

**INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY
FAMILY VIOLENCE PROTECTION TEAM
COMMUNITY-DEFINED SOLUTIONS TO VIOLENCE AGAINST WOMEN
PROGRAM**

State of Texas

County of Travis

This Agreement is made and entered into by and between the City of Austin (the “City”) and Travis County (the “County”), hereinafter collectively referred to as the “Parties”, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the domestic violence continues to threaten the lives of victims and harm the quality of life in the City of Austin and Travis County; and

WHEREAS, the Parties desire to address this problem by coordinating their investigative efforts towards identifying domestic violence victims and bringing the perpetrators to justice;

WHEREAS, the Parties recognize that the U.S. Department of Justice, Office on Violence Against Women, Community-Defined Solutions to Violence Against Women Program allows the City of Austin to serve as the fiscal agent for this grant-funded program and supports the Austin/Travis County Family Violence Protection Team (the “Team”);

NOW, THEREFORE, the Parties agree as follows:

**I.
PAYMENT AND SERVICES**

The City agrees to and shall pay to the County funds for the period of October 1, 2010 through September 30, 2012 for the purpose of reimbursing the County for personnel, fringe, and overtime costs incurred while working to assist victims of domestic violence in conjunction with partner agencies of the Austin/Travis County Family Violence Protection Team. Reimbursement will be limited to domestic violence cases investigated by the Team.

During the term of this Agreement, City will reimburse the County based on invoices submitted for actual expenses, not to exceed \$699,507. This amount may be increased to include reimbursement for Team approved grant funded training. The Family Violence Protection Team Supervisors will determine which Team members will attend grant-funded training during the 2-year grant period. County Team members selected to attend grant-funded training will make their travel arrangements in accordance with the County travel policy. Should the County not have an official travel policy on file and available for review upon request, the County will follow the City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

As a subrecipient and or subawardee of the Grant, Travis County agrees to adhere to all applicable special conditions listed in the official grant award document (Attachment A). Special conditions 1 – 7 and 14 – 17 are general requirements attached to all federal grants awarded by

the Office on Violence Against Women. The City of Austin assumes primary responsibility for special conditions 10 – 13 and 18 – 20; however, the completion of each will require the submission of performance measure data and other program information by Travis County. The Office on Violence Against Women has released special condition 25, while the release of special condition 23 is pending. The City of Austin understands that Travis County will adhere to an accounting basis that complies with State financial laws and the State constitution and follows OMB A-87 and Uniform Grant Management Standards (UGMS).

The City of Austin Community-Defined Solutions to Violence Against Women Program approved grant budget includes funding for six County positions and overtime for County Constables. It is the expectation of the Parties that all full and part time team members funded by this grant will represent their respective departments at all meetings of the Family Violence Protection Team. Any changes in the County's participation shall be discussed with the City as well as the Family Violence Protection Team. The Parties agree to communicate with regard to issues of work performance and to resolve such issues by mutual agreement.

Department	Position Title	Grant Funded/County Funded	Estimated Funding
Travis Co Sheriff's Office (TCSO)	1.0 FTE Victim Counselor (full-time position)	75% funded by grant	\$85,203
Travis Co Sheriff's Office (TCSO)	1.0 FTE Detective (full-time position)	34% funded by grant 66% funded by County	\$72,252
Travis Co Attorney's Office (TCOA)	1.0 FTE Protective Order Attorney (full-time position)	100% funded by grant	\$177,832
Travis Co Attorney's Office (TCOA)	.5 FTE Intake Prosecuting Attorney (half-time position)	80% funded by grant 20% funded by County	\$103,802
Travis Co District Attorney's Office (TCDA)	.5 FTE Intake Assistant District Attorney (half-time position)	100% funded by grant	\$130,418
Travis Co District Attorney's Office (TCDA)	.5 FTE Strangulation Assistant District Attorney (half-time position)	100% funded by grant	\$124,000
Travis Co Constable Precinct 5 (Constable)	Constable Overtime	100% funded by grant	\$6,000

Travis County Sheriff's Office

Grant-Funded Position: 1.0 FTE Victim Counselor

The County agrees to and shall make available a full-time (1.0 FTE) Travis County Sheriff's Office Victim Counselor to provide counseling, service referrals, and safety planning to victims of domestic violence and stalking through the Austin/Travis County Family Violence Protection Team. The counselor will work directly with police detectives to follow-up on reported incidents of family violence and stalking. In the initial visit, the counselor will assess the situation, inform

the victim of the possible courses of action, and refer the victim to additional services including legal assistance, advocacy, shelter, and/or long-term counseling. The development of a safety plan is a particularly important element in the follow-up with victims who are being stalked. The victim services counselor will offer more than the one crisis intervention session as appropriate.

Grant Funded Position: 1.0 FTE Detective

The County agrees to and shall make available a full-time (1.0 FTE) TCSO Detective to investigate family violence cases that fall within the county's jurisdiction and to provide assistance to the smaller municipalities in implementing "pro-arrest" protocols and improved techniques for collecting evidence. The detective will also prepare/update a domestic violence curriculum and train victim services and law enforcement personnel throughout the service area of the FVPT, as well as in neighboring jurisdictions.

Travis County Attorney's Office

Grant-Funded Positions: 1.5 FTE Assistant County Attorneys (1.0 FTE Protective Order Attorney and .5 FTE Intake Prosecuting Attorney)

The County agrees to and shall make available one full-time (1.0 FTE) protective order Assistant County Attorney to implement a comprehensive program for civil enforcement of protective orders, and file and prosecute contempt cases for violations of the orders. The County also agrees to and shall make available one half-time (.5 FTE) Intake Prosecuting Attorney who will be located at the Team 20 hours per week to staff misdemeanor cases with law enforcement officers and meet with victims who appear at the Team seeking protective orders.

Travis County District Attorney's Office

Grant-Funded Position: .5 FTE Assistant District Attorney (Intake)

The County agrees to and shall make available a part-time (.5 FTE) Assistant District Attorney to prepare felony domestic violence cases for presentation to the Grand Jury for indictment.

Travis County District Attorney's Office

Grant-Funded Position: .5 FTE Assistant District Attorney (Strangulation)

The County agrees to and shall make available a part-time (.5 FTE) Assistant District Attorney to prepare felony strangulation cases for presentation to the Grand Jury for indictment.

Travis County Constable Precinct 5

Grant-Funded Position: Overtime funding for Constables

The County agrees to and shall make available Precinct 5 Constables to serve Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office. After serving each protective order, the constables will remove the respondent from the premises as ordered or will provide standby assistance to the victim as needed. The overtime rate charged by the County will be consistent with the actual rate received by the sworn personnel assigned to the investigations.

The County will submit all statistics and other data for grant performance measures to the APD Victim Counselor in a specified format by the 15th calendar day following the end of the reporting period. The data must be prepared and emailed to the APD Victim Counselor assigned to the Team in accordance with the below schedule. The APD Victim Service Counselor assigned to the Team will complete all progress reports required by the grantor.

TIME PERIOD	DUE DATE
October 1, 2010 – December 31, 2010	January 15, 2011
January 1, 2011 – June 30, 2011	July 15, 2011
July 1, 2011 – December 31, 2011	January 15, 2012
January 1, 2012 – June 30, 2012	July 15, 2012
July 1, 2012 – September 30, 2012	October 15, 2012

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.

III.

TERM AND COMMENCEMENT

This agreement shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (September 30, 2012) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

VI.

PAYMENTS

The City shall make payments for the performance of the services under this Agreement with grant funding from the U.S. Department of Justice, Office on Violence Against Women. The City agrees to reimburse the County an amount not to exceed six hundred ninety-nine thousand, five hundred seven dollars (\$699,507) in order to defray the actual personnel, fringe, and overtime costs incurred by reason of performance of this contract. The City also agrees to reimburse the County for Team approved grant-funded training.

The County will submit one invoice per month for the duration of the project. Each invoice will include documentation of actual expenses, with timesheets. The invoice will request reimbursement for the Travis County Sheriff's Office, the Travis County Attorney's Office, the Travis County District Attorney's Office, and the Travis County Constable, and will be submitted to the City of Austin by the fifteenth of each month, for services rendered during the previous month. The City of Austin will reimburse Travis County the invoiced amount from grant funds received by the U.S. Department of Justice, Office on Violence Against Women. All proper invoices received by the City will be paid within 30 days of the City's receipt of invoice. All invoices, with applicable backup documentation, will be submitted via email to APD Purchasing at Alberto.Banda@ci.austin.tx.us; APD Finance at Aphra.Delgado@ci.austin.tx.us; and, APD Grants Management at COAgrants@ci.austin.tx.us.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested. Notice will be provided to the following persons or their successors:

City of Austin: Art Acevedo
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001

Mark A. Ott
City Manager
P.O. Box 1088
Austin, Texas 78767

Travis County: Greg Hamilton
Travis County Sheriff
P.O. Box 1748
Austin, Texas 78767

Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Rosemary Lehmberg
Travis County District Attorney
P.O. Box 1748
Austin, Texas 78767

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

Bruce Elfant

Travis County Constable Precinct 5
P.O. Box 1748
Austin, Texas 78767

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

COUNTY OF TRAVIS

CITY OF AUSTIN

Samuel T. Biscoe, County Judge
Date: _____

Mark A. Ott, City Manager
Date: _____


Greg Hamilton, Sheriff
Date: _____

Rosemary Lehmborg, Travis County District Attorney
Date: _____

David Escamilla, Travis County Attorney
Date: _____

Bruce Elfant, Travis County Constable Precinct 5
Date: _____

Attachment A

	Department of Justice Office on Violence Against Women	AWARD CONTINUATION SHEET Grant	PAGE 2 OF 5
PROJECT NUMBER 2010-WE-AX-0030		AWARD DATE 09/15/2010	
SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide. 2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. 3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide. 4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. 5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: <div style="margin-left: 40px;"> Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 </div> e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. 6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW. 			





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Office on Violence Against Women

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SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
9. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
10. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of protection orders issued; and 5) number of victim advocates supported by grant funding.
11. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
12. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
13. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.



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SPECIAL CONDITIONS

14. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
- (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
- (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.
- In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.
- It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.
15. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.
16. The grantee agrees that funds will not be used for prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). The grantee may use funds to provide outreach regarding the specific services offered under the grant.
17. The grantee agrees to use grant funds to strengthen legal advocacy service programs for victims of domestic violence, dating violence, sexual assault and stalking, including strengthening assistance to such victims in immigration matters. Grant funds may not be used to provide long-term or short-term legal representation.
18. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
19. The grantee agrees to allocate project funds as designated by the Office on Violence Against Women for allowable costs to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW and the issuance of a Grant Adjustment Notice (GAN) permitting such use. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.
20. As a first time grant recipient under this grant program, the grantee agrees to send its project coordinator to an OVW technical assistance new grantee orientation seminar. Additionally, if there is a change in the project coordinator during the grant period, the grantee agrees to send the new project coordinator, regardless of prior experience with this or any other federal grant, to an OVW technical assistance new grantee orientation seminar.



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21. The grantee will provide the Office on Violence Against Women (OVW) with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff propose to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the grants management system to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.
22. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
23. Pursuant to 42 USC 3796hh(d), the grantee understands that 5% of this award is being withheld and that it may not obligate, expend or drawdown that 5% unless, by the period ending on the date on which the next session of the State legislature ends, the State or unit of local government, --
 - (1) certifies that it has a law or regulation that requires -
 - (A) the State or unit of local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented;
 - (B) as soon as practicable notification to the victim, or parent and guardian of the victim, and defendant of the testing results; and
 - (C) follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available in accordance with subparagraph (B).

The "next session of the State legislature" means the next session after the date on which the application for this award was submitted.

If the grantee submits a certification, a Grant Adjustment Notice (GAN) will be issued, and the funds will become available for drawdown. If, by the date on which the next session of the State legislature ends, the grantee is not in compliance with this provision, the withheld funds will be deobligated from the amount of funds awarded for this award period.

If the grantee is an Indian Tribe, it should contact OVW to determine whether it falls within the definition of -unit of local government- as defined by 42 USC § 3791. If it does not, a GAN will be issued and the condition will be removed.
24. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
25. The recipient's budget is pending approval; therefore the recipient may not drawdown funds until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.