

**INTERLOCAL AGREEMENT BETWEEN  
EL PASO COUNTY ON BEHALF OF THE  
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT  
AND  
THE UNIVERSITY OF TEXAS AT EL PASO  
TO PROVIDE BORDER GANG ASSESSMENTS AND  
GRANT MANAGEMENT SERVICES  
UNDER GRANT #CG-10-J120-23211-01  
OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION**

THIS AGREEMENT is made by and between the COUNTY OF EL PASO, (hereinafter referred to as "County"), on behalf of the El Paso Juvenile Probation Department, (hereinafter referred to as "JPD") and the UNIVERSITY OF TEXAS AT EL PASO, (hereinafter referred to as "UTEP") a component of the University of Texas system located in El Paso, Texas, under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. This Interlocal Agreement is made under the award from the Office of the Governor, Criminal Justice Division Grant #CG-10-J120-23211-01, dated June 15, 2010 (hereinafter "Grant"), attached here as Appendix A.

**RECITALS**

WHEREAS, UTEP and the County are each local governments as defined in Texas Government Code, Section 791.003(4) and have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County, on behalf of JPD, has received grant funding for fiscal year 2010-2011 in the amount of \$1,183,211 from the Office of the Governor, Criminal Justice Division to enhance the services for its Serious Habitual Offenders Comprehensive Action Program ("SHOCAP"); and

WHEREAS, in support of JPD's SHOCAP services under the Grant, UTEP will utilize grant funding to develop procedures and data collection practices for a community gang assessment in El Paso. In addition, UTEP will utilize grant funding to develop an outcome evaluation at the conclusion of the grant period that will be based on grant reporting measures and programmatic performance measures; and

WHEREAS, the County and UTEP recognize that a consolidated effort in the coordination of SHOCAP services to meet the needs of juveniles will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

WHEREAS, the County and UTEP specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

WHEREAS, payments can only be made as allowable under the terms of the Grant agreement; and

WHEREAS, the County and UTEP each agree to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations.

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

**A. PURPOSE OF AGREEMENT.**

The purpose of this Agreement is to allow the County and UTEP to fully implement the purposes for which the County obtained grant funding from the Office of the Governor, Criminal Justice Division by establishing specific terms and conditions whereby UTEP shall provide to the County:

1. A comprehensive border gang assessment to identify the most serious and prevalent gang, related problems within the El Paso community,
2. A strategic planning initiative to outline project goals and align objectives among partnering agencies in order to comply with the Grant requirements, and
3. A system of grant management services to ensure fidelity to the Grant requirements.

**B. DUTIES OF COUNTY**

1. The County shall implement the Grant as required by the Grant Application and Administrative Guide.
2. The County shall be responsible for the dissemination of Grant funds to UTEP for the activities described in Section C of this Agreement.
3. The County shall pay to UTEP Grant funds awarded for the services described in Section C of this Agreement in an amount not to exceed sixty thousand and No/100 dollars (\$60,000.00).

**C. DUTIES OF UTEP**

1. UTEP will conduct a comprehensive gang assessment to identify the most serious and prevalent gang-related problems within the El Paso community. To do so, UTEP will assemble a team, comprised of graduate students and research assistants, to initiate and oversee the data collection process. The team will collect and interpret gang related data on a range of indicators in multiple domains and prepare an assessment report. The Gang Assessment Report will incorporate elements from the Office of Juvenile Justice and Delinquency Prevention (OJJDP), law enforcement data, community demographic data, student/school data, community perceptions data, and community resources data (community resource inventory).

2. UTEP will conduct strategic planning to outline project goals and align objectives among partnering agencies in order to comply with the Grant requirements. To do so, UTEP will establish a baseline of activities among partnering agencies to determine what is already being done to fulfill the recommended five core strategies as outlined by OJJDP's Comprehensive Gang Model. In addition, UTEP will identify and prioritize areas not fulfilling the five core strategies and identify resources available to partnering agencies and establish a consensual goal for the project. Lastly, UTEP will establish measurable (S.M.A.R.T.) objectives. A comprehensive strategic plan outlining the objectives and performance measures from each of the Grant recipients will be completed by UTEP by January 10, 2011.
  
3. UTEP will provide grant management services to ensure fidelity to the grant requirements by creating a programmatic reporting format in order to collect performance measures from partnering agencies, coordinating programmatic reporting with fiscal reporting, preparing quarterly programmatic reports for the State and local stakeholders according to the Grant requirements, and creating a project summary upon completion of the Grant period (August 31, 2011). UTEP will also produce a final project summary detailing the project.
  
4. Azuri Ruiz, Director, Center for Civic Engagement, UTEP or her successor shall oversee the above duties.

**E. TERM AND TERMINATION; NOTICE.**

1. This Agreement shall be effective as of March 1, 2010, regardless of the date of execution by all parties and shall remain in effect until the expiration of the Grant period, unless otherwise agreed to by the parties.
  
2. Any party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice thereof is sent to the other party at the addresses provided below.
  
3. Either party may terminate this Agreement upon thirty (30) days written notice. Notice must be sent via certified return receipt requested to the following parties:

To the County:	Anthony Cobos, County Judge El Paso County Courthouse 500 E. San Antonio, Room 301 El Paso, Texas 79901
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With a copy to JPD:	Roger Martinez, Chief Juvenile Probation Officer 6400 Delta Drive El Paso, Texas 79905
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To UTEP: Azuri Ruiz  
Director  
Center for Civic Engagement, UTEP  
Benedict Hall Rm. 101  
El Paso, Texas 79902

With a copy to: Roberto Osegueda  
Vice-President for Research  
Admin. Bldg. Room 209  
El Paso, Texas 79902

**F. COMPENSATION AND PAYMENT PROCESS**

1. As consideration for the performance by UTEP of its duties under this Agreement, the County agrees to pay UTEP from current revenues available under the Grant in an amount not to exceed sixty thousand and No/100 dollars (\$60,000.00). This Agreement does not obligate the County to pay any money to UTEP other than for the services described in this Agreement.
2. UTEP shall submit to JPD invoices bearing UTEP's letterhead. Invoices and supporting documentation must be submitted no later than fifteen (15) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where a UTEP representative can be reached during normal business hours. UTEP's invoice must indicate an invoice number and contract number KK-10-310.
3. UTEP shall send invoices to JPD. JPD will verify the services performed by UTEP. If approved, JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check to UTEP. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless UTEP has expended the total amount of the allocated consideration pursuant to this Agreement. In the event that the County receives an invoice which when added to previous payments made pursuant to this Agreement results in a cumulative total that exceeds the County's total allotted consideration pursuant to this Agreement or the Grant, then the County shall not be obligated to pay the invoice in full, but shall only pay that portion of the invoice that when added to UTEP's previous payments, equals the County's total obligation pursuant to this Agreement. All invoices and records of services rendered pursuant to this Agreement shall be made available for inspection upon request by the County.
4. This Agreement is conditional upon, subject to and contingent upon receipt of adequate State funding to meet the liabilities of this Agreement. UTEP shall have no cause of action against JPD in the event JPD is unable to perform its obligations

pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Grant funding to JPD.

**F. GENERAL TERMS AND CONDITIONS**

5. HIPAA. All parties will observe established Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) compliant policies on access to and use of client data.
6. Allowability of Costs. Except as specifically modified by law, the County and UTEP shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
7. Annual Audit and Retention and Accessibility of Records.
  - a) UTEP shall provide an annual audit of its financial condition pursuant to any audit requirements of the County or required by the Grant.
  - b) The County shall provide UTEP, and UTEP shall provide the County, with access to original records and supporting documentation for all expenditures of funds under this Agreement in a manner which conforms to legal requirements for the expenditure of funds under the Grant. The Parties may retain copies of such records, supplied by County, and any supporting documentation, for the greater of three years from close-out of this Agreement or the period required by other applicable laws and regulations as described in the Regulations.
  - c) The County and UTEP shall give the State of Texas, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files and other papers, or property belonging to or in use by the County pertaining to this Agreement or the Grant for a period of up to three years after final payment to the County or longer if otherwise required by law.
8. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The parties to this Agreement, as governmental entities under the law of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict either party's sovereign or governmental immunity to suit or damages. The parties further recognize that each is engaged exclusively in the provision of governmental services in each party's participation in this Agreement.
9. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. Each Party to this Agreement will be responsible for its own actions

in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party or Parties.

10. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
11. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Certification. Each party warrants that it is certified, approved, licensed by all Federal, State or local regulatory agencies or departments in compliance with all applicable regulatory agency or department policies, procedures, and administrative rules to regulate any activity performed by them. Current proof of such certification, approval, license registration or any other required regulatory permit shall be provided to the other party upon request.
13. Limited English Proficiency. All parties shall take reasonable steps to ensure that persons of limited English proficiency have meaningful access to services.
14. Public Information Act. If any party receives a Public Information Act request related to this Grant award the party must immediately notify the remaining parties and notify and provide a copy to the Office of the Governor, Criminal Justice Division of the Public Information Act request.
15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this agreement.

**THE COUNTY OF EL PASO**

**Attest:**

\_\_\_\_\_  
Hon. Anthony Cobos County Clerk  
County Judge

\_\_\_\_\_  
County Clerk

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

Approved As To Form for County

\_\_\_\_\_  
Asst. County Attorney

**THE UNIVERSITY OF TEXAS AT EL PASO**

By \_\_\_\_\_  
Roberto Osegueda, Ph.D.  
Vice-President for Research  
(signor must have legal authority to bind UTEP)

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

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Roger Martinez  
JPD Chief Juvenile Probation Officer

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

Agency Name: El Paso County  
 Project Title: SHOCAP Enhancement Project

Grant/App: 2321101  
 Status: Pending AO Acceptance of Award

Start Date: 3/1/2010  
 End Date: 8/31/2011

12:33 PM

Eligibility Profile Narrative Activities Measures Budget Documents Accept.Award Summary My.Mail My.Home

General Information and Instructions

**Introduction**

Congratulations on your award! To activate your agency's grant, the Authorized Official must click the 'Accept' button below. Be sure to review the information about your grant located on the 'Summary' tab for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants homepage to include helpful resources, links, and tools needed to properly administer OOG grants including an eGrants Users Guide.

The acceptance process is complete once all post-award conditions, if any are indicated in the table below, are resolved and when the Authorized Official clicks on the 'Accept' button to activate the grant award. The Authorized Official must accept the grant award within 45 days from the date of the grant award notice. If you do not accept the terms and conditions of the grant award, you may click on the 'Decline' button. The grant officials listed on the grant application will receive an email notice from OOG when the Authorized Official accepts or declines the grant award. If you do not receive this message, please contact [eGrants Help Desk](#).

**Certification and Assurances**

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies.

The **Comprehensive Certifications and Assurances** document describing these statutes, requirements, etc. is available [here](#) for your convenience. The applicant certifies compliance by clicking on the 'Accept' button and submitting the grant acceptance to OOG.

**Statement of Grant Award (SGA) Summary**

The Statement of Grant Award (SOGA) is your official notice of award from the Office of the Governor (OOG). The approved budget is reflected in the Budget/Details tab for this record in eGrants. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant period and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following 'Post Award Conditions of Funding and Other Fund-Specific Requirements'.

<b>Grant Number:</b>	CG-10-020-23211 01	<b>Award Amount:</b>	\$1,872,111.00
<b>Date Awarded:</b>	June 15, 2010	<b>Grantee Cash Match:</b>	\$0.00
<b>Program Fund:</b>	CG-00-505 Operator and Chauffeurs Funding-Gangas	<b>Grantee In Kind Match:</b>	\$0.00
<b>Grantee Name:</b>	El Paso County	<b>Total Project Cost:</b>	\$1,872,111.00
<b>Project Title:</b>	SHOCAP Enhancement Project		
<b>Grant Period:</b>	03/01/2010 08/31/2011		
<b>Liquidation Date:</b>	03/29/2013		

[Preview Grant Award Packet](#)

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name
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List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
<p>Other Condition of Funding. Other Condition of Funding. Overtime Eligibility: 1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. 2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave. 3) On-call hours should not be included in physical hours worked or as eligible hours for overtime. 4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed. 5) Time should be recorded to the nearest quarter hour. 6) Grantee records must include a clear calculation in how the overtime was computed. 7) Overtime payments issued outside this policy are the responsibility of the grantee agency.</p>	4/21/2010			





State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

June 15, 2010

The Honorable Anthony Cobos  
County Judge  
PREVIEW - El Paso County - PREVIEW -  
6400 Delta Drive  
El Paso, Texas 79905

Dear Judge Cobos:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
STATEMENT OF GRANT AWARD

**Grant Number:** CG-10-J20-23211-01  
**Program Fund:** CG-00.505 Operator and Chauffeurs Funding-Gangs  
**Grantee Name:** PREVIEW - El Paso County - PREVIEW -  
**Project Title:** SHOCAP Enhancement Project  
**Grant Period:** 03/01/2010 - 08/31/2011  
**Liquidation Date:** 11/29/2011  
**Date Awarded:** June 15, 2010  
**CJD Grant Manager:** Lance White

<b>CJD Award Amount:</b>	\$1,183,211.00
<b>Grantee Cash Match:</b>	\$0.00
<b>Grantee In Kind Match:</b>	\$0.00
<b>Total Project Cost:</b>	\$1,183,211.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

- 1) Other Condition of Funding. Other Condition of Funding. Overtime Eligibility: 1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. 2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave. 3) On-call hours should not be included in physical hours worked or as eligible hours for overtime. 4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed. 5) Time should be recorded to the nearest quarter hour. 6) Grantee records must include a clear calculation in how the overtime was computed. 7) Overtime payments issued outside this policy are the responsibility of the grantee agency.



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** June 15, 2010

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://:cidonline.governor.state.tx.us>:

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

**Generated Program Income** – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established 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.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

**OneStar Foundation Registration and Organization Profile for Nonprofit Corporations** - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
- and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.



## **COUNTY LEGAL REVIEW FORM**

KK-10-310

Contract Description: Interlocal Agreement between El Paso County on behalf of the El Paso County Juvenile Probation Department to provide border gang assessments and grant management services under Grant #CG-10-J120-23211-01, Office of the Governor, Criminal Justice Division.

### **COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted  
 Approved as to Form with Amendments/Modifications/Reservations  
Noted Below\*  
 Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

### **Christina Sanchez Assistant County Attorney**

Christina R. Sanchez  
Assistant County Attorney

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