

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF AUSTIN AND  
TEXAS RIOGRANDE LEGAL AID**

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement ("Agreement") is entered into between the City of Austin ("City"), a home-rule municipal corporation located in Travis County, Texas, and Texas RioGrande Legal Aid ("TRLA"), to provide professional services to the City and to perform functions which are mutually beneficial to the contracting parties.

WHEREAS, the City has received a Department of Justice, Office on Violence Against Women, Community-Defined Solutions to Violence Against Women Program award ("Grant") in the amount of \$1,000,000, for the work of the Austin-Travis County Family Violence Protection Team ("Team"), which is composed of members of the Austin Police Department, Texas RioGrande Legal Aid, Travis County, Texas Advocacy Project, and SafePlace.

WHEREAS, the Grant contemplates the cooperation of City and TRLA in the implementation of a coordinated program to combat family violence; seek protective orders, if needed; enhance long and short-term counseling options for the victims of domestic violence; and, enhance pro-arrest policies for domestic violence offenders and protective order violators by strengthening current officer training;

WHEREAS, City and TRLA presently desire to cooperate as a Team to maintain a comprehensive and coordinated approach to reducing and preventing domestic violence; and,

WHEREAS, TRLA can contribute its experience and professional services to Team's efforts and Grant's objectives

NOW, THEREFORE, CITY AND TRLA AGREE AS FOLLOWS:

**1.0 Purpose**

The Team provides crisis-counseling for domestic violence victims, promotes thorough investigations and prosecution, provides legal assistance and representation, increases access to long-term counseling for victims, and develops procedures to expedite requests for protective orders ("Project"). The purpose of this Agreement is to secure the services of an attorney and a paralegal for the Team.

1.1 City and TRLA agree that TRLA is retained as an Independent Contractor solely for the purposes and duration of the Project as set forth in subparagraph 1.0 and 2.0. City will have no right of control over TRLA's employees or TRLA's work. TRLA is not an agent, servant or employee of City and will not hold itself out as same. TRLA understands it has no

authority to bind or otherwise obligate City for the payment or performance of any duties for the Project except as provided in Section 3.0.

## **2.0 Effective Date of Agreement**

This agreement is effective October 1, 2010, and will terminate on September 30, 2012, at which time the Parties may agree, in writing, to renew for a period of up to one year, unless terminated by either party in accordance with Section 13.0. As the grant end date is September 30, 2012, the renewal of this agreement will take place only if the City of Austin determines that additional time is needed to exhaust grant funds and the U.S. Department of Justice has officially designated a new grant end date.

## **3.0 Scope of Services**

3.1 TRLA will assign a Full-Time Equivalent (FTE) Attorney and a Paralegal FTE to work with the Team for the duration of the two-year grant period.

3.2 TRLA will immediately advise the City of Austin Grant Coordinator of any change in the Attorney or Paralegal's employment status. If either position becomes vacant, TRLA will ensure that a qualified individual is assigned or hired to complete all services as outlined in section 3.0.

3.3 Consistent with the Texas Disciplinary Rules of Professional Conduct and funding restrictions, if any, the Attorney will represent victims seeking protective orders who are conflicted out of Travis County Attorney's Office. The Paralegal will provide victims with information regarding vital wrap around services such as assistance with housing, social security, consumer, and public benefits issues.

3.4 The Attorney and Paralegal will attend Team meetings and scheduled trainings.

3.5 TRLA will be responsible for providing City with monthly documentation of grant-related TRLA costs. This documentation will be the basis for the City's monthly reimbursement of TRLA.

3.6 TRLA will submit all required statistics and other data for grant performance measures to the APD Victim Counselor in a predetermined format by the 15<sup>th</sup> calendar day following the end of the reporting period. The data must be prepared and submitted electronically 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.

<b>PERFORMANCE MEASURE DATA</b>	
<b>TIME PERIOD</b>	<b>DUE DATE</b>
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

3.7 As a subrecipient and or subawardee of the Grant, TRLA shall adhere to the guidelines and reporting requirements as outlined in the Office of Justice Programs (OJP) Financial Guide. The OJP Financial Guide can be downloaded from <http://www.ojp.usdoj.gov/financialguide/>.

3.8 As a subrecipient and or subawardee of the Grant, TRLA 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 TRLA. The Office on Violence Against Women has released special condition 25, while the release of special condition 23 is pending.

#### 4.0 Consideration

4.1 TRLA will be reimbursed for personnel and fringe costs of the Protective Order Legal Services Attorney in the amount of \$46,812 (.42 of 1 FTE). TRLA will also be reimbursed for personnel and fringe costs of a Protective Order Legal Services Paralegal in the amount of \$48,262 (40% of 1 FTE). During the term of this Agreement, the City will reimburse TRLA based on invoices submitted for actual hours dedicated to FVTP efforts. A breakdown of the rate is included in the Budget Detail Worksheet. Invoices should be submitted in accordance with section 4.4. The not to exceed amount may be increased in accordance with section 4.3.

4.2 Allowable expenses represent funding for the salary and benefits of the TRLA Attorney assigned to the Team, and conditionally, travel for the purpose of training in accordance with section 4.3.

4.3 Included in the Grant is funding for additional training not specified in 3.6.6 that may require travel. This amount may not exceed \$3,500. The Family Violence Protection Team Supervisors will determine which Team members will attend training during the 2-year grant period. Should the TRLA Attorney and/or Paralegal be selected to participate, TRLA will make travel arrangements for the employee in accordance with their internal travel policy. Should TRLA not have an official travel policy on file and available for review upon request, TRLA will follow City of Austin travel policy to complete travel arrangements. A copy of this City policy is available upon request.

4.4 TRLA will seek reimbursement from the City by presentment of its invoice to the City's designated personnel. TRLA's invoice for the prior month's salaries and benefits; timesheets; and general ledger documentation related to this contract will be presented to the City no later than the fifteenth of the following month via the following addresses and e-mail addresses: City of Austin, Police Department, Financial Management, P.O. Box 1626, Austin,

Texas 78767-1626, [Danielle.Lord@ci.austin.tx.us](mailto:Danielle.Lord@ci.austin.tx.us); [Aphra.Delgado@ci.austin.tx.us](mailto:Aphra.Delgado@ci.austin.tx.us); and [COAGrants@ci.austin.tx.us](mailto:COAGrants@ci.austin.tx.us).

4.5 Within 30 days, the City will reimburse TRLA the invoiced amount from current grant funds received for the Project and will not be obligated to pay any additional monies beyond the agreed consideration. In the event of payment of any unearned money or overpayment of money by City to TRLA, TRLA will refund promptly to City the unearned or overpaid amount within thirty (30) days after the refund is requested by City.

5.0 Insurance Requirements. The following insurance requirement applies:

5.1 General Requirements

(1) The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract and during any warranty period.

(2) The Contractor shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.

(3) The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

(4) The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

(5) The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

(6) All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

Attn:  
Sydney Ceder  
City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas  
78767-1088

Austin\Travis County  
Family Violence Protection Team

(7) The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

(8) If insurance policies are not written for amounts specified below, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

(9) The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

(10) The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

(11) The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

(12) The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

(13) The Contractor shall provide the City thirty (30) days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

(14) The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Contractor.

## 5.2 Specific Requirements.

(1) Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Texas Labor Code, chapters 401 et seq). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(a) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

(i) Waiver of Subrogation, Form WC 420304

- (ii) Thirty (30) days Notice of Cancellation, Form WC 420601

(2) Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

- (a) The policy shall contain the following provisions:
  - (i) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (ii) Independent Contractor's Coverage.
  - (iii) Products/Completed Operations Liability for the duration of the warranty period.
  - (iv) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (b) The policy shall also include these endorsements in favor of the City of Austin:
  - (i) Waiver of Subrogation, Endorsement CG 2404
  - (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
  - (iii) The City of Austin listed as an additional insured, Endorsement CG 2010

(3) Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (a) The policy shall include these endorsements in favor of the City of Austin:
  - (i) Waiver of Subrogation, Endorsement TE 2046A
  - (ii) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
  - (iii) The City of Austin listed as an additional insured, Endorsement TE 9901B

(4). Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$100,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the

retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

## 6.0 Confidentiality

6.1 If TRLA notifies the City of the confidential nature of its information, the City will maintain the confidentiality of the information to the extent permitted by law. Upon receipt of requests for confidential information, the City will notify TRLA of the request by facsimile transmission within three (3) working days. City will furnish TRLA with copies of Attorney General opinion requests City makes pertaining to confidential information within three (3) working days.

6.2 For the purposes of the Texas Public Information Act ("Open Records Act"), any information shared with TRLA by City or document given to TRLA by City is owned by City. TRLA agrees to keep such information or documents confidential to the extent allowed by law and will not release or make public such information or documents without the written consent of City. Upon receipt of requests for City information or City documents, TRLA will notify the City Attorney by facsimile transmission on or before the expiration of three calendar days of the request.

## 7.0 Records Retention

7.1 TRLA understands that its records relating to the performance of this Agreement, including but not limited to, payroll records, reports to City and the underlying documents upon which the reports are based, must be retained pursuant to the terms and conditions of the grant and state law. TRLA agrees that it will safely keep and not alter or destroy any such documents without the prior written permission of City.

## 8.0 Notice

8.1 Any notice given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties indicated below:

City of Austin:

Chief of Police  
Austin Police Department  
P.O. Box 689001  
Austin, Texas 78768-9001  
FAX: 974-6611

City Attorney  
P.O. Box 1088  
Austin, Texas 78767-8828  
Fax: 974-2894

TRLA: Executive Director  
300 S. Texas  
Weslaco, Texas 78596  
FAX: (956)968-8823

9.0 The following person is designated as Contract Manager and will act as the contact point for contractual issues between the City and TRLA during the term of the contract: Alberto Banda, Contract Compliance Specialist Sr., phone (512) 974-5273, email: alberto.banda@ci.austin.tx.us.

10.0 The following is designated as APD Grant Coordinator, and will act as the point of contact with the Team during the term of the contract: Kyran Fitzgerald, Grant Coordinator, phone 512/974-5033, email kyran.fitzgerald@ci.austin.tx.us.

11.0 Entire Agreement Amendments. This Agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This Agreement may not be modified or amended except by written agreement executed by both parties. 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.

12.0 Invalid Provisions. Any clause, sentence, paragraph or article of this Agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this Agreement.

13.0 Applicable Laws. This Agreement will be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Travis County, Texas, and venue for any action arising hereunder will be in Travis County, Texas.

14.0 Cooperation. City and TRLA agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this Agreement. Each party hereto confirms and represents that this Agreement has been duly authorized by its respective governing body.

15.0 Termination. Either party, without cause, may terminate this Agreement upon thirty (30) days written notice to the other party.

16.0 No Conferring of 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.

17.0 Agreement Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such party.



EXECUTED on the date or dates indicated below.

CITY OF AUSTIN, TEXAS

By: \_\_\_\_\_  
Marc A. Ott, City Manager

\_\_\_\_\_  
Date


TRLA

By: \_\_\_\_\_  
David Hall, Executive Director

\_\_\_\_\_  
Date

DRAFT

Attachment A

	Department of Justice Office on Violence Against Women	<b>AWARD CONTINUATION SHEET</b>	PAGE: 2 OF 5
		<b>Grant</b>	
PROJECT NUMBER 2010-WE-AX-0030		AWARD DATE 09/15/2010	
<b>SPECIAL CONDITIONS</b>			
<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>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.</li><li>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:  Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530  e-mail: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a>  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 <a href="http://www.usdoj.gov/oig">www.usdoj.gov/oig</a>.</li><li>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.</li></ol>			



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2010-WE-AX-0030

AWARD DATE 09/15/2010

**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](http://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.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 5

PROJECT NUMBER 2010-WA-AX-0030

AWARD DATE 09/15/2010

**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.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 5

PROJECT NUMBER 2010-WE-AW-0030

AWARD DATE 09/15/2010

**SPECIAL CONDITIONS**

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.