduct that is either:
    - a) Associated with performance under this grant; or
    - b) Imputed to you 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 (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.

### 2. Provisions applicable to a Sub-Grantee other than a private entity. CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it-

- a. Is determined to have violated an applicable prohibition of paragraph (1.)(a.) of this grant term; or
- b. Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph (1.)(a.)(i.) of this grant term through conduct that is –
  - i. Associated with performance under this grant; or
  - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.

### 3. Provisions applicable to any Sub-Grantee.

- a. You must inform the Commission and/or CNCS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.)(a.) of this grant term.
- b. CNCS's right to terminate unilaterally that is described in paragraph (1.) and (2.) 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 grant.



- c. You must include the requirement of paragraph (1.)(a.) of this grant term in any sub-grant you make to a private entity.

**4. Definitions.** For purposes of this grant term:

- a. "Employee" means either:
  - i. An individual employed by you or a Sub-Grantee who is engaged in the performance of the project or program under this grant; or
  - ii. Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provisions, 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.
- c. "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 non-profit organization, including any non-profit 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.
- d. "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).

**K. CENTRAL CONTRACTOR REGISTRATION (CCR) AND UNIVERSAL IDENTIFIER REQUIREMENTS**

- 1. **Requirements for Central Contractor Registration (CCR):** Unless the Sub-Grantee is exempted from this requirement under 2 CFR § 25.110, the Sub-Grantee 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.
- 2. **Requirement for Data Universal Numbering System (DUNS) Numbers:** If you make sub-awards under this award, you:
  - a. Must notify potential Program Sub-Grantee that no entity (see definition in paragraph 3 of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
  - b. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.
- 3. **Definitions.** For the purpose of this award term:

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- a. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dunn and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-706-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - 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.
- d. 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 consider a contract.
- e. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

5/1/2014  
Date

  
Wendy Spencer, Chief Executive Officer

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**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #: 58130001980  
SAP #: 800359

<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 type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	158/010	
<b>Contact Person/Title:</b>	Lisa Glass / Financial Analyst Lead	
<b>Phone Number:</b>	512-854-4594	

<b>Grant Title:</b>	Comprehensive Energy Assistance Program (CEAP)		
<b>Grant Period:</b>	From: <span style="border: 1px solid black; padding: 2px;">04/01/2014</span>	To: <span style="border: 1px solid black; padding: 2px;">09/30/2014</span>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Department of Housing and Community Affairs		
<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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 95,131.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 95,131.00
Operating:	\$ 596,729.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 596,729.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Totals:</b>	<b>\$ 691,860.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 691,860.00</b>
FTEs:	7.00	0.00	0.00	0.00	7.00

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

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

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
<b>+ - Applicable Departmental Measures</b>					
1.	Number of individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
<b>+ - Measures for the Grant</b>					
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance			2,094	
	Outcome Impact Description	Utility assistance provided by this program is used to address a household energy crisis situation or provide multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

Health and Human Services and Veterans Service is requesting Commissioners Court approval of an amendment to a Comprehensive Energy Assistance Program (CEAP) grant with the Texas Department of Housing and Community Affairs (TDHCA). This amendment will increase the grant award by \$155,221 to \$691,860. The increase is available to Travis County because TDHCA is redistributing unspent FY 2013 CEAP funds to subrecipients across the state. The department will be able to use these funds for applicable expenditures between April 1, 2014 and September 30, 2014.

PBO recommends approval of this grant amendment.

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 program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance for low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the situation may need a multiple payment term which is provided by the program guidelines. The program assists households with priority given in no particular order to elderly, persons with disabilities, households with a child 5 years of age or under, households with high energy burden and households with high energy consumption. This program funding helps in meeting the department's goal of achieving energy self-sufficiency for low-income families and individuals within Travis County.

The department utilizes funding from the CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

With this grant funding, TDHCA is redistributing the unspent CEAP funds from 2013 to the state's subrecipients to fully expend the funds as they were intended. This contract amendment 1 increases the award for this grant by \$155,221. for the contract period. All CEAP expenses that occur during this time period from April 1, 2014 through September 30, 2014 will use this funding allocation until these funds are exhausted or until the end of this contract period. With the increase of the award for this grant, the funds will be used to assist approximately 470 additional households within Travis County.

This will suspend expending from the current 2014 CEAP grant #800346 (January - December, 2014) until October 1, 2014.

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

No additional funds are required.

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

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with administrative and program services. There is no indirect cost allocation.

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.

N/A

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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.

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the two utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance issues from Travis County residents.



**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  
(512) 854-4100  
Fax (512) 854-4115

**DATE:** July 30, 2014

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

*Sherri E. Fleming*  
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

**SUBJECT:** Acceptance of 2014 Comprehensive Energy Assistance Program (CEAP) Grant  
Contract #58130001980 Amendment 1

**Proposed Motion:** Consider and take appropriate action to approve the contract #58130001980 amendment 1 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2014.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract #58130001980 amendment 1 from the Texas Department of Housing and Community Affairs. This amendment will add \$155,221 bringing the total grant award to \$691,860. TDHCA is redistributing the unspent 2013 CEAP funds throughout the state of Texas. The department, with this additional funding, should serve approximately 470 additional households with utility assistance within Travis County.

CEAP grant funds are used to respond to requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs. Priority is given to those households with elderly individuals, persons with disabilities, households with a child 5 years of age or under, households with high energy burden or energy consumption.

**Budgetary and Fiscal Impact:** We will be able to use the CEAP funds for direct services, administration, and case management services. The funds for direct services will be budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period remains 04/01/14 through 09/30/14. The grant number is 800359.

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**Background:** The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past nineteen years. The department coordinates its efforts with other community resources such as faith-based organizations and local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

In the current program period of the CEAP grants, the department assisted 2,815 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted the CEAP contract amendment 1 is electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract amendment 1.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office  
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office  
Nicki Riley, CPA, Travis County Auditor  
Cynthia Sayles, Auditor Analyst III, County Auditors Office  
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent  
Scott Worthington, Business Analyst, Purchasing Department  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Division Director, Family Support Services

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**AMENDMENT NO. 1 TO CONTRACT NUMBER 58130001980**  
**FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

This Amendment No. 1 to Comprehensive Energy Assistance Program Contract Number. 58130001980 ("First Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and Travis County, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this First Amendment to be 6/1/2014.

**RECITALS**

WHEREAS, the Department and Subrecipient, respectively, executed that Comprehensive Energy Assistance Program Contract Number. 58130001980 and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

**AGREEMENTS**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1.**

Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$691,860.00.**"

**SECTION 2.**

Exhibit B. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

**SECTION 3.**

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

**SECTION 4.**

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

**SECTION 5.**

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

**SECTION 6.**

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

**SECTION 7.**

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

**SECTION 8.**

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

**SECTION 9.**

This First Amendment shall be effective and memorializes an effective date of 6/1/2014.

WITNESS OUR HAND EFFECTIVE: 6/1/2014

**SUBRECIPIENT:**

**Travis County**  
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on \_\_\_\_\_ Date \_\_\_\_\_

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,**  
a public and official agency of the State of Texas

By:  
Title: Its duly authorized officer or representative  
Date:

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**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
 AMENDMENT NO. 1 TO CONTRACT NUMBER 58130001980  
 FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)**

**EXHIBIT B  
 BUDGET**

**Travis County,  
 a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

\$ 691,860.00 CEAP FUNDS CURRENTLY AVAILABLE  
 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

**BUDGET FOR AVAILABLE ALLOCATIONS**

BUDGET CATEGORY	FUNDS	%
Administration	\$ 43,241.00	-
Direct Services	\$ 648,619.00	-
<b>TOTAL CEAP BUDGET</b>	<b>\$ 691,860.00</b>	<b>-</b>

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 298,365.00	46.00
Utility Assistance	\$ 298,364.00	46.00
Program Services	\$ 51,890.00	8.00
<b>TOTAL DIRECT SERVICES</b>	<b>\$ 648,619.00</b>	<b>100.00</b>

Subrecipient's service area consists of the following Texas counties:

**TRAVIS**

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

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Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:

SAP #:

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input 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>	139/Travis County Adult Probation	
<b>Contact Person/Title:</b>	Christie Williams, Social Services Program Coordinator	
<b>Phone Number:</b>	512-854-3551	

<b>Grant Title:</b>	Travis County Adult Probation DWI Court		
<b>Grant Period:</b>	From: <input style="width: 100px;" type="text" value="Sep 1, 2014"/>	To: <input style="width: 100px;" type="text" value="Aug 31, 2015"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Office of the Governor- Criminal Justice 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:	\$ 242,175.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 242,175.00
Operating:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Totals:</b>	<b>\$ 242,175.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 242,175.00</b>
FTEs:	4.00	0.00	0.00	0.00	4.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1390010001	\$ 19,168.00	\$ 0.00	\$ 19,168.00	0.00	Sep 30, 2014
1390010001	\$ 38,337.00	\$ 0.00	\$ 38,337.00	0.00	Nov 30, 2014

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

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Maintain a DWI Court completion rate of 70% or higher	80%	75%	75%	75%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	56	54	50	50
Outcome Impact Description					
2.	Number of Successful Completions	33	53	48	48
Outcome Impact Description		As program is 12 months in duration, clients typically start treatment in one fiscal year and complete in another. Therefore, successful completions are often comprised of participants who started in the previous fiscal year.			
3.					
Outcome Impact Description					

**PBO Recommendation:**

PBO concurs with this Permission to Continue request for the Adult Probation DWI Court continuation grant.

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

The mission of the TCAP DWI Court is to "enhance community supervision and improve lives by facilitating rehabilitation through a collaborative process, which includes treatment, supervision and judicial involvement. We foster recovery by providing support, compassion and accountability." This mission is accomplished through collaborative partnerships. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

**Specific program goals are as follows:**

1. Participants will receive timely substance use treatment to address identified substance use needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change .
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Permission to Continue request is through the end of November 2014 to support personnel costs to continue DWI Court operations until receipt of grant award from Office of the Governor.

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

The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years.

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.

No match requirement

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 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.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

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

This is a continued program initiated in FY 2009.

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.

Pursuant to the Texas Health and Safety Code 469.006, counties with populations over 200,000 must implement and apply for state funds to implement a DWI/Drug Court. This request is to meet the mandated requirements of the law as well as to meet an identified community need.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

# ADULT PROBATION DEPARTMENT

*of Travis County*

**Central Unit**  
411 W. 13<sup>th</sup> Street,  
Suite 400  
Austin, TX 78701  
512-854-4600  
512-854-4606 Fax

**North Unit**  
10409 Burnet Rd  
Austin, TX 78758  
512-854-9775  
512-854-4533 Fax

**Mental Health Unit**  
4920 IH 35 North  
Suite 110  
Austin, TX 78751  
512-854-1800  
512-854-4612 Fax

**South Unit**  
4011 McKinney Falls Pkwy  
Suite 1300  
Austin, TX 78744  
512-854-CSCD (2723)  
512-854-4612 Fax

**SMART**  
3404 S FM 973  
Del Valle, TX  
78617  
512-854-3150  
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Charles R. Robinson, Director

Rosie Ramón-Durán, Assistant Director

## MEMORANDUM

TO: Commissioner's Court

FROM: Christie Williams  
Social Services Program Coordinator

DATE: August 4, 2014

SUBJECT: Permission to Continue- Office of the Governor DWI Court Grant

This memo is to request permission to continue operations for the Travis County Adult Probation DWI Court until receipt of the grant award from the Office of the Governor. Traditionally, grant awards are received from the Office of the Governor during the months of September or October.

We are requesting that the personnel costs associated with the grant (4 FTEs) be covered through the end of November 2014. This would allow ample time for receipt of a grant award. Further details are provided in the attached Grant Summary Sheet.

Thank you in advance for your consideration.

cc: Charles Robinson  
Rosie Ramón-Durán  
Robert Klepac