

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: POLICE

AGENDA DATE: 5/03/2011

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Eric Shelton/ 564-7309

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso, on behalf of the El Paso Police Department and the County of El Paso, on behalf of the El Paso Juvenile Probation Department for the Serious Habitual Offenders Comprehensive Action Program (SHOCAP) – Gang Suppression. The Office of the Governor, Criminal Justice Division has awarded \$1,183,211 for this program. The funding agency requires resolution and no cash match required.

BACKGROUND / DISCUSSION:

The County of El Paso, on behalf of the El Paso Juvenile Probation Department, has received funding from the Office of the Governor, Criminal Justice Division to enhance the services of its Serious Habitual Offenders Comprehensive Action Program (SHOCAP) – Gang Suppression. The city of El Paso's Police Department is a sub-grantee in this endeavour. City grant funds will be utilized to conduct operations targeting gangs

PRIOR COUNCIL ACTION:

No.

AMOUNT AND SOURCE OF FUNDING:

Awarded amount is \$1,183,211; the E.P.D.'s portion is \$499,015.00.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso, on behalf of the El Paso Police Department and the County of El Paso, on behalf of the El Paso Juvenile Probation Department for the Serious Habitual Offenders Comprehensive Action Program (SHOCAP) – Gang Suppression. The Office of the Governor, Criminal Justice Division has awarded \$1,183,211 for this program. That the City Manager or her designee be authorized to sign and grant related paperwork, including all understandings and assurances contained therein, and accept, reject, alter, or terminate the resulting grant, authorize budget transfers and submit necessary revisions to the operational plan. No cash match in required.

ADOPTED this 3rd day of May, 2011.

CITY OF EL PASO

John Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John R. Batoon
Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY ON BEHALF OF THE
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT**

AND

THE EL PASO POLICE DEPARTMENT

**TO PROVIDE SERIOUS HABITUAL OFFENDERS COMPREHENSIVE ACTION
PROGRAM "SHOCAP" 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 City of El Paso, on behalf of the El Paso Police Department, (hereinafter referred to as "EPPD"), 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 Attachment A.

RECITALS

WHEREAS, EPPD 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, EPPD will utilize grant funding to support the JPD Grant and the five core strategies: suppression, social intervention, opportunities provision, organization changes and development, and community mobilization, to identify a collaborative protocol that will continue beyond the term of the Grant and implement a means to populate the SHOCAP database, and populate the juvenile gang database, and

WHEREAS, the County and EPPD 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 EPPD 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 EPPD 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 EPPD 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 EPPD shall provide to the County:

Law enforcement officials to conduct operations targeting gangs over a 40 week operation whereby five regional commands will be targeted consecutively in two week increments to conduct zero tolerance suppression operations in the vicinity and perimeter of the respective high school in the targeted area.

B. DUTIES OF JPD

1. The JPD shall implement the Grant as required by the Grant Application and Administrative Guide.
2. The JPD shall be responsible for the dissemination of Grant funds to EPPD for the activities described in Section C of this Agreement.
3. The JPD shall pay to EPPD Grant funds awarded for the services described in Section C of this Agreement in an amount not to exceed \$499,015.00 dollars. This Agreement does not obligate the County or JPD to pay any money to EPPD other than for the duties described in Section C of this Agreement.

C. DUTIES OF EPPD

1. EPPD will collaborate and contribute to the efforts to find a protocol that operates so that law enforcement, schools, probation and parole, and community-based organizations that deal with youth and gang violence can establish a formalized safety partnership for effective communication, unified policies, and critical response procedures.
2. EPPD will strategically and tactically engage in the five core strategies identified by the Gang Task Force Model that engages in prevention and suppression efforts to control juvenile and criminal street gang activity and establish levels of response determined by the seriousness and risk assessments. Operations activities will target perimeters and surrounding vicinities of 21 high schools throughout the City of El Paso through overtime operations that will saturate areas in a "systematic" randomness during a 40 week period.

E. COMPENSATION AND PAYMENT PROCESS

1. As consideration for the performance by EPPD of its duties under this Agreement, the County agrees to pay EPPD from current revenues available under the Grant in an amount not to exceed \$499,015.00. This Agreement does not obligate the County to pay any money to EPPD other than for the activities described in Section C of this Agreement.
2. EPPD shall submit to JPD invoices bearing EPPD'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 an EPPD representative can be reached during normal business hours. EPPD's invoice must indicate an invoice number and contract number KK-10-312.
3. EPPD shall send invoices to JPD. JPD will verify the services performed by EPPD. 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 EPPD. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless EPPD 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 EPPD'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. EPPD 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

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 EPPD shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
3. **Annual Audit and Retention and Accessibility of Records.**
 - a. EPPD 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 EPPD, and EPPD 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 EPPD 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.** If applicable, 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

Veronica Escobar
Hon. Veronica Escobar
County Judge

Attest:

Debra Beones
County Clerk

Date: 2/28/11

Approved As To Form for County
Christina Spay
Asst. County Attorney

APPROVED AS TO CONTENT:

By Roger Martinez
Roger Martinez
JPD Chief Juvenile Probation Officer

Date: 03/09/11

THE CITY OF EL PASO

By _____
Joyce Wilson
City Manager

Date: _____

Attest:

City Clerk

Approved As To Form for City

[Signature]
Assistant City Attorney

Approved as to Content

Gregory Allen
Gregory Allen
Chief of Police

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

Attachment "A"

12:33 PM

Eligibility Profile Narrative Activities Measures Budget Documents AcceptAward 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 (SGA) 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'.

Grant Number:	061001051101	Award Amount:	2,000,000
Date Awarded:	June 15, 2010	Grantee Cash Match:	0.00
Program Fund:	06100105 Special Act and Temporary Funding Grants	Grantee In Kind Match:	0.00
Grantee Name:	El Paso County	Total Project Cost:	2,000,000
Project Title:	SHOCAP Enhancement Project		
Grant Period:	03/01/2010 08/31/2011		
Liquidation Date:	01/22/2011		



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://cidonline.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

CJD Award Amount: \$1,183,211.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$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 1, Part 1, 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://cidonline.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.

FINAL REPORT

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 (276)

CURRENT REPORTING PERIOD: 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. (This should be an UNDULICATED count. If your program has received funding from CJD for five years or more, only report the total number of juveniles served in the PAST FIVE YEARS .)	0
Total number of juveniles DURING THE CURRENT REPORTING PERIOD. 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 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	0

REPORT THE FOLLOWING FOR THE CURRENT REPORTING PERIOD ONLY.

Gender

	Number of Juveniles
2. Males	0
3. Females	0
Total	

Ethnicity

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

7.	Asian	0
8.	Native American	0
9.	Other	0
	Total	

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
	Total	

School Status

		Number of Juveniles
17.	Total Number of Juveniles NOT IN SCHOOL (e.g., dropped out, suspended, incarcerated)	0
18.	Total Number of Juveniles IN SCHOOL (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
	Total	

Grade Level

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

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
33. Parents/family members (ages 19 and older) DO NOT 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 (DO NOT include children under age 5; Count juveniles under 5 in question #10.)	<input type="text" value="0"/>
Total	

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.

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	
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 PPRJ if this information is incorrect.

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

PERFORMANCE MEASURES REPORT

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

Grant Number: 2321101
Grantee/Agency Name: El Paso County
Project Title: SHOCAP Enhancement Project
Reporting Date: 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 of 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/whtieren>.

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)
1. Grant funds awarded for services. The amount of grant funds awarded for gang services during the reporting period. Report in whole dollars.	\$0
2. Number of youth served. 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: _____
3. Number of FTEs funded by the grant. 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: _____
4. Average length of stay in program. 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

5. Number and percent of program youth completing program requirements. 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: _____
6. Number and percent of program youth who re-offend by the end of the program. 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>7. Number and percent of program youth who re-offend after program exit. 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: <input type="text"/></p> <p>B. Number of program youth with a new offense: <input type="text"/></p>
<p>8. Number and percent of program youth satisfied with the program. 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: <input type="text"/></p> <p>B. Number of program youth who report an average satisfaction score greater than 3: <input type="text"/></p>
<p>9. Number and percent of program families satisfied with the program. 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: <input type="text"/></p> <p>B. Number of program families who report an average satisfaction score greater than 3: <input type="text"/></p>
<p>10. Number and percent of program youth who have exhibited an increase in school attendance by the end of the program. 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: <input type="text"/></p> <p>B. Number of program youth exhibiting and increase in school attendance while active in the program: <input type="text"/></p>
<p>11. Number and percent of program youth who have exhibited an increase in school attendance after program exit. 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: <input type="text"/></p> <p>B. Number of program youth exhibiting an increase in school attendance: <input type="text"/></p>