



Travis County Commissioners Court Agenda Request

Meeting Date: 01/10/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for self-contained breathing apparatus bottles for Emergency Management's Hazardous Materials Team;
- B. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for licenses for air monitoring and detection equipment for Emergency Management's Hazardous Materials Team;
- C. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for a maintenance agreement for air monitoring and detection equipment for Emergency Management's Hazardous Materials Team
- D. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for replacement equipment for Emergency Management's Hazardous Materials Team;
- E. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for chemical protective clothing for Emergency Management's Hazardous Materials Team;
- F. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for a radiological isotope identifier for Emergency Management's Hazardous Materials Team;

- G. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for dosimeters (radiological detection equipment) for Emergency Management's Hazardous Materials Team;
- H. Annual contract with the Texas Department of Housing and Community Affairs to receive U.S. Department of Energy funds for the Weatherization Assistance Program in the Health & Human Services Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A-G are applications to CAPCOG to receive state homeland security funds for a variety of equipment and upgrades for Emergency Services' Hazmat team. Item H is the annual contract for weatherization assistance. There are no cash matches associated with these grants.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no grant matches for any of these items.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

TRAVIS COUNTY

1/3/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Applications												
A	47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	R	C	8
B	47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	R	C	17
C	47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	R	C	27
D	47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	R	C	36
E	47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	R	C	45
F	47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	R	C	54
G	47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	R	C	63
Contracts												
H	58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	R	EC	72

* Amended from original.

PBO Notes:

R - PBO recommends approval.
NR - PBO does not recommend approval
D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Formula Grant - Indigent Defense Grant Program	10/01/2011-9/30/2012	TBD	\$0	\$0	\$0	TBD	-	10/18/2011
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28	11/1/2011
37	Travis County Sheriff's Office Response Equipment (ARRA)	12/1/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/13/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	0	12/27/2011

*Amended from original agreement.

\$1,113,466 \$0 \$681,566 \$73,677 \$1,868,709 28.00

2

**FY 2012 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assistance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011

5

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
			\$16,105,032	\$273,744	\$51,749	\$313,024	\$16,743,549	20.61	

*Amended from original agreement.

FY 2012 Grants Summary Report*

Permission to Continue

*Also includes any pending items from FY 11

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$88,784	5				

5

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSD and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

7

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		40,000				40,000
Indirect Costs:						0
Total:	0	40,000	0	0	0	40,000
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: X	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Replace SCBA bottles	Yes					Yes
Outcome Impact Description	Replace end-of-life (Hydrostatic) SCBA air bottles					
Outcome Impact Description						
Outcome Impact Description						

8

PBO Recommendation:

PBO concurs with proceeding on this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the replacement of Self Contained Breathing Apparatus Bottles used but the Travis County Hazardous Materials Team. Current manufacture recommendations suggest a service life of 15 years. Current Travis County SCBA cylinders are at 10 Years of service and will need to be replaced near the end of this grant performance period.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Travis County Office of Emergency Management has provided equipment for the Travis County Hazmat Team since its inception and will continue to replace equipment to ensure responder safety.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:

Travis County

Point of Contact:

Pete Baldwin

Title:

Emergency Manager

Phone:

512-974-0472

Email:

Pete.Baldwin@austintexas.gov

1. Project Name (*Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.*)

Travis County – Sustainment of Self Contained Breathing Apparatus (SCBA's) – 1hour bottles.

2. Needs to be addressed by this project (*How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.*)

The Travis County Hazardous Materials Response Team utilizes a variety of monitoring devices and personal protective equipment as a basic component of WMD/Hazmat response. These 'basics' have been utilized since the creation of the team and is now at it's end-of-life, or otherwise unsupported by the manufacturer.

3. Project Description (*How will the needs be met?*)

This project will replace SCBA bottles which have reached their end of life. Replace SCBA bottles that have reached their end-of-service date.

4. New or Existing project? (*Select.*)

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

Notes

This project does not create a new program or service within the Travis County Hazardous Materials Team. It's scope is strictly limited to continuing the current level of services by replacing basic necessities to hazmat operations.

5. Regional Impact (*Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.?)*)

The Travis County Hazardous Materials Response Team is a component of the regional CBRNE strike team.

Maintaining operational equipment and resources is necessary to ensure regional response capability. Operational SCBA's as a component of our CPC, is the first line of defense when responding to a terrorist attack and critical to assessing the threat to public safety.

6. Project Scalability *(Explain whether this project is being done as a single component or in phases.)*

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

7. Project Sustainability *(Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)*

Much of the equipment for the Travis County Hazardous Materials Team has reached its end-of-life. During the service life of this equipment, the Travis County Hazmat Team ensured that these devices remained functional, calibrated, and service tested as required by NFPA, OSHA, EPA, and Manufacturer Recommendations. We will ensure that this equipment remains operational.

8. Budget *(Include as much detail as possible):*

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Replace end of life SCBA bottles		Equipment	40	1000	\$ 40000.00
		Equipment			
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					

Total *(Right click \$ field. Select "Update Field.")*

\$40000.00

9. Is this project part of a multi-jurisdiction project? *(Check box if "Yes.")*

If "Yes," list the other participating jurisdictions.

Jurisdiction

The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6, Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.

10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	20%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0.00%
Fire Service	20%
Hazardous Materials	60%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	0.00%
Public Health	0.00%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	10
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	10
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	30.00

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe
Printed Name

Travis County Judge
Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege
Printed Name

Hazardous Materials Team Coordinator
Title

13. Check box if letters of support are attached.

Instructions

Capital Area Council of Governments Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		8,000				8,000
Indirect Costs:						0
Total:	0	8,000	0	0	0	8,000
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: X	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Purchase guardian license	Yes					Yes
Outcome Impact Description	Purchase eight licenses for Rae Guardian remote monitoring software.					
Outcome Impact Description						

17

PBO Recommendation:

PBO concurs with proceeding on this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the purchase licenses necessary for remote monitoring of air monitors. The new software will allow the Travis County Hazardous Materials Team to share air monitoring data with other hazardous materials response teams in the region as well as integrate air monitoring data integration with area emergency operations centers.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The licenses are limited to a five year period and will need to be refunded at that time.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:	Travis County
Point of Contact:	Pete Baldwin
Title:	Travis County Emergency Management Coordinator
Phone:	512-974-0472
Email:	Pete.baldwin@co.travis.tx.us

1. Project Name *(Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)*

AreaRae Guardian Software Upgrade and license package

2. Needs to be addressed by this project *(How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)*

Each regional hazmat team utilizes deployable site air monitors as well as handheld air monitors that transmit air conditions back to a centralized monitoring laptop. All teams are on the same frequency ID so these devices can be used together. Do to system design, only one computer can monitor the data. The new system allows all teams to monitor their data independently but can "link" systems through the internet. This capability allows us to not only share data between regional teams but any hazmat team operating with this system, including the 6th civil support team and CERFP. In addition, since the software is free and we are purchasing licenses; the hazmat teams will be able to send real-time air quality data back to an EOC, FBI, DHS, DSHS or other interested organizations.

3. Project Description *(How will the needs be met?)*

Purchase a set of shared licenses for use with the software upgrade.

4. New or Existing project? *(Select.)*

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

Notes

5. Regional Impact *(Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)?*

This upgrade will allow the regional hazmat teams to share resources and air quality data more effectively and expand our regional interoperability with the entire nation's team utilizing this software.

6. Project Scalability (Explain whether this project is being done as a single component or in phases.)

- One-time project
- Phased project (Describe previous funding in "Notes" field.)

Notes:

Single purchase of multiple 5-year licenses

7. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

The software package is a free download and each "user - device" on the system requires a license. Licenses for the system are good for 5-years

8. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment. ").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (If available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Guardian Software Package		Equipment	100	0.00	\$ 0.00
System License		Equipment	8	1000	\$ 8000.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					
Total (Right click \$ field. Select "Update Field.")					\$8000.00

9. Is this project part of a multi-jurisdiction project? (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

Jurisdiction
Austin Fire Department, Travis County, Williamson County, Hays County

22

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10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	0.00%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0.00%
Fire Service	20.00%
Hazardous Materials	60.00%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	10.00%
Public Health	10.00%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	10.00
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10.00
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	10.00
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	30.00

23

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe
Printed Name

Travis County Judge
Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege
Printed Name

Hazardous Materials Team Coordinator
Title

13. Check box if letters of support are attached.

24

Instructions
Capital Area Council of Governments
Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:		30,000				30,000
Capital Equipment:						0
Indirect Costs:						0
Total:	0	30,000	0	0	0	30,000
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: X	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Purchase hazmat equipment maintenance programs	Yes					Yes
Outcome Impact Description	Continuation of maintaining Travis County Hazmat Team's detection equipment.					
Outcome Impact Description						
Outcome Impact Description						

27

PBO Recommendation:

PBO concurs with proceeding with this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the purchase of a maintenance contract for Detection equipment and Air monitors carried by the Travis County Hazmat Team. Travis County purchased the detection equipment for the Travis County Hazmat Team and has maintained continuous maintenance agreements for it through grant funding.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Travis County Office of Emergency Management has provided the maintenance contracts for the detection equipment since its purchase and will continue to do so.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team.



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:	Travis County	
Point of Contact:	Pete Baldwin	
Title:	Emergency Manager	
Phone:	512-974-0472	
Email:	Pete.Baldwin@austintexas.gov	

1. Project Name (Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)

Travis County – Monitor Maintenance

2. Needs to be addressed by this project (How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)

This project is intended to continue maintenance on existing equipment.

3. Project Description (How will the needs be met?)

This project will support maintenance of current hazmat identification and monitoring equipment. In addition, this project will replace unsupported or end of life inventory. The affected inventory items are critical to basic WMD/Hazmat response.

4. New or Existing project? (Select.)

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

Notes

This project continues maintenance sustainment for the existing Travis County Hazardous Materials Response Team

5. Regional Impact (Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.?)

The Travis County Hazardous Materials Response Team is a component of the regional CBRNE strike team. Maintaining operational equipment and resources is necessary to ensure regional response capability. Operational air monitors is the first line of defense when responding to a terrorist attack and critical to

assessing the threat to public safety.

6. Project Scalability *(Explain whether this project is being done as a single component or in phases.)*

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

7. Project Sustainability *(Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)*

Much of the equipment for the Travis County Hazardous Materials Team has reached its end-of-life. During the service life of this equipment, the Travis County Hazmat Team ensured that these devices remained functional, calibrated, and service tested as required by NFPA, OSHA, EPA, and Manufacturer Recommendations. We will ensure that this equipment remains operational.

8. Budget *(Include as much detail as possible):*

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Monitor Maintenance and expendible supplies		Equipment	1	15000	\$ 15000.00
Smiths Detection Partner Program for gas and hazmatid		Equipment	1	15000	\$ 15000.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					

Total *(Right click \$ field. Select "Update Field.")*

\$30000.00

9. Is this project part of a multi-jurisdiction project? *(Check box if "Yes.")*

If "Yes," list the other participating jurisdictions.

Jurisdiction

The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6, Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.

10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	20%
Emergency Medical Services - Non-Fire Based	10%
Emergency Medical Services - Fire Based	00%
Fire Service	10%
Hazardous Materials	50%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	0.00%
Public Health	10%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	10
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	10
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	30.00

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe
Printed Name

Travis County Judge
Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege
Printed Name

Hazardous Materials Team Coordinator
Title

13. Check box if letters of support are attached.

Instructions
Capital Area Council of Governments
Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.



GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		30,000				30,000
Indirect Costs:						0
Total:	0	30,000	0	0	0	30,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: X	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Replace/upgrade air monitors	Yes					Yes
Outcome Impact Description	Upgrade unsupported / end-of-life air monitors and detection equipment					
Outcome Impact Description						
Outcome Impact Description						

3e

PBO Recommendation:

PBO concurs with proceeding with this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the purchase of replacement equipment or upgrade current equipment carried by the Travis County Hazmat Team that is at, or nearing, the end of its product lifespan. Travis County purchased the detection equipment for the Travis County Hazmat Team and has maintained maintenance agreements for it. The equipment is only supported by Smith's Detection and in order to keep all the apparatus up to date it has to be under this warranty.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Travis County Office of Emergency Management has provided the maintenance contracts for the detection equipment since their original purchase. These monitors are at, or nearing, their end-of-life and need to be replaced to current models in the near future to ensure safety and reliability in operations.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:	Travis County
Point of Contact:	Pete Baldwin
Title:	Emergency Manager
Phone:	512-974-0472
Email:	Pete.Baldwin@austintexas.gov

1. Project Name *(Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)*

Travis County – Sustainment of Key Monitors and Equipment.

2. Needs to be addressed by this project *(How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)*

The Travis County Hazardous Materials Response Team utilizes a variety of monitoring devices as a basic component of WMD/Hazmat response. These 'basics' have been utilized since the creation of the team and are now at their end-of-life, or otherwise unsupported by the manufacturer.

3. Project Description *(How will the needs be met?)*

This project will replace primary monitoring equipment that has reached its end of life. It will also allow for the upgrade of equipment to extend the service life and enhance capabilities.

4. New or Existing project? *(Select.)*

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

Notes

This project does not create a new program or service within the Travis County Hazardous Materials Team. Its scope is strictly limited to continuing the current level of services by replacing basic necessities to hazmat operations.

5. Regional Impact *(Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)?*

The Travis County Hazardous Materials Response Team is a component of the regional CBRNE strike team.

Maintaining operational equipment and resources is necessary to ensure regional response capability. Operational air monitors are fundamental to responding to a terrorist attack and critical to assessing the threat to public safety.

6. Project Scalability (Explain whether this project is being done as a single component or in phases.)

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

7. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

Much of the equipment for the Travis County Hazardous Materials Team has reached its end-of-life. During the service life of this equipment, the Travis County Hazmat Team ensured that these devices remained functional, calibrated, and service tested as required by NFPA, OSHA, EPA, and Manufacturer Recommendations. We will ensure that this equipment remains operational.

8. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Replacement of legacy equipment no longer supported by manufacturer (Primary air monitoring)		Equipment	4	5000	\$ 20000.00
HazmatID upgrade		Equipment	2	5000	\$ 10000.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					
Total (Right click \$ field. Select "Update Field.")					\$30000.00

9. Is this project part of a multi-jurisdiction project? (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

Jurisdiction

The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6,

Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.
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10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	20%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0.00%
Fire Service	20%
Hazardous Materials	60%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	0.00%
Public Health	0.00%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	10
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	10
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	30.00

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe
Printed Name

Travis County Judge
Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege
Printed Name

Hazardous Materials Team Coordinator
Title

13. Check box if letters of support are attached.

Instructions

Capital Area Council of Governments Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

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Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From: 10/1/2012	To: 11/30/2014	
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		40,000				40,000
Indirect Costs:						0
Total:	0	40,000	0	0	0	40,000
FTEs:						0.00

Auditor's Office Review: X	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: X	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Replace Level A CPC	Yes					Yes
Outcome Impact Description	Replace expired / end-of-life level A hazmat suits with level A suits appropriate to mission specific tasks.					
Outcome Impact Description						

45

PBO Recommendation:

PBO concurs with proceeding with this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the replacement of Chemical Protective Clothing. Current manufacture recommendations suggest a service life of 7 years. Many of the Travis County Level A suits have reached or exceeded the 7 year lifespan and need replacement.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Travis County Office of Emergency Management has provided the Chemical Protective Clothing for the Travis County Hazmat Team since its inception and will continue to replace Personal Protective Equipment to ensure responder safety.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

46

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:	Travis County
Point of Contact:	Pete Baldwin
Title:	Emergency Manager
Phone:	512-974-0472
Email:	Pete.Baldwin@austintexas.gov

1. Project Name *(Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.)*

Travis County – Sustainment of Level A PPE.

2. Needs to be addressed by this project *(How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)*

The Travis County Hazardous Materials Response Team utilizes a variety of personal protective equipment as a basic component of WMD/Hazmat response. These 'basics' have been utilized since the creation of the team and is now at it's end-of-life, or otherwise unsupported by the manufacturer.

3. Project Description *(How will the needs be met?)*

This project will replace Level-A PPE that has reached it's end of life.

4. New or Existing project? *(Select.)*

- New project
- Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)
- Emergency (Describe circumstances in "Notes" field.)

Notes

This project does not create a new program or service within the Travis County Hazardous Materials Team. It's scope is strictly limited to continuing the current level of services by replacing basic necessities to hazmat operations.

5. Regional Impact *(Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.)?*

The Travis County Hazardous Materials Response Team is a component of the regional CBRNE strike team. Maintaining operational PPE and resources is necessary to ensure regional response capability. Appropriate

CPC is the first line of defense when responding to a terrorist attack and critical to assessing the threat to public safety.

6. Project Scalability (Explain whether this project is being done as a single component or in phases.)

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

7. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

Much of the equipment for the Travis County Hazardous Materials Team has reached its end-of-life. During the service life of this equipment, the Travis County Hazmat Team ensured that our Chemical Protective Clothing was functional, pressure tested, and service tested as required by NFPA, OSHA, EPA, and Manufacturer Recommendations. CPC is tested in house and requires minimal external funds to maintain during the service life..

8. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.")

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
replace level A suit inventory (10 years old)		Equipment	20	2000	\$ 40000.00
		Equipment			\$ 0
		Equipment			\$.00
		Equipment			\$ 0
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					
Total (Right click \$ field. Select "Update Field.")					\$40000.00

9. Is this project part of a multi-jurisdiction project? (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

Jurisdiction

The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6, Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.

49

10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	20%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0.00%
Fire Service	20%
Hazardous Materials	60%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	0.00%
Public Health	0.00%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	10
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	10
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	30.00

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe

Printed Name

Travis County Judge

Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege

Printed Name

Hazardous Materials Team Coordinator

Title

13. Check box if letters of support are attached.

Instructions Capital Area Council of Governments Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

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Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:		8,500				8,500
Capital Equipment:		25,000				25,000
Indirect Costs:						0
Total:	0	33,500	0	0	0	33,500
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Purchase isotope identifier	Yes					Yes
Outcome Impact Description	Purchase Radiological Isotope Identifier to completes final equipment needs for qualification as Type I Hazmat Response Team.					
Outcome Impact Description						
Outcome Impact Description						

54

PBO Recommendation:

PBO concurs with proceeding with this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the purchase of a radiological isotope identifier. Currently the Travis County Hazardous Materials Team can detect the presence of radiological materials but are unable to identify the exact isotope of the material to properly asses risk. In addition, this piece of equipment completes the equipment list for certification as a Type 1 Hazardous Materials Response Team.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

A radiological isotope identifier can utilize a partnership program for service, maintenance, and calibration for approximatly \$1,000 a year. Travis County Office of Emergency Management has provided the maintenance contracts for the detection equipment since its purchase and will continue to do so.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our abiltiy to provide matching funds, and the County must affirm in the application and indiate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.

56



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:	Travis County	
Point of Contact:	Pete Baldwin	
Title:	Emergency Manager	
Phone:	512-974-0472	
Email:	Pete.Baldwin@austintexas.gov	

1. Project Name (*Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.*)

Travis County – Radiological Isotope Identifier

2. Needs to be addressed by this project (*How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.*)

The Travis County Hazardous Materials Response Team is listed as a FEMA type II hazmat team. The team only lacks a radiological isotope identifier to meet the qualifications as a FEMA type I response team.

3. Project Description (*How will the needs be met?.*)

Purchase a Radiological Isotope Identifier and provide training to the team in its operation

4. New or Existing project? (*Select.*)

New project

Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)

Emergency (Describe circumstances in "Notes" field.)

Notes

5. Regional Impact (*Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.?)*)

The Travis County Hazardous Materials Response Team is a component of the regional CBRNE strike team. A Radiological Isotope Identifier would be an available response resource to any of the counties in the CAPCOG region. An isotope identifier can be used in searching for stolen radiological sources, identifying the type of radiological sources(s) used in a dirty bomb device, and provide graphical data for use in pinpointing a radiological source.

6. Project Scalability (Explain whether this project is being done as a single component or in phases.)

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

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7. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

The projected Radiological Isotope Identifier does not require regular calibration. This is a very robust system that self-calibrates with each use.
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8. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment.").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Isotope Identifier		Equipment	1	25000	\$ 25000.00
Training		Training	1	3500	\$ 3500.00
5 year partnership program		Equipment	1	5000	\$ 5000.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					
Total (Right click \$ field. Select "Update Field.")					\$33500.00

9. Is this project part of a multi-jurisdiction project? (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

58

Jurisdiction

The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6, Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.

10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	10%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0%
Fire Service	10%
Hazardous Materials	50%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	10%
Public Health	20%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	6
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	8
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	24.00

59

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe
Printed Name

Travis County Judge
Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege
Printed Name

Hazardous Materials Team Coordinator
Title

13. Check box if letters of support are attached.

Instructions

Capital Area Council of Governments Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

61

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

62

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Office of Emergency Management
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator
Phone Number:	974-0472

Grant Title:	Homeland Security Grant Program - State Homeland Security Program		
Grant Period:	From:	10/1/2012	To: 11/30/2014
Grantor:	Governor's Division of Emergency Management		

Check One:	New: <input checked="" type="checkbox"/>	Continuation: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						0
Operating:						0
Capital Equipment:		8,000				8,000
Indirect Costs:						0
Total:	0	8,000	0	0	0	8,000
FTEs:						0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: <u>DB</u>
Auditor's Office Comments: Complex	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/31/13	9/30/13	
Applicable Depart. Measures						
Measures For Grant						
Purchase low-level dosimeters	Yes					Yes
Outcome Impact Description	Low-Level Radiological Dosimeters will appropriately estimate exposures to responders from actions taken around radiological sources. These units will also appropriately alert responders to radiological sources at unknown hazmat incidents.					
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding with this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

This grant is to provide for the purchase of dosimeters capable of detecting low level radiological sources. The detection of low level radiological sources is essential in assessment during response to unknown hazardous materials incidents.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

Travis County Office of Emergency Management has provided for maintenance of detection equipment since its purchase and will continue to do so.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

CAPCOG advised that grant matching requirements are not expected for the FY2012 HSGP. Any matching funds that could unexpectedly be required would be reviewed and internal operating funds would be identified to possibly provide such a match.

The application states that the grant may be contingent upon our ability to provide matching funds, and the County must affirm in the application and indicate the source of the matching funds. Again, the application does not speak to the use of in-kind match so a "worst case scenario" of cash match has been utilized.

If the guidance for matching funds comes in time for the FY13 budget process, that option will be reviewed. Should internal funds not be available, the matter would be brought before the Commissioners' Court for consideration of whether other funds would be available or prudent to utilize for this purpose.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Travis County OEM is currently seeking renewal funds for the next cycle and is committed to the project for the future.

6. If this is a new program, please provide information why the County should expand into this area.

64

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow Travis County to continue to support the Travis County Hazmat Team as it has done in the past.

65



Capital Area Council of Governments Homeland Security Grant Program Project Worksheet—FY 2012

NOTE: This worksheet is saved and protected as a form; areas are navigated by tabbing from one text field to the next. To tab back to a previous field, press Shift + Tab. The boxes for text fields will expand if necessary as you type.

Applicant/Jurisdiction:

Travis County

Point of Contact:

Pete Baldwin

Title:

Emergency Manager

Phone:

512-974-0472

Email:

Pete.Baldwin@austintexas.gov

1. Project Name (*Be concise, yet descriptive. Begin with the name of the jurisdiction/agency.*)

Travis County – Radiological dosimeters

2. Needs to be addressed by this project (*How does this project support preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.*)

The Travis County Hazardous Materials Response Team currently maintains an assortment of high-level dosimeters for use in radiological and unknown hazmat incidents. These dosimeters do not perform adequately when working around low-level radioactive sources. During unknown hazmat incidents it is essential to be able to quickly recognize the presence of low-level radioactive sources.

3. Project Description (*How will the needs be met?*)

Purchase 8 dosimeters capable of detecting low level radiological sources.

4. New or Existing project? (*Select.*)

New project

Existing project (Describe how this is an enhancement, expansion, addition, etc. of an existing project in "Notes" field.)

Emergency (Describe circumstances in "Notes" field.)

Notes

5. Regional Impact (*Identify the investment strategies addressed by the project. How does this project enhance regional preparedness to deal with acts of terrorism? If it supports preparedness to deal with other hazards, please explain.?)*)

This project has been identified as a regional weakness and all teams are currently looking to add this enhanced capability.

6. Project Scalability (Explain whether this project is being done as a single component or in phases.)

One-time project

Phased project (Describe previous funding in "Notes" field.)

Notes:

7. Project Sustainability (Explain your jurisdiction's plan for sustaining this project—maintenance, upgrades, calibration, etc.)

The projected Radiological Isotope Identifier does not require regular calibration. This is a very robust system that self-calibrates with each use and utilizes inexpensive alkaline batteries for operation..

8. Budget (Include as much detail as possible):

The expenditure categories are Equipment, Planning, Organization, Training, and Exercises. These may be chosen from the drop-down list (the default is "Equipment. ").

Management and Administration (M&A) Limits – a maximum of up to 3% of project funds requested may be retained and used solely for the management and administration purposes associated with the grant.

Item	AEL Code (if available)	Category (Select)	Quantity	Unit cost	Total (Calculated)
Dosimeters		Equipment	8	1000	\$ 8000.00
		Training			\$
		Equipment			\$
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
		Equipment			\$ 0.00
M&A (if applicable, not to exceed 3%)					
Total (Right click \$ field. Select "Update Field.")					\$8000.00

9. Is this project part of a multi-jurisdiction project? (Check box if "Yes.")

If "Yes," list the other participating jurisdictions.

67

Jurisdiction
The Travis County Hazardous Materials Response Team is comprised of multiple agencies including: Travis County ESD2, Travis County ESD3, Travis County ESD6, Travis County ESD8, Travis County ESD9, Travis County Sheriffs Office, Austin/Travis County EMS.

10. Disciplines Involved in the Project (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

Discipline	Percentage of Project \$
Agriculture	0.00%
Law Enforcement	10%
Emergency Medical Services - Non-Fire Based	0.00%
Emergency Medical Services - Fire Based	0%
Fire Service	10%
Hazardous Materials	50%
Public Works	0.00%
Public Safety Communications	0.00%
Health Care	0.00%
Emergency Management Agency	10%
Public Health	20%
Governmental Administrative	0.00%
Cyber Security	0.00%
Not for Profit/Non-Profit	0.00%
Regional Transit System	0.00%

11. Risk Assessment for this Project (Please use the following fields to assess the risk of terrorism to the area in which this project will be implemented—region, jurisdiction, area, facility, etc.):

Criteria	Rank
Threat: What is the likelihood of an attack occurring? (Unlikely = 1; Very likely = 10)	6
Vulnerability: What is the relative exposure to an attack? (Little or no exposure = 1, Very vulnerable = 10)	10
Consequence: What is the expected impact of an attack? (No significant effects = 1, Major effects = 10)	8
Total Risk (Right click bottom field in "Rank" column. Select "Update Field.")	24.00

les

12. Signature of Authorizing Chief Official

This signature certifies that the requestor understands the requirements, procedures, and deliverables, coinciding with this request for funding and has the authority to represent the governing body of this organization.

Authorizing Chief Official

Date

Samuel T. Biscoe

Printed Name

Travis County Judge

Title

Signature of Project Manager

The following person is authorized to receive direction, manage work performed, complete and sign required reports, and otherwise act on behalf of the jurisdiction for this project.

Project Manager

Date

Preston Doege

Printed Name

Hazardous Materials Team Coordinator

Title

13. Check box if letters of support are attached.

69

Instructions

Capital Area Council of Governments Grant Project Worksheet—FY 2012

Applicant organization/jurisdiction and Point of Contact

Enter the name of the applicant. Enter name of the Point of Contact, or person completing the worksheet, and appropriate contact information.

1. Project Name

Please provide a unique name that will easily identify the project. Begin the name with your jurisdiction's name.

2. Needs to be addressed by this project

Explain the benefit(s) to be gained by this project. Be concise but comprehensive. This should justify the expenditure of funds.

3. Project Description

Describe the scope of this project. Include a description of what project funds will pay for—equipment, services, personnel, etc.. Relate project activities to the identified needs—outline the expected achievements or mitigation if implemented, and/or potential negative impacts that will occur if the project is not implemented. For Citizen Corps, strike teams, etc., please indicate the number of members.

4. New or Existing Project and Notes

Please identify whether this is a new or existing project, and if the project is intended to address an emergency need. If new, a brief summary of the entire program should be provided in the Notes field. Why and how the project is an emergency should also be explained in the Notes field, if applicable.

5. Regional Impact

Describe the benefit to the region as a result of this project. Does it facilitate regional response, interoperable communications, enhance mutual aid capabilities, bring jurisdictions to similar equipment standards, etc.?

6. Project Scalability and Notes

Please identify whether this is a one-time project, or may be part of a phased project. If applicable, a brief summary of other phases of the project should be provided in the Notes field.

7. Project Sustainability and Notes

Explain how your jurisdiction will ensure that this project continues to provide value after the initial expenditure of funds. This includes maintenance, upgrades, calibration of equipment, training, etc.

8. Budget

Enter proposed budget info to the extent that it is available. Be conservative in your estimates but do not overstate anticipated costs. Select the expenditure category from the drop-down list (The default is "Equipment."). The totals for each line and for the project are calculated. When all costs are entered, right-click on the \$ field (bottom right) and select "Update Field" to calculate the totals.

9. Multi-jurisdiction Project

Check the box if this project is part of a multi-jurisdiction project and list the other participating jurisdictions in the space provided. Each of the participating jurisdictions must complete a separate project worksheet if they are to receive funding.

10. Disciplines Involved in the Project

Allocate the total budget across any and all disciplines that will be involved in the project, i.e., law enforcement, EMS, general government, etc.

11. Risk Assessment for this Project

The state is requiring that projects be prioritized based upon terrorism-related risk. CAPCOG has determined that this prioritization will be applied at the jurisdiction level, not across the region as a whole. For the purpose of this assessment, the three criteria identified in federal and state guidance documents will be used. For each of the criteria, enter the value that best reflects the degree to which the proposed project will mitigate the effects of terrorism. Please remember that this scoring is based upon the area within which the proposed project will be implemented. If this project is strictly limited to a particular jurisdiction or facility, base your answers on that jurisdiction/facility. If the project will be regional in its scope, use the entire region as the basis for your assessment.

When all criteria have been scored, right click on the "Total" field (bottom right) and select "Update Field" to calculate the totals. This figure should be compared to the other projects being submitted by your jurisdiction to arrive at the prioritization of your jurisdiction's projects. As part of the process for developing a prioritized list of projects for the region, it may be compared to the score for other projects.

12. Signatures

Signature of the authorizing chief official is required before the project is submitted to CAPCOG. This can be the county judge, mayor, city manager, chief executive officer or someone authorized to do so by one of the above. The project manager and the contact for the project worksheet may be the same individual.

13. Letters of Support

Letters from organizations supporting the project may be attached to this form. Letters must be no more than two (2) pages in length and clearly identify the organization that is supporting the project.

Note: The State Administrative Agency is expected to require additional information prior to approval of projects. This information will be requested only for those projects that have some expectation of being funded.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	58/57	
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist	
Phone Number:	854-4594	

Grant Title:	DOE Weatherization Assistance Program				
Grant Period:	From:	4/01/2011	To:	03/31/2012	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Texas Department of Housing & Community Affairs (TDHCA)				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U. S. Department of Energy				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	59,295	0	0	0	\$59,295
Operating:	132,161	0	0	0	\$132,161
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	21,156	0	0	0	\$21,156
Total:	\$212,612	\$0	\$0	\$0	\$212,612
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	0

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP, Home Repair and ARRA)	510					510
Measures For Grant						
# of Households receiving DOE Weatherization Assistance Program	22					22
Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This grant contract will provide HHS&VS with \$212,612 in federal pass through funds to assist Travis County residents at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs. The department expects to assist 22 households with these grant funds.

There is no grant match requirement and all grant funds are for operating expenditures. PBO recommends approval of this contract.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

73

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$21,156) at the rate of 10% of the total allowable expenditures excluding funds for travel and training (\$1,050).

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant funding. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, weatherization services and basic needs services. A residence may be assisted with this DOE program in conjunction with the LIHEAP weatherization grant program funding when needed to complete the weatherization tasks.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115**

Date: December 22, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2011 – 12 DOE Weatherization Assistance Program
Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the DOE Weatherization Assistance Program for 2011 - 12.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$212,612. The DOE grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, and addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will be able to use the DOE funds for administration, materials, labor, insurance, single audits costs and training. The funds for materials will be budgeted in the line items for contracted services and supplies and

75

funding for labor will be budgeted in the corresponding salary and benefit line items. The insurance, training, single audit costs and administrative costs will be budgeted in the corresponding insurance, travel, training, audit, and administrative line items. No matching funds are required for this grant. This contract period is 04/01/11 through 03/31/12.

Issues and Opportunities: We were able to provide weatherization services for 31 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leroy Nellis, Interim County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst, Planning and Budget Office
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst III, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., Travis County Purchasing Agent
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

76

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER. 56110001224 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

SECTION 1. PARTIES TO CONTRACT

This contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient"). The term of this Contract shall be for the period identified under Attachment A - Budget and Performance Document (hereinafter the "Attachment A").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is April 01, 2011 through March 31, 2012 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the budget described in Attachment A of this Contract. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to households with elderly, persons with disabilities, households with young children that are age five (5) or younger, and/or households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.); the U.S. Department of Energy (DOE) regulations codified in 10 C.F.R. Parts 440 and 600; any applicable Office of Management and Budget (OMB) Circulars; the Texas DOE WAP State Plan; State weatherization regulations; Texas Administrative Code: 10 TAC §5.10-§5.20; §5.501-§5.508; §5.521-§5.532; and §5.601-§5.609. The International Residential Code; International Energy Conservation Code; or in accordance with jurisdictions authorized by State law to adopt later editions; and the terms of this Contract.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in Attachment A of this Contract.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate federal funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in 10 C.F.R. §440.22;
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with WAP funds, except as provided for in 10 C.F.R. §440.18(e)(2);
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 9 of this Contract;
 - (5) is not incurred during the Contract term;

77

- (6) is not reported to Department on a monthly DOE expenditure report and/or a monthly DOE performance report, within sixty (60) days of the termination of the Contract term;
- (7) is subject to reimbursement by a source other than Department; or
- (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to, those enumerated in this Contract.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other contract between the parties.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of WAP funds under Attachment A by submitting a monthly expenditure Report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30 day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.

C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.

D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible recipients of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 9 of this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards, 1 T.A.C. § 5.141 et seq. (the "Uniform Grant Management Standards"); all references therein to "local government" shall be construed to mean Subrecipient. Uniform cost principles for local governments are set forth in OMB Circular No. 87, and for non-profits in OMB Circular No. 122. Uniform administrative requirements for local governments are set forth in OMB Circular No. 102 and for non-profits in OMB Circular No. 110.

SECTION 7. USE OF ALCOHOLIC BEVERAGES

None of the funds provided under this Contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this Contract shall be used for the purchase of alcoholic beverages.

SECTION 8. TERMINATION AND SUSPENSION

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any state weatherization regulation and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during the suspension of this Contract. The termination or suspension of this Contract notwithstanding, Subrecipient shall not be relieved of any liability for damages due to Department by virtue of any prior or future breach of this Contract by Subrecipient. Department may withhold any payment otherwise due to Subrecipient until such time as the exact amount of damages owed to Department by Subrecipient is determined and paid.

SECTION 9. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in 10 C.F.R. §440.18, subject to the limitations and exceptions set forth in this Section.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in 10 C.F.R. Part 440, Appendix A, State of Texas adopted International Residential Code (IRC) or in accordance with jurisdictions authorized by State law to adopt later editions.

Allowable WAP expenditures under Attachment A include:

- (1) purchase and delivery of weatherization materials as defined in 10 C.F.R. §440.3, but not to include storm doors;
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with SIR of one or greater in accordance with 10 C.F.R. §440.19;
- (3) weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (6) maintenance of tools and equipment;
- (7) purchase or lease of tools, equipment, and vehicles (purchase of vehicles must be approved in advance by DOE);
- (8) employment of on-site supervisory personnel;
- (9) storage of weatherization materials, tools, and equipment;

- (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under Attachment A shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one (1) or greater on the approved State of Texas Energy Audit.);
 - (11) allowable health and safety measures; and
 - (12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.
- C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Attachment A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / DOE Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.
- D. The cost of liability insurance for the weatherization program for personal injury and for property damage, not to exceed Two Thousand Dollars (\$2,000.00) shall be an allowable WAP expenditure under Attachment A. Subrecipient may request in writing a waiver of the limit on liability insurance. The waiver request must provide price quotes from at least three (3) insurance carriers. If subrecipient is allowed to waive the liability insurance limit, amounts in excess of the \$2,000 may be charged to the administrative or program support category. The liability insurance category has increased to enable subrecipient to purchase pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to ensure that lead is covered and if not, secure adequate coverage for all units to be weatherized. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent contractors or the independent contractors must obtain the coverage. Note: The pollution occurrence insurance is based on the number of units the subrecipient plans to weatherize with all of the different funding sources, i.e., LIHEAP and DOE.
- E. Fiscal audit expenses for the weatherization program not to exceed One Thousand Dollars (\$1,000.00) shall be allowed under Attachment A, subject to Section 15.
- F. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 10. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall comply with the record keeping requirements set forth at 10 C.F.R. §440.24 and with such additional record keeping requirements as specified by Department.
- B. For each dwelling unit weatherized with funds received from WAP under this Contract, Subrecipient shall maintain a file containing the following information:
 - (1) signed and completed Application for Weatherization Services indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;
 - (2) 12 month customer billing history for utilities or consumption disclosure release form;

- (3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in 10 C.F.R. §440.22. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; effective January 1, 2005, all new applications must have proof of income or Declaration of Income Statement for the previous 30 days;
- (4) BWR to include certification of final inspection;
- (5) invoices of materials purchased and/or inventory removal sheets;
- (6) invoices of labor;
- (7) if a rental unit, landlord agreement form (including Exhibits A and B), landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website.
- (8) Self-help Certification (Department form), if applicable;
- (9) Notice of Denial (Department form), if applicable;
- (10) Signed and dated Building Assessment form, to include at a minimum, existing efficiencies of all heating and cooling appliances;
- (11) Attic Inspection (local design allowed);
- (12) Wall Inspection (local design allowed);
- (13) Justification for Omission of Priorities (local design allowed), if applicable;
- (14) Documentation of pre weatherization carbon monoxide readings for all combustible appliances.;
- (15) Documentation of post weatherization carbon monoxide readings for all combustible appliances.
- (16) Blower Door Data Sheet;
- (17) Copy of the cover sheet, SIR page, and Suggested Repairs and Measures page for the approved State of Texas Energy Audit;
- (18) A complete approved State of Texas Energy Audit on disk and a disk back-up for all units weatherized (unless using computer based audit);
- (19) Signed client receipt of Lead Safe Information (for homes built in 1978 or prior); and
- (20) Refrigerator replacement form (if applicable).

WAP unit files for this Contract shall be kept separate from LIHEAP WAP files and each shall be identified with contract year number followed by "DOE-WAP".

- C. Materials standards documentation for weatherization materials purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A of 10 CFR 440.
- D. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.
- E. All WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act, TEXAS GOVERNMENT CODE ANNOTATED. Chapter 552.
- F. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 11. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.
- B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term of this Contract a final expenditure and programmatic report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program contracts. The inventory shall reflect the vehicles, tools, and equipment on hand as of the last day of the Contract term.
- D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to 10 C.F.R. §440.25, or by Department.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives Weatherization Program funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract term.

SECTION 12. CHANGES AND AMENDMENTS

Any change in the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation and subrecipient is on constructive notice of this change whether actual notice is provided. Except as otherwise specifically provided herein any other change in the terms of this Contract shall be by amendment in writing and signed by both parties to this Contract.

SECTION 13. NON-BINDING GUIDANCE

Department may issue non-binding guidance to explain the rules and provide directions on the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 15. PROCUREMENT STANDARDS & SUBCONTRACTS

- A. Subrecipient shall develop and implement procurement procedures, which conform to the uniform administrative requirements referenced in Section 6 of this Contract. Subrecipient shall not procure supplies, equipment, materials, or services for this Contract except in accordance with its procurement procedures and the Texas Administrative Code: 10 TAC §5.10-§5.12 and §5.608. All procurement contracts, other than "small purchases" shall be in writing and shall contain the required provisions. Subrecipient must obtain advance written permission from DOE through Department before purchasing any vehicle. Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

- B. Subrecipient shall ensure that its subcontractors comply with all applicable terms of this Contract as if the performance rendered by the subcontractor was being rendered by Subrecipient. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- C. It is the sole responsibility of Subrecipient's authorized weatherization staff to perform every initial assessment, every approved State of Texas Energy Audit, and every final inspection. In an emergency situation, Subrecipient may request in writing that the Department waive this requirement. The Department will review each request separately to determine whether a waiver will be granted, the conditions for the waiver, and the maximum time allotted for the waiver. Under no circumstances will a waiver be granted for longer than six months. Failure to strictly adhere to this policy will result in disallowed costs.

SECTION 16. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - (1) Subrecipients expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided, however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report from Subrecipient, as determined by Department.
 - (3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department (2 to Portfolio Monitoring and Compliance and 1 to Community Affairs Division) within the earlier of thirty (30) days after the receipt of the auditor's report(s) or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 - (4) The audit report must include verification of all expenditures by budget category, in accordance with "Attachment A-Budget" of this contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.
- C. Subsection A of this Section 16 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

- F. Subrecipient shall procure audit services by a process approved by the Commissioners Court provided that the process meets the requirements of OMB A-133 and all other applicable state and federal laws. County will make every effort to ensure that the external auditor provides audit documentation, including the following: The auditor shall retain working papers and reports for a minimum of the three years after the date of issuance of the auditor's report to the auditee/ Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Grant Period, Subrecipient must submit an "Audit Certification Form (available from the Department) within sixty (60) days after the Subrecipients's fiscal year end.

SECTION 17. PROPERTY MANAGEMENT

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.
- B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program contract except in accordance with its own property management system.
- C. Upon termination or non-renewal of this contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
- 1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - 2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand Dollars (\$5,000) or more.
- E. In addition to the inventory of vehicles, tools, and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 18. INSURANCE REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient may obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient shall review existing policies to ensure that lead contamination is covered and if not, secure adequate coverage for all units to be weatherized. Additional liability insurance costs may be paid from administrative or program support categories. The Department strongly recommends the subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all contracting independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 19. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 20. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct periodic desk and on-site monitoring to evaluate the efficiency, economy, and effectiveness of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide technical assistance to Subrecipient and may request changes in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Subrecipient may be required by Department to return to dwelling units to correct identified problems. Department may further review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may withhold funds, place Subrecipient on a cost reimbursement basis, deobligate funds, suspend performance, terminate this Contract, or invoke other remedies in the event monitoring reveals material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within a reasonable period of time.

SECTION 21. LEGAL AUTHORITY

- A. Subrecipient represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform under this Contract.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to bind Subrecipient to all terms herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, subrecipient is liable to Department for any money it has received for performance of the provisions of this Contract.

SECTION 22. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.
- D. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. HB 1196 CERTIFICATION

Subrecipient / Local Operator certifies that it, or a branch, division, or department of Subrecipient / Local Operator does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient / Local Operator, or a branch, division, or department of Subrecipient / Local Operator is convicted of a violation under 8 U.S.C. Section 1324a, Subrecipient / Local Operator shall repay the public subsidy with interest, at a rate of 5% per annum, not later than the 120th day after the date TDHCA notifies Subrecipient / Local Operator of the violation.

SECTION 24. SB 608 CERTIFICATION

Under Section 2261.053, Texas Government Code, Subrecipient / Local Operator certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this Contract and that no person having such interest shall be employed by Subrecipient or appointed as a member of Subrecipient's governing body.

- B. Subrecipient shall establish safeguards to prohibit its 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.
- C. Subrecipient agrees that it will comply with TEX. GOV'T CODE ANN. Chapter 573 by ensuring that no officer, employee, or member of the governing body of Subrecipient shall vote for or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the continued employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

SECTION 26. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, Subrecipient shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions. No state funds may be given to persons who are required to register under TX GOV'T CODE ANN. 305.
- D. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground(s) of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract.

SECTION 28. SPECIAL COMPLIANCE PROVISIONS

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in 10 C.F.R. Part 600.

SECTION 29. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. Training and technical assistance funds shall be used for State sponsored, DOE sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with the Texas Administrative Code: 10 TAC §5.532. For Training & Technical Assistance other than State or DOE sponsored, Subrecipient must receive prior written approval from the Department.
- B. Allowable travel costs under this Contract shall be determined in accordance with OMB Circulars A-122 or A-87, as applicable, any Department Issuance on travel, and with Subrecipient's written travel policy. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees. Prior to incurring any costs for travel, subrecipient must provide Department with a copy of its travel policy and evidence that such policy has been approved by Subrecipient's governing body. If Subrecipient has no established written travel policy, the travel regulations applicable to Department employees shall apply.
- C. Department may, from time to time, provide funds in this category that are for the sole purpose of purchasing designated weatherization equipment.

SECTION 30. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

SECTION 31. DEBARRED AND SUSPENDED PARTIES

- (1) Subrecipient must not make any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension and 45 CFR Part 76."
- (2) Subrecipient certifies that neither it or its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.
- (4) Subrecipient shall include in any subcontracts that failure to adequately perform under this Contract may result in penalties up to and including Debarment from performing additional work for the Department.

SECTION 32. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 33. PRIOR ORAL AND WRITTEN AGREEMENTS

All prior oral or written agreements between the parties hereto relating to the subject matter of this Contract have been reduced to writing and are contained herein.

SECTION 34. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SECTION 35. HISTORICAL PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of 16 U.S.C. 470 the National Historic Preservation Act (NHPA). The Department has provided guidance through the Memorandum of Understanding with the Texas Historical Commission posted on the Department website.

SIGNED this day of

Travis County

BY: _____ on _____
Travis County Judge, Samuel T. Biscoe Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 56110001224 FOR THE
DOE WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 81.042)

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Travis County

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 211,562.00</u>	DOE WAP FUNDS CURRENTLY AVAILABLE
<u>\$ 1,050.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 211,562.00</u>	TOTAL ANTICIPATED DOE WAP FUNDS
<u>\$ 1,050.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	FUNDS
² Administration	\$ 21,156.00
³ Liability / Pollution Occurrence Insurance	\$ 5,457.00
Fiscal Audit	\$ 800.00
Materials / Program Support / Labor	\$ 147,319.00
⁴ Health and Safety	\$ 36,830.00
SUB-TOTAL	\$ 211,562.00
⁵ Training and Technical Assistance	\$ 1,050.00
TOTAL	\$ 212,612.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. Only those written request(s) from the subrecipients received at least 90 days prior to the end of the contract term will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.

² Denotes maximum for administration based on 10.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$2,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed \$6,572.00 without prior written approval from the Department.

By signing this Contract the parties expressly understand and agree to the terms set forth word for word therein. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

Effective Date of Budget: 04/01/2011

Travis County

BY: _____ on _____ Date
Travis County Judge, Samuel T. Biscoe

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

This Contract is not effective unless signed by the Executive Director of the Department or their authorized designee.

91