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**El Paso County  
Agenda Item Details**

<b>Item Title:</b>	County Attorney's Office - FY 2025 DVHRT Grant Program Vendor Agreement (2025-0324)
<b>Submitted By:</b>	Aaron Setliff, Assistant County Attorney
<b>Department:</b>	County Attorney's Office
<b>Department Phone Number:</b>	(915) 273-3238
<b>Subject:</b>	GRANT AWARD - Approve and authorize the County Judge to sign the FY25 El Paso County Attorney's Office - Domestic Violence High Risk Team (DVHRT) Grant Program Vendor Agreement with the Texas Council on Family Violence from April 1, 2025, to August 31, 2025, in the amount of \$50,000. No County match is required. (Contract No. 2025-0324)
<b>Background:</b>	This is a Subgrantee Award Agreement by and between Texas Council on Family Violence (TCFV) and El Paso County Attorney's Office (Subgrantee). This is a deliverable, outcome-based contract. Payments to Subgrantee are contingent upon the satisfactory completion and approval of specified deliverables as described herein. Services provided by Subgrantee under this Agreement are performed as requested by TCFV and are not directed or supervised.
<b>Fiscal Impact:</b>	<p>Fiscal Impact Historical None. First Time Grant</p> <p>Fiscal Impact Projected \$50,000 to the County with no match.</p> <p>Long Account Number: Amount:</p> <p>Long Account Number: Amount:</p>
<b>Budget or Unbudgeted Match:</b>	No match is required.
<b>Recommendation:</b>	GRANT AWARD - Approve and authorize the County Judge to sign the FY25 El Paso County Attorney's Office - DVHRT Grant Program Vendor Agreement with the Texas Council on Family Violence from April 1, 2025, to August 31, 2025, in the amount of \$50,000. No County match is required. (Contract No. 2025-0324)

**Prior Action:**

None. This is a first-time award

**Strategic Plan:**

Goal:

1. Lead Justice Reform

Objective:

1.5 Lead, plan for, and address justice infrastructure

**Strategic Plan Information:**

Subgrantee will promote collaboration among law enforcement, prosecution, other relevant Domestic Violence High Risk Team agencies, and the family violence center to ensure an effective, comprehensive response to family violence.

**Estimated Time Needed  
For This Item:**



## FY 2025 EL PASO COUNTY ATTORNEY'S OFFICE- DVHRT GRANT PROGRAM VENDOR AGREEMENT

This agreement is by and between Texas Council on Family Violence (TCFV) and **El Paso County, Texas, on behalf of the El Paso County Attorney's Office** (Subgrantee). This is a deliverable, outcome-based contract. Payments to Subgrantee are contingent upon the satisfactory completion and approval of specified deliverables as described herein. Services provided by Subgrantee under this Agreement are performed as requested by TCFV and are not directed or supervised.

No terms in this agreement may be changed, including report dates, payment schedule, and payment amounts. If any information entered by the Texas Council on Family Violence is found to have been changed by the Subgrantee **other than the Subgrantee's name**, the Agreement for that Subgrantee will not be signed and will be void until Subgrantee completes and submits an Agreement with the correct terms as entered by the Texas Council on Family Violence.

**Project: Domestic Violence High Risk Team Grant Program**

**Term: April 1, 2025, through August 31, 2025**

**Fund Source: Office of the Attorney General, Grant Number C-01587**

## Submission Information

### General

**Enter Subgrantee Name:**

Primary Point of Contact:

Aaron Setliff

El Paso County, Texas, on behalf of the El Paso  
County Attorney's Office

# Agreements

## Subgrantee Agreements

- A. Subgrantee will promote collaboration among law enforcement, prosecution, other relevant DVHRT agencies, and the family violence center to ensure an effective, comprehensive response to family violence.
- B. Subgrantee's DVHRT Coordinator will provide a case tracking report for statistical analysis no later than the **3rd day of each month** into the software designated by TCFV for the previous month. Subgrantee's DVHRT Coordinator also agrees to enter aggregate statistical information once quarterly in the designated tracking software. **Performance of this obligation is not negotiable, and payments under this Agreement will be conditioned on timely submission of these reports.** TCFV will provide Subgrantee with the required tracking link, which will exclude any identifying information about the victim(s) or suspect(s) involved. The data gathered will serve the following purposes: Analyze progress toward goals and objectives. Build towards a statewide best-practices report, to improve communities' capacity to prevent further violence. Serve as a learning platform for future training efforts and identify emerging issues.
- C. Subgrantee's DVHRT Coordinator will commit to attending regular meetings (typically conducted virtually) and training sessions with other DVHRT coordinators to share their successes, failures, and challenges in order to promote best practices with other DVHRT sites.
- D. Subgrantee agrees to share anonymous survivor outcome survey links shared by TCFV to survivors participating in a DVHRT. Subgrantee agrees to make clear that completion of the link is entirely optional.
- E. Subgrantee's DVHRT Coordinator is expected to attend at least one training requested and/or organized by TCFV.
- F. Subgrantee will submit two reports as required to share information on project successes, challenges, and case outcomes. Reports will include information requested by TCFV. Due dates are May 28, 2025; and August 31, 2025.
- G. Subgrantee agrees to additional contract terms outlined in Exhibit 1.
- H. Subgrantee agrees to submit a budget at signing of agreement.
- I. Subgrantee agrees to submit proof of single audit on or before 12/15/25. If Subgrantee does not have a single audit, they agree to submit an independent audit.
- J. Subgrantee will contact TCFV if Subgrantee has any issues in meeting any of the terms as set forth in this Agreement.

## Quarterly report deadlines are:

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Q2 Report Due: May 28, 2025

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Q3 Report Due: August 31, 2025

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## TCFV Agreements

As consideration for all Vendor services to be performed by Subgrantee under this Agreement, TCFV will pay Subgrantee \$50,000 as set forth below, unless delayed by availability to TCFV of federal or state grant funds.

## TCFV will compensate Subgrantee on the following payment schedule:

- **\$10,000 upon full execution of this vendor agreement.**
- **\$20,000 upon submission of 2nd quarterly report due May 28, 2025.**
- **\$20,000 upon submission of 3rd quarterly report due August 31, 2025.**

## Other Agreements

1. The parties understand and agree that payment obligations created by this Agreement are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this agreement shall commence on April 1, 2025, and automatically terminate on August 31, 2025, or beginning with the date of the last signature if not signed by April 1, 2025, unless extended or terminated in writing as otherwise provided for in this agreement. This Agreement may be modified only by written agreement of both parties with

30 days written notice. Any such amendments or modifications will be effective only when signed by all parties to the original Agreement.

2. Force Majeure. The parties expressly understand and agree that Subgrantee will not be considered in default by TCFV due to circumstances beyond Subgrantee's control and without Subgrantee's sole fault or negligence. These circumstances may include, but are not limited to: weather conditions, injury or illness involving irreplaceable personnel, and acts of nature or government beyond Subgrantee's control.
3. Vendor is responsible for use of funds within the applicable rules of the funding source and in accordance with 2 CFR 200.
4. Subgrantee attests that neither the Subgrantee as organization, nor any of its principal employees, is debarred, suspended, or otherwise excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving state contracts, certain contracts, and certain Federal assistance and benefits.
5. Subgrantee agrees to treat all information obtained through performance of Subgrantee's obligations under this Agreement, including but not limited to information relating to applicants or recipients as confidential information to the extent that confidential treatment is required and subject to the Texas Public Information Act.
6. This Agreement does not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar relationship between the parties, and nothing contained herein shall be construed as providing for the sharing of profits or losses arising from the efforts of either or both parties to this Agreement. Each party to this Agreement shall act as an independent entity, and neither party shall have the power to act for or bind the other party except as expressly provided for herein. Subgrantee shall not be eligible for any benefit available to employees of TCFV, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like. No income, social security, state disability, or other federal or state payroll tax shall be deducted from payments made to Subgrantee under this Agreement. Subgrantee agrees to pay all state and federal income taxes and other levies and charges as they become due on account of monies paid by TCFV hereunder, and to the extent permitted under Texas law, to defend, indemnify and hold TCFV harmless from and against any and all liability resulting from any failure by Vendor to do so.
7. Either party may terminate this agreement with thirty (30) days' written notice.
8. This is an outcome-based contract linking payment of funds to the achievement of the defined outcomes and results. Compensation under this Agreement aligns with the delivery of agreed-upon objectives listed herein.

## Contact

TCFV contact for Agreement administration and programmatic purposes will be Rosie Martinez. If an alternate point of contact is designated, TCFV will notify the Subgrantee in writing.

- Phone: 512-794-1133
- Email: [rmartinez@tcfv.org](mailto:rmartinez@tcfv.org)
- Address: PO Box 163865, Austin, TX 78716

Subgrantee contact for Agreement administration and programmatic purposes will be the person listed below. If an alternate point of contact is designated, the Subgrantee will notify TCFV in writing.

Subgrantee Contact Name: Aaron Setliff

Subgrantee Contact Phone: (915)273-3238

Subgrantee Contact Email: [A.Setliff@epcountytexas.gov](mailto:A.Setliff@epcountytexas.gov)

Subgrantee Contact Address: 320 S. Campbell St., Ste. 200, El Paso, Texas 79901

# Signatures

By signing this Agreement, and based on mutual consideration, the parties hereby understand and provide their express agreement to be bound by the above conditions as listed. The below signatures will act as a final confirmation of both parties' consent to the Agreement terms.

Name of Subgrantee: El Paso County, Texas

Signature of Subgrantee: Ricardo A. Samaniego, County Judge

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

Texas Council on Family Violence

Gloria Aguilera Terry, Chief Executive Officer

Date:

## EXHIBIT 1

</Content/UserFiles/Images/FY25%20OAG%20DVHRT%20Exhibit%20One.pdf>

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>EL PASO COUNTY</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) <b>LOCAL GOVERNMENT</b>	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>320 S. CAMPBELL STREET, SUITE 140</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>EL PASO, TEXAS 79901</b>	
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
7	4		-	6	0	0	0	7	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Barbara Parker</i>	Date 1/3/25
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they