

**INTERLOCAL AGREEMENT BETWEEN  
EL PASO COUNTY ON BEHALF OF THE  
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT  
AND  
THE EL PASO INDEPENDENT SCHOOL DISTRICT  
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 El Paso Independent School District, (hereinafter referred to as "EPISD") and the El Paso Independent School District Police Department, (hereinafter referred to as EPISD PD) 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 Number CG-10-J120-23211-01, dated June 15, 2010 (hereinafter "Grant"), attached here as **Exhibit A**.

**RECITALS**

WHEREAS, EPISD 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, EPISD and EPISD PD will utilize grant funding to assist EPISD students referred by JPD to avoid further delinquent behavior and use of violence to solve problems through prevention and intervention programs; and

WHEREAS, the County and EPISD 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 EPISD 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 EPISD 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, EPISD and the EPISD PD 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 EPISD and the EPISD PD shall provide to the County services to avoid further delinquent behavior and violence by JPD referred juveniles via a prevention and intervention program.

**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 EPISD for the services described in Section D of this Agreement.
3. The County shall pay to EPISD Grant funds awarded for the services described in Section D of this Agreement in an amount not to exceed \$203,172.00.

**C. DUTIES OF JPD**

1. JPD shall send juvenile referrals to EPISD for participation in its G.A.I.N. program on an ongoing basis throughout the Grant period.

**D. DUTIES OF EPISD AND EPISD PD**

1. EPISD shall implement and conduct its Gang Avoidance Initiative Now (G.A.I.N.) Curriculum, a program that offers a low student-instructor ratio to foster relationship building and is geared towards students who may be involved in gang activity, to teach JPD referred juveniles problem solving and relationship building skills as well as how to leave a gang behind.
2. EPISD's G.A.I.N. program shall comprise of a team made up of six (6) EPISD PD officers, two (2) EPISD PD Officer Supervisors, two (2) Student Outreach Specialists.
3. EPISD shall implement its G.A.I.N. Curriculum at the Delta Academy, located at 6400 Delta Drive; El Paso, Texas 79901 (**See Exhibit B for copy of G.A.I.N. Curriculum**).

4. EPISD shall meet with JPD staff to review procedures, the referral process, and discuss any concerns with the incoming class. Lessons and specific components of the G.A.I.N. program will be reviewed in order to decide facilitation responsibilities.
5. EPISD may compile and analyze exit interview data (**Exhibit C**) to assess information from a qualitative standpoint. Quantitative data will be assessed in terms of the tendency of participants to remain in school longer than similar students who are not participants in the G.A.I.N. program. EPISD shall provide JPD a copy of all gathered data and reports at the end of project period.
6. EPISD shall be responsible for collecting the data necessary to comply with the Texas A&M six (6) month and yearly progress report (**Exhibit D**).
7. EPISD shall maintain a time and activity report for all personnel receiving grant funds for all overtime worked performed. Time shall be recorded to the nearest quarter hour. EPISD shall indicate a clear calculation in how the overtime was computed and shall provide the County a copy of such reports in its supporting documentation to the County in its invoices pursuant to Paragraph G. EPISD acknowledges that it has read, understands, and agrees to adhere to the Grant's overtime policy as outlined in Exhibit A, Grant Award.
8. EPISD shall ensure that within fifteen (15 days) of execution of this Agreement all of its paid, unpaid personnel and any new employees, hereafter, who are required or allowed to provide services pursuant to this Agreement have submitted to a fingerprint and background check. EPISD shall submit to JPD a letter verifying that all individuals performing services under this Agreement have submitted to a current fingerprint and background check within the past year of the Grant award.
9. EPISD PD shall accept referrals from JPD on an on-going basis throughout the Grant period. Referrals may include juveniles that are at risk of gang involvement or possible gang involvement. Referrals will be targeted, but not limited to, the Andress High School Feeder Pattern (this includes Andress High School, Charles Middle School, Richardson Middle School, Terrace Hills Middle School, Barron Elementary School, Collins Elementary School, Fannin Elementary School, Newman Elementary School, Nixon Elementary School and Tom Lea Elementary School).
10. EPISD PD shall accept juvenile referrals (EPISD students only) from JPD's DP Program; however, juveniles continued participation in the G.A.I.N. program is subject to change based on family participation, compliance with project simulated classroom rules and requirements, and completion of all assignments and sessions. Court ordered participants to the G.A.I.N. program shall be accepted by EPISD.
11. EPISD PD shall ensure that no more than four (4) students will be assigned to one uniformed officer.

12. EPISD PD may conduct random home visits with juvenile participants to monitor compliance with the G.A.I.N. program.
13. EPISD shall maintain a time and activity report for all personnel receiving grant funds for all overtime worked performed. Time shall be recorded to the nearest quarter hour. EPISD shall indicate a clear calculation in how the overtime was computed and shall provide the County a copy of such reports in its supporting documentation to the County in its invoices pursuant to Paragraph G. EPISD acknowledges that it has read, understands, and agrees to adhere to the Grant's overtime policy as outlined in Exhibit A, Grant Award.
14. EPISD shall provide two employees from its Alpha Initiative to provide assistance to EPISD PD in gang education and prevention. EPISD PD in conjunction with the two employees and a team of up to eleven (11) Student Outreach Specialists from the Alpha Initiative will provide a coordinated gang intervention response program that will utilize effective, practice tested methods of managing gang issues (See **Exhibit E** for Alpha Initiative Program Components). Employees will be paid using Grant funds.
15. EPISD shall make arrangements, in consultation and by mutual agreement with JPD, to coordinate site locations to conduct its G.A.I.N. curriculum.
16. William Araiza, Chief of Police EPISD, or his successor shall oversee compliance with 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 EPISD:

Mark Mendoza  
6531 Boeing Drive  
El Paso, Texas 79925

Karen Taylor  
District Grants Manager  
6531 Boeing Drive  
El Paso, TX 79925

William Araiza  
Chief of E.P.I.S.D. Police Services  
6531 Boeing Drive  
El Paso, TX 79925

**F. COMPENSATION AND PAYMENT PROCESS**

1. As consideration for the performance by EPISD of its duties under this Agreement, the County agrees to pay EPISD from current revenues available under the Grant in an amount not to exceed \$203,172.00. This Agreement does not obligate the County to pay any money to EPISD other than for the services described in this Agreement.
2. EPISD shall submit to JPD invoices bearing EPISD's letterhead. Invoices and supporting documentation must be submitted no later than ten (10) 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 EPISD representative can be reached during normal business hours. EPISD's invoice must indicate an invoice number and contract number KK-10-313.
  - a. EPISD shall send invoices to JPD. JPD will verify the services performed by EPISD. 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 EPISD. The County shall make payments thirty (30) days after receipt of invoice by County, unless the County contests the invoice or unless EPISD 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 EPISD'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.
  - b. This Agreement is conditional upon, subject to and contingent upon receipt of adequate State funding to meet the liabilities of this Agreement. EPISD 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.

**G. GENERAL TERMS AND CONDITIONS**

1. 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.
2. Allowability of Costs. Except as specifically modified by law, the County and EPISD shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement and the Grant.
3. Annual Audit and Retention and Accessibility of Records.
  - a. EPISD shall provide an annual audit of its financial condition pursuant to any audit requirements reasonably required by the County or required by the Grant.
  - b. The County shall provide EPISD, and EPISD 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 EPISD 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.
4. 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.
5. 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.

6. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.
7. 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.
8. 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.
9. Limited English Proficiency. All parties shall take reasonable steps to ensure that persons of limited English proficiency have meaningful access to services.
10. 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.
11. 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

Approved As To Form for County

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

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

**EL PASO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Dr. Lorenzo Garcia  
E.P.I.S.D. Superintendent

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

**APPROVED AS TO CONTENT:**

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

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



**COUNTY LEGAL REVIEW FORM**

KK-10-313

Contract Description: Interlocal Agreement between El Paso County, on behalf of JPD, and E.P.I.S.D. to provide SHOCAP services

**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**

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://cjidonline.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.

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- (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.
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- 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.
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- 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.

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		

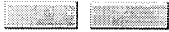
[Preview Grant Award Packet](#)

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.



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- 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.

## **EXHIBIT B**

### **G.A.I.N. CURRICULUM**

G.A.I.N. offers a low student-instructor ratio to foster relationship building and is geared towards students who may be involved in gang activity. Lessons help illustrate the consequences of continued gang-related behavior and the benefits of dropping out of a gang. Youth will learn problem-solving and relationship-building skills as well as how to leave a gang behind. The G.A.I.N. team will be made up of six EPISD officers, two Officer Supervisors, two Student Outreach Specialists and various community speakers as coordinated by the EPISD staff.

Lessons, as indicated in the G.A.I.N. curriculum will be held at the Delta Academy every other Saturday. Topics include:

1. Getting off to a good start – Indication of rules and expectations, discussion of curriculum and program
2. Second chances – Provide students with new role models (i.e. reformed gang members and uniformed officers)
3. Drugs, alcohol, and violence – Discussion of gateway drugs and rationale for use
4. Juvenile law and drugs – Provide current data of juvenile law as it relates to drugs and applying it to real life situations
5. Juvenile law and bodily injury – Provide current data of juvenile law and gang membership as it relates to bodily injury; description of physical and legal consequences of being in a gang
6. Conflict resolution – Discussion and explanation of anger management and conflict resolution skills (i.e. “saving face” without conflict, physical and emotional escalation)
7. Family and peers – Discussion of how needs are met through social groups, definition of “Family”
8. Getting out – Identification of strategies for avoiding and exiting a gang; use of guest speakers
9. Developing a life plan- Creation of a growth oriented plan and discussion of community resources through local agencies and vocational services



7. Listed are the topics that you learned about in the program. Please rate their usefulness to your needs.

	<u>Not Useful</u>	<u>Somewhat Useful</u>			<u>Very Useful</u>
Getting off to a good start	1	2	3	4	5
Juvenile law (drugs)	1	2	3	4	5
Juvenile law (bodily injury)	1	2	3	4	5
Drugs, alcohol and violence	1	2	3	4	5
Conflict resolution	1	2	3	4	5
Family/Peers	1	2	3	4	5
Getting out	1	2	3	4	5
OVERALL EVALUATION OF THE PROGRAM	1	2	3	4	5

8. Any suggestions for other topics that could be discussed in the future?

9. Having completed this program, comment on how it may affect your attitude and behavior regarding gangs.

10. Would you be interested in participating in a support group?

11. Would you be interested in participating in the in-school mentoring program?

Comments:

# FINAL REPORT

EXHIBIT D

## Juvenile Programs Progress Report (146)

For assistance completing the reporting requirements, please contact the staff at PPRI.

PPRI • Texas A&M University • 4476 TAMU • College Station, TX 77843  
 Phone: (979) 845-8800 • Fax: (979) 458-4179 • Email: cjd@ppri.tamu.edu

**If reports are not submitted on time, grant funds will be placed on hold.**

Grantee Information
Grant Number: 2321101
Grantee/Agency Name: El Paso County
Project Title: SHOCAP Enhancement Project
Reporting Date: Thursday, November 04, 2010

SECTION I. PROGRAM INFORMATION (279)
CURRENT REPORTING PERIOD at Six Months is the entire first six months of the grant contract. For Year End, the current reporting period is the entire grant contract, typically a twelve month period. For Year End reports, include data that was already reported at six months.

**A. Demographics - Indicate the total number of school-aged juveniles served in each of the following groups:**

	Number of Juveniles
Total unduplicated number of juveniles SERVED SINCE YOUR GRANT BEGAN. <i>(This should be an <b>UNDUPLICATED</b> count. If your program has received funding from CJD for five years or more, only report the total number of juveniles served in the <b>PAST FIVE YEARS.</b>)</i>	0
Total number of juveniles DURING THE CURRENT REPORTING PERIOD. <b>CURRENT REPORTING PERIOD is the first six months of the grant for Six Month Reports and the entire twelve months of the grant for Year End Progress Reports</b> <i>The sum of #2 and #3 must equal this number The sum of #4 through #9 must equal this number The sum of #10 through #16 must equal this number The sum of #17 and #18 must equal this number</i>	0

**REPORT THE FOLLOWING FOR THE CURRENT REPORTING PERIOD ONLY.**

**Gender**

		Number of Juveniles
2.	Males	0
3.	Females	0
	<b>Total</b>	

**Ethnicity**

		Number of Juveniles
4.	White	0
5.	African American	0
6.	Hispanic	0



7.	Asian	0
8.	Native American	0
9.	Other	0
	<b>Total</b>	

**Age**

		Number of Juveniles
10.	0 - 4 years	0
11.	5 - 9 years	0
12.	10 - 12 years	0
13.	13 - 15 years	0
14.	16 years	0
15.	17 - 18 years	0
16.	19 years or older ( In juvenile programs only)	0
	<b>Total</b>	

**School Status**

		Number of Juveniles
17.	Total Number of Juveniles <b>NOT IN SCHOOL</b> (e.g., dropped out, suspended, incarcerated)	0
18.	Total Number of Juveniles <b>IN SCHOOL</b> (i.e., in public, private, or home school) <i>The sum of #19 through #22 must equal this number.</i> <i>The sum of #23 through #25 must equal this number.</i>	0
19.	Public school	0
20.	Private school / Home school	0
21.	Alternative Education Program (AEP)	0
22.	Juvenile Justice AEP	0
	<b>Total</b>	

**Grade Level**

		Number of Juveniles
23.	Pre-K - 5th	0
24.	6th - 8th	0
25.	9th - 12th	0
	<b>Total</b>	

**Income Level, Language, and Disability**

		Number of Juveniles
26.	Below federal poverty level (i.e., qualify for free/reduced lunch)	0
27.	Known mental or physical disability	0



28. Non-English speaking/Limited English proficiency

Program Participation -- Answer #29, #30 and #31 OR Select "True" on #32

	Number of Juveniles
29. Currently participating in program activities	<input type="text" value="0"/>
30. Not currently participating; completed the program in past year	<input type="text" value="0"/>
31. Withdrew prior to completion of service or program	<input type="text" value="0"/>

OR

	Number of Juveniles
32. Participants do not ever formally complete grant services	<input type="text" value="False"/>

B. OTHER GROUPS SERVED -- Indicate the total number of persons in each of the following groups who have benefited from grant services:

	During current reporting period only
33. Parents/family members (ages 19 and older) <b>DO NOT</b> include 19 year olds counted in question #16.	<input type="text" value="0"/>
34. Law enforcement officials (e.g., district attorneys, probation, etc.)	<input type="text" value="0"/>
35. Teachers/school personnel	<input type="text" value="0"/>
36. Other community members ( <b>DO NOT</b> include children under age 5; Count juveniles under 5 in question #10.)	<input type="text" value="0"/>
<b>Total</b>	

**SECTION II. SERVICES/ACTIVITIES CONDUCTED (280)**

List the PRIMARY ACTIVITIES conducted in the past twelve months of the grant contract period. List activities in order from most to least time/resource intensive. Do not list the names of specific programs; rather, highlight the services provided through each funded program.

Limit responses to 255 characters or less per item.

Add activity

Remove the last activity

Use the arrow buttons to move activity up or down in the order of most to least time/resource intensive.

[OPTIONAL] In the space below, provide any additional information you think CJD should have about your grant. You may describe your work, new goals, achievements, individual success stories, or other information you believe is worth note.

**IMPORTANT:** If you need to report problems or technical assistance needs, be sure to state those clearly in Section III of this report.

Limit responses to 3500 characters or less.



**SECTION III. OBSTACLES ENCOUNTERED (281)**

39. Briefly explain any problems that have delayed the start of the program, caused program goals to be unmet, or activities to be postponed.

Limit responses to 3500 characters or less.

**SECTION IV. MINORITIES AND THE JUVENILE JUSTICE SYSTEM**

40. As a condition of federal funding, all juvenile justice projects must address the disproportionate numbers of racial and ethnic minorities in the juvenile justice system. Projects may do this in a wide variety of ways such as early prevention programs or diversion of youths from the juvenile justice system in appropriate cases. Please categorize how your project deals with this issue by selecting as many choices as necessary from the following list. If needed, provide a description of the unique strategy that your project used.

Strategy	<input type="checkbox"/>
Program intentionally targets minority juveniles.	<input type="checkbox"/>
Program intentionally targets extremely high-risk minority youth (i.e. who have committed offenses or shown evidence of pre-delinquent behavior).	<input type="checkbox"/>
Program builds resistance skills for minority youth.	<input type="checkbox"/>
Cultural awareness is explicitly incorporated into program training or activities.	<input type="checkbox"/>
Program diverts youth from the juvenile justice system.	<input type="checkbox"/>
Program provides family supports for preventing delinquency.	<input type="checkbox"/>
Program trains adult service providers to work more effectively with minority juveniles and/or to collaborate more effectively in delinquency prevention.	<input type="checkbox"/>
Program involves collaboration with the legal system (e.g., law enforcement, juvenile probation, courts).	<input type="checkbox"/>
Other (please describe below)	<input type="checkbox"/>

If other, please specify below:

Limit responses to 3500 characters or less.

**SECTION V. PROJECT OBJECTIVES, TARGETS, & ACCOMPLISHMENTS (465)**

Space is provided below for you to describe your project's key OBJECTIVES, TARGETS, and ACCOMPLISHMENTS related to each. The objectives and targets shown below should match the information submitted in your CJD grant application and cannot be edited on this form. You must respond with current data for each item. Please contact PPR1 if this information is incorrect.

1. Objective: \_\_\_\_\_ Type: \_\_\_\_\_ Application Data: Target Data: Actual Data: Notes (opt)



# PERFORMANCE MEASURES REPORT

EXHIBIT D

Year End - JA, JT, ED, SF Programs (213)

For assistance completing the reporting requirements, please contact the staff at PPRI.

PPRI • Texas A&M University • 4476 TAMU • College Station, TX 77843  
 Phone: (979) 845-8800 • Fax: (979) 458-4179 • Email: cjd@ppri.tamu.edu

**If reports are not submitted on time, grant funds will be placed on hold.**

Grantee Information
<b>Grant Number:</b> 2321101 <b>Grantee/Agency Name:</b> El Paso County <b>Project Title:</b> SHOCAP Enhancement Project <b>Reporting Date:</b> Thursday, November 04, 2010

Program Information
---------------------

**Grant Program Target Population** - Please check the appropriate boxes to indicate the population served by this grant program.  
 1. The population actually served during the reporting period.  
 2. The population (IF ANY) to which the program offers targeted services.

Targeted services include any services or approaches specifically designed to meet the needs of the population (such as gender specific, culturally based, or developmentally appropriate services).

Race/Ethnicity	1. Did you serve this group during the reporting period?	2. Did this Subgrant provide targeted services for any of the following groups?
American Indian/Alaskan Native	<input type="checkbox"/>	<input type="checkbox"/>
Asian	<input type="checkbox"/>	<input type="checkbox"/>
Black/African American	<input type="checkbox"/>	<input type="checkbox"/>
Hispanic or Latino (of any race)	<input type="checkbox"/>	<input type="checkbox"/>
Native Hawaiian and Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>
Other Race	<input type="checkbox"/>	<input type="checkbox"/>
White/Caucasian	<input type="checkbox"/>	<input type="checkbox"/>
Youth population not served directly	<input type="checkbox"/>	<input type="checkbox"/>

Justice Involvement	1. Did you serve this group during the reporting period?	2. Did this Subgrant provide targeted services for any of the following groups?
At-Risk Population (no prior offense)	<input type="checkbox"/>	<input type="checkbox"/>
First Time Offenders	<input type="checkbox"/>	<input type="checkbox"/>
Repeat Offenders	<input type="checkbox"/>	<input type="checkbox"/>
Sex Offenders	<input type="checkbox"/>	<input type="checkbox"/>
Status Offenders	<input type="checkbox"/>	<input type="checkbox"/>
Violent Offenders	<input type="checkbox"/>	<input type="checkbox"/>
Youth population not served directly	<input type="checkbox"/>	<input type="checkbox"/>



Gender		
Male	<input type="checkbox"/>	<input type="checkbox"/>
Female	<input type="checkbox"/>	<input type="checkbox"/>
Youth population not served directly	<input type="checkbox"/>	<input type="checkbox"/>

Age		
0-3	<input type="checkbox"/>	<input type="checkbox"/>
4-5	<input type="checkbox"/>	<input type="checkbox"/>
6-7	<input type="checkbox"/>	<input type="checkbox"/>
8-9	<input type="checkbox"/>	<input type="checkbox"/>
10-11	<input type="checkbox"/>	<input type="checkbox"/>
Under 11	<input type="checkbox"/>	<input type="checkbox"/>
12-13	<input type="checkbox"/>	<input type="checkbox"/>
14-15	<input type="checkbox"/>	<input type="checkbox"/>
16-17	<input type="checkbox"/>	<input type="checkbox"/>
18 and over	<input type="checkbox"/>	<input type="checkbox"/>
Youth population not served directly	<input type="checkbox"/>	<input type="checkbox"/>

Geography		
Rural	<input type="checkbox"/>	<input type="checkbox"/>
Suburban	<input type="checkbox"/>	<input type="checkbox"/>
Tribal	<input type="checkbox"/>	<input type="checkbox"/>
Urban	<input type="checkbox"/>	<input type="checkbox"/>
Youth population not served directly	<input type="checkbox"/>	<input type="checkbox"/>

Other		
Mental Health	<input type="checkbox"/>	<input type="checkbox"/>
Pregnant	<input type="checkbox"/>	<input type="checkbox"/>
Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>
Truant/Dropout	<input type="checkbox"/>	<input type="checkbox"/>

**Use of best practice model.** Report whether the program implemented a best practice model. Best practice models include program models that have been shown, through rigorous evaluation and replication, to achieve target outcomes. Indicate the source and title of the model you are using. The document "Best Practice Models" has been provided for your use in determining whether your program is a best practice model.

Source of Model


Model Name

**Implementing Agency** The agency implementing the grant program (may be different than the agency receiving the grant).

Name of Agency

**Type of Agency**

Juvenile Justice

Non profit community-based organization



- Other community-based organization  
 Police/other law enforcement

- Other government agency  
 School/other education

**Congressional District** Please provide the FEDERAL congressional district numbers for the areas that your program serves. You may search for your district numbers at <http://www.house.gov/writeren>.

Federal Congressional District Number(s): \_\_\_\_\_

OR

Check if you provide services statewide

**PROGRAM AREA 12: GANGS**

**Output Measures**

	Current Reporting Period (6 Months or Year End)
<b>1. Grant funds awarded for services.</b> The amount of grant funds awarded for gang services during the reporting period. Report in whole dollars.	\$0
<b>2. Number of youth served.</b> An unduplicated count of the number of youth in the program on the first day of the reporting period plus new unduplicated intakes during the reporting period.	Number of youth carried over from the previous reporting period, plus new admissions during the reporting period: _____
<b>3. Number of FTEs funded by the grant.</b> The number of staff, as measured through the number of Full-Time Equivalents, working for the program during the reporting period. To calculate FTE, divide the number of staff hours used by the program and divide by 2080.	Number of full time equivalents paid with grant money: _____
<b>4. Average length of stay in program.</b> Identify each participant who exited the program during the reporting period (regardless of whether or not they completed program requirements). Subtract the date each person entered the program from the date they exited. Sum results to get total days between intake and exit across all youth exiting. To get the average, PPRI will divide this sum by the number of participants exiting the program (B/A).	A. Number of youth exiting the program: _____
	B. Total number of days between intake and program exit across all youth exiting: _____

**Outcome Measures**

<b>5. Number and percent of program youth completing program requirements.</b> Count the number of program youth that fulfilled all program obligations and requirements. To get the percent, PPRI will divide this count by the total number of youth who exited the program during the reporting period (B/A).	A. Number of program youth who left the program for any reason: _____ B. Number of program youth who left the program having completed program requirements: _____
<b>6. Number and percent of program youth who re-offend by the end of the program.</b> Identify all participants who were active in the program during the current reporting period. These youth form the baseline group. Of those, count the number who were re-arrested or referred to juvenile court for a new separate offense while they were active in the program. To get the percentage, PPRI will divide this count by the total number of youth in the baseline group (B/A).  NOTE: If a program youth is identified as a "re-offender" while participating in the program, it is no longer necessary to continue tracking after program exit.	A. Number of program youth who were active in the program during the reporting period: _____ B. Number of program youth with a new offense while active in the program: _____



<p><b>7. Number and percent of program youth who re-offend after program exit.</b> Identify all participants who have been out of the program a minimum of 6 months during the current reporting period. Select those who fulfilled the requirements or obligations necessary for program completion. These youth form the baseline group.</p> <p>Of those, count the number who were re-arrested or referred to juvenile court for a new separate offense during the 6-month period following the release/discharge date. To get the percentage, PPRI will divide this count by the total number of youth in the baseline group (B/A).</p>	<p>A. Number of program youth who have been out of the program a minimum of 6 months during the reporting period: _____</p> <p>B. Number of program youth with a new offense: _____</p>
<p><b>8. Number and percent of program youth satisfied with the program.</b> Count the number of program youth who reported an average satisfaction rating greater than 3 on the satisfaction assessment provided to grantees. The document "Youth Satisfaction Survey" has been provided for your use in collecting this measure. To get the percentage, PPRI will divide the total number of "satisfied" families by the total number of families who completed the satisfaction questionnaire (B/A).</p>	<p>A. Number of program youth who completed the satisfaction survey: _____</p> <p>B. Number of program youth who report an average satisfaction score greater than 3: _____</p>
<p><b>9. Number and percent of program families satisfied with the program.</b> Count the number of program families who reported an average satisfaction rating greater than 3 on the satisfaction assessment provided to grantees. The document "Family Satisfaction Survey" has been provided for your use in collecting this measure. To get the percentage, PPRI will divide the total number of "satisfied" families by the total number of families who completed the satisfaction questionnaire (B/A).</p>	<p>A. Number of program families who completed the satisfaction survey: _____</p> <p>B. Number of program families who report an average satisfaction score greater than 3: _____</p>
<p><b>10. Number and percent of program youth who have exhibited an increase in school attendance by the end of the program.</b> Identify all participants who were active in the program during the current reporting period. These youth form the baseline group.</p> <p>Of those, count the number who exhibited an increase in school attendance (e.g., using self-reported data, staff ratings, or school records) while they were active in the program. To get the percentage, PPRI will divide this count by the total number of youth in the baseline group (B/A).</p>	<p>A. Number of program youth who were active during the reporting period: _____</p> <p>B. Number of program youth exhibiting an increase in school attendance while active in the program: _____</p>
<p><b>11. Number and percent of program youth who have exhibited an increase in school attendance after program exit.</b> Identify all participants who have been out of the program a minimum of 6 months during the current reporting period. Select those who fulfilled the requirements or obligations necessary for program completion. These youth form the baseline group.</p> <p>Of those, count the number who exhibited an increase in school attendance (e.g., using self-reported data, staff ratings, or school records) during the 6-month period following the release/discharge date. To get the percentage, PPRI will divide this count by the total number of youth in the baseline group (B/A).</p>	<p>A. Number of program youth who have been out of the program a minimum of 6 months: _____</p> <p>B. Number of program youth exhibiting an increase in school attendance: _____</p>

## Success Stories

(118)

### Grantee Information

**Grant Number:** 2321101**Grantee/Agency Name:** El Paso County**Project Title:** SHOCAP Enhancement Project**Reporting Date:** Thursday, November 04, 2010

### SUCCESS STORIES

Please use this form to report any additional information about your grant you feel is important, such as new goals, achievements, individual success stories, or any other information not captured on your required reports. You are NOT required to submit a success story. You may continue to add new entries throughout the grant year (please limit to 7800 characters).

You must wait for a confirmation page after pressing "SAVE on Server". If you do not your **report** and **data** may be **lost**.

**ALPHA INITIATIVE PROGRAM COMPONENTS**

The Alpha Initiative will assist with the facilitation of any off-campus trips or in-school presentations. The Alpha Initiative will not force students to leave their gangs but convey that they respect students' right to make that decision for themselves in due time. They will also help students develop a life plan to give them goals outside of gang involvement.

The Alpha Initiative will assist in obtaining a comprehensive list for youth involved in the program concerning the following:

- Alcohol and Drugs
- Counseling & Family Support Services
- Crisis Intervention Hotlines
- Education
- Financial Assistance
- Health (AIDS, Pregnancy, STDs)
- Libraries
- Parenting Support Services
- Recreation for Families, Children, and Adolescents
- Vocational/Employment Counseling