



Travis County Commissioners Court Agenda Request

Meeting Date: 07/08/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039

Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

- A. New grant application to the March of Dimes to expand and enhance the Becoming a Mom program for pregnant women incarcerated at the Travis County Correctional Complex in the Travis County Sheriff's Office; and
- B. New advance funding agreement with Texas Department of Transportation and related interlocal with the City of Austin to receive resources for the Decker Lane Sidewalk Project to be managed by the Transportation and Natural Resources Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application to support the Pregnancy and Breastfeeding Support Program in the Travis County Sheriff's Office. Item B is an advance funding agreement and related interlocal agreement for a sidewalk improvement project in the Transportation and Natural Resources Department.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

No County match is required for Item A. Item B requires a 20% match totaling \$382,495. However, this match will be split evenly between the County and the City of Austin pending the approval of the related interlocal agreement. TNR has requested approval to apply a portion of Precinct One's 2001 Bond Proposition 1 savings and investment revenue allocation to fund the County's portion of the match totaling \$191,247.50.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio

County Judge's Office

David Salazar

TRAVIS COUNTY

7/8/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
FY 2014

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 #
A	137 Becoming a Mom	10/01/14 - 09/30/15	\$9,975	\$0	\$0	\$0	\$9,975	0.00	R	MC	11
Contracts											
B	149 Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	\$1,529,977	\$382,495	\$0	\$0	\$1,912,472	0.00	R	MC	31

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 2014 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, 2013, 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
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/15	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	\$184,020	\$0	\$0	\$0	\$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	\$122,813	\$0	\$0	\$0	\$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	\$82,123	\$0	\$0	\$0	\$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	\$241,596	\$26,844	\$0	\$0	\$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$110,745	\$0	\$0	\$0	\$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	\$197,000	\$0	\$0	\$0	\$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	\$75,822	\$0	\$0	\$0	\$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	\$242,175	\$0	\$0	\$0	\$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$142,657	\$0	\$0	\$0	\$142,657	0.00	2/25/2014

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The following is a list of grants for which application has been submitted since October 1, 2013, 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
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	\$17,338	\$17,338	\$0	\$0	\$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	\$2,000,000	\$3,301,450	\$0	\$0	\$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$618,816	\$333,209	\$0	\$0	\$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	\$599,941	\$0	\$0	\$0	\$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	\$349,376	\$0	\$0	\$0	\$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$188,510	\$62,841	\$0	\$0	\$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	\$24,484	\$0	\$0	\$0	\$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	\$973,494	\$134,925	\$143,986	\$153,522	\$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	\$585	\$0	\$0	\$0	\$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	\$717,516	\$175,862	\$0	\$0	\$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	\$286,053	\$0	\$0	\$0	\$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$483,085	\$0	\$0	\$0	\$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	\$3,905,612	\$1,301,871	\$0	\$0	\$5,207,483	0.00	5/13/2014

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Grant Applications Approved by Commissioners Court**

The following is a list of grants for which application has been submitted since October 1, 2013, 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
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	\$1,934,797	\$644,933	\$0	\$0	\$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	\$3,323,055	\$1,107,685	\$0	\$0	\$4,430,740	0.00	6/17/2014
137	2014 Vision Summit	01/01/14 - 12/31/14	\$41,892	\$0	\$0	\$0	\$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	\$150,000	\$50,000	\$0	\$0	\$200,000	0.90	7/1/2014
			\$17,947,672	\$7,802,100	\$187,437	\$226,610	\$26,163,819	69.03	

*Amended from original agreement.

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Grants Approved by Commissioners Court**

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

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145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	\$578,449	\$99,779	\$0	\$0	\$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$142,933	\$47,644	\$0	\$0	\$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	\$483,085	\$0	\$0	\$0	\$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	\$14,282	\$0	\$0	\$0	\$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	\$12,000	\$0	\$0	\$0	\$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$44,000	\$0	\$0	\$0	\$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	\$6,000	\$0	\$0	\$0	\$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$20,000	\$0	\$0	\$0	\$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	\$25,000	\$0	\$0	\$0	\$25,000	0.00	1/7/2014

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**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

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137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	\$20,100	\$7,033	\$0	\$0	\$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	\$80,260	\$0	\$0	\$0	\$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	\$111,075	\$0	\$37,025	\$0	\$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	\$100,000	\$0	\$0	\$0	\$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	\$550,000	\$0	\$0	\$183,333	\$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	\$1,494,376	\$0	\$0	\$0	\$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	\$40,000	\$0	\$0	\$0	\$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	\$307,204	\$0	\$0	\$0	\$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$25,070	\$0	\$0	\$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	\$2,302,248	\$0	\$0	\$0	\$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	\$536,639	\$0	\$0	\$0	\$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	\$37,450	\$0	\$0	\$0	\$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	\$9,721	\$0	\$0	\$0	\$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	\$292,671	\$500,191	\$0	\$0	\$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	5/27/2014

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117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	\$8,500	\$0	\$7,500	\$1,000	\$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	\$20,000	\$0	\$0	\$0	\$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	\$648,914	\$0	\$0	\$0	\$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	\$43,287	\$0	\$0	\$0	\$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	\$121,806	\$0	\$0	\$0	\$121,806	0.00	6/10/2014
			\$14,322,711	\$1,643,206	\$79,164	\$184,333	\$16,229,414	120.36	

*Amended from original agreement.

FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC				Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request	PTC				
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	Yes	
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	Yes	
119	Other Victim Assistance Grant Program	09/01/13 - 08/31/14	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	Yes	
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	Yes	
124	Veterans' Court Program	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	Yes	
137	Child Abuse Victim Services Personnel Program	09/01/13 - 08/31/14	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	Yes	
142	Drug Diversion Court Program	09/01/13 - 08/31/14	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	Yes	
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/13 - 08/31/14	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	Yes	
145	Trauma Informed Assessment and Response Program	09/01/13 - 08/31/14	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	Yes	
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/13 - 08/31/14	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	Yes	
145	Texas Juvenile Justice Department Grants	09/01/13 - 08/31/14	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	Yes	
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	Yes	

**FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court**

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	Yes
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	Yes
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	Yes
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	Yes
158	Comprehensive Energy Assistance Program	01/01/14 - 12/31/14	\$63,805	\$500,000	\$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	\$0	\$200,000	\$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps**	08/01/14 - 07/31/15	\$76,112	\$0	\$76,112	4.00	9/30/2014	6/24/2014	No
Totals			\$837,730	\$707,300	\$1,545,030	133.17			

** This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	(512) 854-7508	

Grant Title:	Becoming a Mom		
Grant Period:	From: <input style="width: 100px;" type="text" value="Oct 1, 2014"/>	To:	<input style="width: 100px;" type="text" value="Sep 30, 2015"/>
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Texas Chapter March of Dimes		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:	<input style="width: 100%;" type="text"/>		

Budget Categories	Grant Funds	County Cost Share	<i>Budgeted County Contribution #595010 (Cash Match)</i>	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 9,975.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,975.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 9,975.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,975.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Increase fresh fruit & water intake	n/a	n/a	n/a	64
Outcome Impact Description		80% of all participants enrolled in the program will increase fresh fruit and water intake.			
2.	Increase knowledge on benefits of prenatal exercise	n/a	n/a	n/a	56
Outcome Impact Description		70% of all participants enrolled in yoga classes will report an increase in knowledge on the benefits of prenatal exercise.			
3.	Increase in perinatal knowledge	n/a	n/a	n/a	28
Outcome Impact Description		70% of program graduates will demonstrate an increase in their perinatal knowledge.			

PBO Recommendation:

On 4/29/2014, Commissioners Court approved an application From the Sheriff's Office (TCSO) to the March of Dimes for a \$585 to fund the purchase of educational materials for pregnant women incarcerated at the Travis County Correctional Complex. After the application was submitted, the March of Dimes contacted TCSO and requested the office submit an application for an expanded program. The new application is for \$9,975 to do the following:

- 1) group instruction using the Becoming a Mom March of Dimes curriculum, offered in an open rotation cycle to educate the maximum number of clients;
- 2) weekly prenatal yoga classes demonstrating the benefits of prenatal exercise and healthy behaviors;
- 3) lactation consultants for women giving birth while in TCSO custody to encourage and support breastfeeding to improve and sustain infant health and promote maternal bonding; and
- 4) incentives to engage and maintain participation in the form of healthy snacks during classes and body pillows to decrease pain and fatigue.

Last year 321 pregnant women were booked into Travis County Jail. If awarded, the grant proposes to serve 80 individuals, with a goal of having 40 women complete all stages of the program.

There is no match requirement and no requirement to continue the program after termination of the grant. PBO recommends approval of the application. This application replaces the prior application approved on 04/29/2014.

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 one?

While incarcerated in the Travis County Correctional Complex, inmates have opportunities to participate in programs that help them make significant transformations in their lives. During the 2013 fiscal year, 321 pregnant women were booked into jail. Most bond out in less than two weeks. While TCSO currently employs a nurse practitioner who provides pre-natal care and discusses the importance of breastfeeding for this segment of the inmate population, the weekly pregnancy support group provided to these females provides limited opportunity for education.

An award from the March of Dimes to support the Becoming a Mom/Comenzando bien program will expand and enhance this programming, providing valuable information and further promoting healthy choices. The plan for implementation includes providing the eight unique lessons on a two and a half week open rotation cycle to allow the maximum number of women to complete the program. Additionally, special prenatal yoga classes and incentives will encourage healthy behavior changes.

TCSO believes that a grant from the March of Dimes will provide an important opportunity to educate and actively promote healthy behavior changes to pregnant women who might never receive any prenatal education or care otherwise.

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

None

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.

No matching funds required.

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 Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. Upon completion of the grant period, purchased curriculum will be used with existing department resources to continue providing this educational opportunity for pregnant inmates in the TCCC.

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

Becoming a Mom/ Comenzando bien introduces new curriculum that will expand and enhance the current programming offered to the pregnant females incarcerated at the Travis County Correctional Complex.

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.

During 2013, there were 321 pregnant women incarcerated at the Travis County Correctional Complex. Those eligible, attended a weekly support group together. This grant request will offer an opportunity to expand that programming to include the evidence-based March of Dimes curriculum, Becoming A Mom. Further activities to promote healthy behaviors include weekly prenatal yoga classes for participants, and healthy snack incentives of fresh fruit. The program expects to enroll 80 pregnant women, and in spite of the short time these women are typically in custody, seeks to have 40 women complete all eight curriculum modules.

March of Dimes
Texas Chapter Grants Program
BECOMING A MOM/COMENZANDO BIEN
APPLICATION COVER SHEET – 2014



Applicant Organization:		Travis County										
Institution Type:		Professional Organization										
Address:		P.O. Box 1748										
City:		Austin			State:		Texas		Zip:		78767	
Website:		www.tcsheriff.org										
Main Phone:		(512) 854-9770				Fax:		(512) 854-9772				
Authorized Official:		County Judge Samuel T. Biscoe				Phone:		(512) 854-9555				
Email:		Sam.Biscoe@co.travis.tx.us										
Executive Director:		Sheriff Greg Hamilton				Phone:		(512) 854-9770				
Email:		Greg.Hamilton@co.travis.tx.us										
Project Coordinator:		Jennifer Scott				Phone:		(512) 854-5389				
Email:		Jennifer.Scott@co.travis.tx.us										
Project Title:		Pregnancy and Breastfeeding Support Program										
Project Goal:		Educate incarcerated women on healthy pregnancy strategies and provide breastfeeding support										
Location(s) of Proposed Services:		Travis County Correctional Complex										
Target Population: (Include race/ethnicity)		All pregnant and breastfeeding incarcerated women in the Travis County Correctional Complex										
Please indicate the positive impact that the project will measure and report on: <input checked="" type="checkbox"/> Increase in knowledge <input checked="" type="checkbox"/> Behavior change <input type="checkbox"/> Improved birth outcomes <input type="checkbox"/> Other _____												
Total unduplicated number of people to be served by this project:						80		Cost Per Individual:		\$125		
Total Amount Requested:		\$9,975.00				Year of Funding Requested: (First, Second or Third)				First		

 Samuel T. Biscoe
 Travis County Judge

 Jennifer Scott
 Social Services Program Coordinator

Project Abstract

Incarcerated women who are pregnant experience many complex challenges, including substance abuse/dependency, mental illness, poor nutrition, little previous prenatal medical care, homelessness and a lack of financial and emotional support; these issues may increase the risk for preterm labor, birth defects and infant mortality. To combat these problems, the Travis County Sheriff's Office (TCSO) is seeking \$9,975 from the March of Dimes to aid in delivering healthy pregnancy education and breastfeeding support to women incarcerated in the Travis County Jail or Correctional Complex who are pregnant.

Program components include: 1) group instruction using the *Becoming a Mom* March of Dimes curriculum, offered in an open rotation cycle to educate the maximum number of clients; 2) weekly prenatal yoga classes demonstrating the benefits of prenatal exercise and healthy behaviors; 3) lactation consultants for women giving birth while in TCSO custody to encourage and support breastfeeding to improve and sustain infant health and promote maternal bonding; and 4) incentives to engage and maintain participation in the form of healthy snacks during classes and body pillows to decrease pain and fatigue. Outcomes will be measured using March of Dimes pre and posttests to evaluate increases in healthy pregnancy education awareness, as well as behavior changes reported and documented during group sessions.

Three hundred twenty-one pregnant women were booked into Travis County Jail last fiscal year. The majority of those were released on bond within two weeks. In spite of these constraints, this project intends to serve 80 incarcerated pregnant women, with a goal of seeing 40 complete all curriculum.

Project Description

The Travis County Sheriff's Office is responsible for the safe and secure detention of people arrested in Travis County. The majority of those incarcerated are housed at the Travis County Correctional Complex located in Del Valle, Texas, housing roughly 2,300 incarcerated persons on average each day. On any given day, approximately 300 of these are females, 10 of those being pregnant. While the majority of pregnant women will bond out of jail quickly, the ones who remain may receive their first prenatal care and pregnancy education during their incarceration. TCSO employs one ob/gyn nurse practitioner who meets regularly with the women. Since January of this year, she has seen 61 women. Currently a pregnancy support program coordinator facilitates a weekly support group for those women. There is also an assigned mental health counselor who assesses the pregnant women not able to attend group due to acute/chronic symptoms of mental illness.

These three workers diligently address the host of challenges faced by incarcerated pregnant women. If awarded, this grant would allow TCSO to address the issues of mother and baby nutrition, mental health (stress reduction) and the importance of prenatal education and care for a positive birth outcome with these women. In bringing this program to the women at the Travis County Correctional Complex we seek to increase knowledge and change behavior in a way that will benefit mother and child.

It is estimated that 80 pregnant women will stay in jail long enough to attend at least one class taught by the TCSO pregnancy support coordinator utilizing the *Becoming a Mom* curriculum. Half of these women will complete eight of the *Becoming a Mom* topics and receive a graduation certificate. Due to the short length of stay in jail for this population, Sessions 1-8

of the curriculum will be offered on an open rotation cycle in order to engage the maximum number of participants. Session 9, Graduation, will not be offered as a group session. The women who complete the eight sessions will be evaluated on their curriculum knowledge through the use of standard March of Dimes pre and posttests and will show increased knowledge about healthy pregnancy.

Another challenge these women experience is a lack of quality exercise. Due to security and spatial limitations, exercise areas are located outside and with limited availability; weather can dramatically reduce the ability or desire to exercise. With this in mind, TCSO is seeking to expand its partnership with the local non-profit, Community Yoga, to provide prenatal yoga once a week. Yoga classes are available for the general male and female population on complex, but such a specialty class has never been offered at the correctional complex.

While yoga encompasses stress reduction, prenatal yoga also addresses stress reduction for the unborn baby. The pregnant women will learn the benefits of exercise, coping mechanisms for stress, and the ways of positioning themselves safely for increased strength, flexibility, and balance; all of which are important in a healthy pregnancy. The knowledge change about these benefits will be measured by a brief pre and posttest.

Less than ten women gave birth last year while incarcerated in Travis County, and these women did not have the opportunity to breastfeed their babies after returning from the hospital. The Travis County Sheriff's Office has recently approved standard operating procedures that will allow for incarcerated mothers to breastfeed their infants at the jail twice per day. With an award from the March of Dimes, lactation consultants will provide education and support to as many as ten women who need assistance during their breastfeeding

visitations. This will improve and sustain infant health and promote maternal bonding that will continue after their release from jail.

While incredibly exciting, there will be challenges to overcome throughout the grant cycle. The most obvious will be the limited amount of time TCSO will have to educate each woman about a healthy pregnancy, and not all of the women will want the education. Although snacks and exercise will form a basis for measured changes in behaviors, these elements are important strategies to entice and motivate the women to fully participate in this education program. As an additional incentive, each participant in the program will be given a body pillow purchased through this grant funding. Currently, pillows are not standard issue and pregnant women frequently report that they are unable to rest or sleep well due to hip and back soreness associated with their pregnancy. Proper sleep could have a positive impact on their pregnancy.

Even with challenges unique to an incarceration facility, TCSO firmly believes that a grant from the March of Dimes would provide a great service to pregnant women who might otherwise receive no prenatal education or care. This project provides a unique opportunity to break new ground. TCSO does not know of another similar criminal justice agency implementing a comparable project and we are excited to promote this endeavor and share our results. TCSO hosts a robust website with a page dedicated to information about inmate programs. This project would be described and promoted there. Community exposure would include reporting on efforts during the Central Texas Perinatal Coalition meetings and to The Texas Jail Project. Perhaps garnering the most exposure, TCSO would detail the project outcomes at the TCSO 3rd Annual Vision Reentry Summit in 2015; an annual conference with

attendees and presenters of correctional and social service leaders from across the nation. The results shared would be helpful for other criminal justice agencies contemplating new services for pregnant women.

While all of the results cannot be predicted at this time, progress will be monitored regularly to ensure that the objective outcomes are on track. This will be done by the pregnancy support coordinator keeping track of attendance sheets and by pre and posttests being administered and kept for each participant.

In anticipation of project startup, the pregnancy support coordinator and nurse practitioner will both familiarize themselves with the *Becoming a Mom* curriculum. Memorandums of understanding will be signed with Community Yoga and private lactation consultants upon award notification. TCSO is ready and excited about this opportunity.

March of Dimes
2014 Texas Chapter Community Grants Program
OBJECTIVES, METHODS/ACTIVITIES & OUTCOMES FORM



Project Title: Pregnancy and Breastfeeding Support Program
 Applicant: Travis County Sheriff's Office
 Grant Amount: \$9,975.00
 Contact: Jennifer Scott
 TO SUPPLEMENT (check one): Application 6 Month Report Year-End/Final Report
 Page: 1

Project Objectives (please number)* Methods/Activities To Achieve Objectives Outcome Measures	Person/Agency Responsible	Start/End Dates mm/yy -mm/yy	Number of Individuals Served/Reached/Educated	
			Goal	Actual
EVALUATION OBJECTIVE # 1 By September 31, 2015, recruit 80 women to participate in the Becoming a Mom curriculum in order to increase their perinatal knowledge. Baseline: A weekly support group, averaging 7 women, meets with staff who provide information and monitor health. No evaluation is conducted at this time.	Pregnancy Coordinator/TCSO	mm/yy -mm/yy 10/01/14-09/31/15	80	
EVALUATION METHOD: March of Dimes pre and posttest will be administered and compared to determine increase in knowledge. Daily rosters and sign-in sheets will be compiled to document participant numbers.				
1. Activity Staff will actively recruit pregnant women for program participation as they are identified coming into the jail system.	Pregnancy Coordinator/TCSO	10/01/14-09/31/15	80	
2. Activity Incentives of fresh fruit and water will be offered at each Becoming a Mom class session. (only canned fruit is currently available in the jail)	Pregnancy Coordinator/TCSO	10/01/14-09/31/15	80	
3. Activity Weekly prenatal yoga classes will be offered to the Becoming Mom program participants as an incentive to participation as well as a health benefit and opportunity for healthy behavior changes.	Pregnancy Coordinator/TCSO, in coordination with contract yoga instructor	10/01/14-09/31/15	80	
Actual Outcomes for Objective #1 (change in knowledge, behavior and/or birth outcomes - progress reports only):				

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<p>OBJECTIVE # 2 By September 31, 2015, 70% of program graduates who complete all 8 sessions of the <i>Becoming a Mom</i> curriculum will demonstrate an increase in their perinatal knowledge. (Due to average lengths of stay for this population, 40 women are expected to graduate)</p>	Pregnancy Coordinator/TCSO	10/01/14-09/31/15	40	
<p>Baseline: As each participant enters the program, a <i>Becoming a Mom</i> pretest will be administered to determine the baseline.</p>				
<p>EVALUATION METHOD: March of Dimes Becoming a Mom pre and posttests will be administered and compared.</p>				
<p>1. Activity <i>Becoming a Mom</i> posttests will be administered to all graduating participants.</p>	Pregnancy Coordinator/TCSO	10/01/14-09/31/15	40	
<p>Actual Outcomes for Objective #2:</p>				
<p>OBJECTIVE # 3 By September 31, 2015, 70% of all program participants will demonstrate healthy behavior changes.</p>	Pregnancy Coordinator/ TCSO	10/01/14-09/31/15	80	
<p>Baseline: Initial evaluation conducted at program start will establish baseline.</p>				
<p>EVALUATION METHOD:</p>				
<p>1. Activity Prenatal yoga classes will teach participants of the benefits of healthy exercise during pregnancy. Pre and posttests developed by yoga provider will measure increased knowledge.</p>	Pregnancy Coordinator/TCSO	10/01/14-9/31/15	80	
<p>2. Activity Fresh fruit and water will be offered at each of the three weekly <i>Becoming a Mom</i> class sessions and student participation will be monitored and logged to determine increase in healthy snacking as a measure for healthy behavior changes.</p>	Pregnancy Coordinator/TCSO	10/01/14-09/31/15	80	
<p>Actual Outcomes for Objective #3:</p>				

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Evaluation Plan

There are three main objectives for this project. The first objective is to increase the amount of fresh fruit and water consumed by each pregnant woman enrolled in the program. Currently, only canned fruit is provided to the women. With the grant award, fresh fruit and bottled water will be purchased and will be offered during the three weekly classes. Women who graduate the class will still be allowed to come to class after curriculum completion if they so desire during their incarceration. All participants will sign in on attendance sheets and the TCSO class facilitator will check off if the woman took the healthy snack. It is expected that with a baseline of zero, 80% of the 80 estimated program participants will have a noticeable behavior change by increasing their fresh fruit and water intake.

The second objective is to increase the percentage of women who understand the advantages of prenatal exercise. The goal is a 70% increase in knowledge as measured by the results of pre and posttests. Once a week, the local non-profit, Community Yoga, will teach a prenatal exercise class to the women. The facilitators will administer pre and posttests that they have developed. Community Yoga will submit these tests along with the attendance sheets to the TCSO pregnancy support coordinator for evaluation and documentation.

The third objective is to increase the program participants' perinatal knowledge utilizing the March of Dimes *Becoming a Mom* curriculum. The TCSO pregnancy support coordinator will be responsible for teaching Sessions 1-8 of the curriculum. Attendance sheets will be kept of the women participating. It is believed that half of the participating women will complete eight sessions and graduate, and we anticipate pre and posttests will show that 70% of graduating participants increase their perinatal knowledge.

In order to maintain objective evaluation results, the TCSO Research and Planning Unit will review program documentation and outcomes in order to evaluate the program as well.

Project Impact, Visibility and Sustainability

Upon award, TCSO would be honored to work with March of Dimes and TCSO personnel to announce this innovative program with press releases, web and social media on the TCSO Inmate Programs Facebook page, and through other agency affiliations such as the Texas Jail Project, and the Central Texas Perinatal Coalition meetings. March of Dimes posters can be hung in the correctional complex medical clinic and the hallway of the program classroom department, meaning inmates receiving services or staff passing through those areas would have opportunity to become aware of the program.

Broader publicity would be possible during the 2nd Annual TCSO Vision Summit: Looking Toward the Future of Reentry that will occur in November 2014. A session will be held regarding services for incarcerated pregnant females and the project would be announced during this presentation. The summit engages correctional and social service staff across the nation who may learn about the program at the 2014 summit. Results will be presented at the following year's summit in 2015.

Upon completion of the grant period, TCSO staff will continue facilitating the healthy pregnancy classes using the purchased curriculum, but the incentives would no longer be available to the women unless additional funding is identified.

Budget Justification

In order to accomplish the project goals, expendable materials and supplies will be purchased. During each class, participants will be offered fresh fruit and bottled water. These items are not otherwise available, and will be both an incentive to participation as well as an opportunity to increase the pregnant women's intake of healthy snacks. This behavior change will be among the measured outcomes of the project. \$50 per week is estimated to provide these healthy snacks for the three weekly classes offered fifty weeks of the year. (\$50 x 50 weeks supporting 3 sessions per each week)

Pregnant women in our custody frequently report they are unable to rest due to hip and back soreness associated with their pregnancy, and pillows are not standard issue for any inmate. Body pillows have been approved by security staff to serve as an incentive for participation and increasing quality rest may affect the health of both the mother and unborn child in a positive way. Pillows are estimated at \$25 each, with body pillow covers estimated at \$10 each. (\$25/body pillow, plus \$10/body pillow cover for 80 participants)

March of Dimes *Becoming a Mom/Comenzando bein* program materials are estimated at \$175. This material will be used to educate the women on the eight topics of instruction: You and Your Pregnancy, Prenatal Care, Eating Healthy During Pregnancy, Stress During Pregnancy, Things to Avoid During Pregnancy, The Big Day-Labor & Birth, Caring for Your Baby, and Postpartum Care.

A unique component of this program will be the opportunity for women who deliver their babies while in custody to have a private lactation consultant to assist them and their infants with latching on at a designated visitation time. Several private lactation consultants

are very interested in contracting with TCSO to provide this service and costs are estimated at \$100 per hour-long private consultation for up to ten women. (\$100 x 10 private consultations)

Other contracted expenses include 50 weeks of once-weekly prenatal yoga instruction estimated at \$70 per class. This class is both an incentive for participants as well as a chance to further educate the women on the role of quality exercise in a healthy pregnancy, and the increased knowledge will be a part of measured outcomes. (\$70 x 50 weekly classes)

**March of Dimes
Texas Chapter Community Grants Program
2014 Budget Form**



Applicant Name:
Project Title:
Grant Period: From 10/01/14 TO 9/31/15

BUDGET (see application guidelines for an explanation of allowable/not allowable expenses)	APPLICATION Total Budget	In-Kind Match from Organization (if applicable)
A. Salaries (include name, position, and FTE)		
Sub-total A	\$0	\$0
B. Expendable Supplies		
Refreshments of fresh fruit and bottled water	\$2,500	
Body pillows	\$2,000	
Body pillow covers	\$800	
Becoming a Mom curriculum	\$175	
Sub-total B	\$0	\$0
C. Other Expenses/Fees		
Lactation consultants	\$1,000	
Yoga instructors	\$3,500	
Sub-total C	\$0	\$0
TOTAL AMOUNT REQUESTED	\$9,975	\$0

Signature – County Judge _____ Date _____

Signature - Director of Operations _____ Date _____

Please round figures to the nearest dollar and check budget totals.

**THE STATE OF TEXAS
COUNTY OF TRAVIS**

RESOLUTION

WHEREAS, the Travis County Commissioners' Court finds that it is in the best interest of the citizens of Travis County to seek additional resources in the form of a grant from the March of Dimes Texas Chapter to assist in funding a project titled Becoming a Mom; and

WHEREAS, the Travis County Commissioners' Court has agreed that in the event of loss or misuse of the March of Dimes Texas Chapter funds, the Travis County Commissioners' Court assures that the funds will be returned to the March of Dimes Texas Chapter in full; and

WHEREAS, the Travis County Commissioners' Court designates the County Judge of Travis County as the authorized official with the power to apply for, accept, reject, alter or terminate said grant; and

NOW, THEREFORE, BE IT RESOLVED, that the Travis County Commissioners' Court approves submission of the grant application for the Travis County Sheriff's Office Becoming a Mom project to the March of Dimes Texas Chapter.

RESOLVED this the ____ day of _____, 2014.

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

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JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

June 24, 2014

MEMORANDUM

To: The Travis County Commissioners Court

From: Karen Maxwell, Senior Planner 

Subject: Grant Application – Becoming a Mom/Comenzando bien
March of Dimes, Texas Chapter Community Grants Program

Recently, Travis County Sheriff's Office programs staff assigned to the Travis County Correctional Complex became aware of a grant opportunity through the March of Dimes Region 7 Texas Chapter for Community Grants. Attached you will find the grant application and supporting narrative for this proposal. If awarded, this opportunity will provide funds to purchase materials and contract services enhancing programming for pregnant females who are in custody at the Travis County Correctional Complex. The grant request totals \$9,975 and has no required match. This project provides an important opportunity to educate and actively promote healthy behavior changes to pregnant women who might never receive prenatal education or care otherwise, with the potential to make a large difference in the lives of women and their babies.

We are requesting the Commissioners Court approve submission of this grant application. If you have questions, please don't hesitate to contact me at 854-7508.

Cc: Matt Naper County Auditor's Office
Jennifer Kraber, County Attorney's Office
Travis Gatlin, PBO



June 19, 2014

To March of Dimes Reviewer,

This is a letter of support for the application by the Travis County Sheriff's Office for a grant award to assist pregnant incarcerated females. Why Prenatal Yoga in prison? Incarcerated pregnant women present specific risks over and beyond the risks all pregnant women face. Immediate concern is inadequate prenatal care and management of acute and on-going conditions, depression/anxiety, difficulty accessing complete and accurate obstetric histories, lack of exercise, and inadequate prenatal nutrition. Many arrive with chemical dependencies. Incarcerated pregnant women are separated from their families and their social network; they live with isolation and uncertainty every day.

Prenatal Yoga helps to cultivate strategies and tools to support the body and mind throughout the three trimesters, labor, delivery, and postpartum challenges including parenting. The yoga practice helps develop mindfulness and self-awareness that will serve the expectant mom in every area of her life. Benefits of attending Prenatal Yoga include:

- Relieves common pregnancy discomforts: hips, back, shoulders, leg cramps, shallow breathing, shortness of breath.
- Improves strength, endurance, and flexibility.
- Improves balance as the fetus grows, shifting one's center of gravity.
- Improves circulation, reduces swelling.
- Aids digestion.
- Calms the nervous system using breathing methods, postures, and deep relaxation.
- Builds self-esteem.
- Establishes community and bonds with other women which often continue well after the baby is born.
- Teaches relaxation techniques to use during pregnancy, labor, delivery, postnatal self-care, and parenting.
- Helps develop positive body image.
- It has been my personal experience that particular poses can help address and minimize potential birth complications, such as breach presentation.

Again, thank you for the work you do, and for considering our program that serves prenatal incarcerated women.

Respectfully,
Helene Ryan, ERYT, RPYT
Community Yoga Austin
Program Development Coordinator



TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #:
SAP #:

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 checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	TNR	
Contact Person/Title:	Steve Sun, Program and Donna Williams-Jones, Financial	
Phone Number:	Steve 854-4660 / Donna 854-7677	

Grant Title:	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement - (TE)		
Grant Period:	From: <input type="text" value="Date Agreement is Approved"/>	To: <input type="text" value="9/30/2020"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Transportation		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	US Department of Transportation - Federal Highway Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Operating:	\$ 1,529,977.00	\$ 382,495.00	\$ 0.00	\$ 0.00	\$ 1,912,472.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Totals:	\$ 1,529,977.00	\$ 382,495.00	\$ 0.00	\$ 0.00	\$ 1,912,472.00
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	N/A				
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description	Construction of a 5 foot wide by approximately 1.6 mile concrete sidewalk, including a 10 foot wide pedestrian bridge to cross Decker Creek to improve accessibility and connectivity for residents			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Transportation and Natural Resources Department is requesting approval of the Advance Funding Agreement with TxDOT and related Interlocal with the City of Austin for the Decker Lane (FM 3177) Sidewalk project. Travis County, along with partners, TxDOT and the City of Austin, submitted this grant in order to increase the safety and mobility for pedestrians and bicyclists within the corridor. Under the project, a 5' wide by 1.63 mile concrete sidewalk will be constructed within 60' or existing right-of-way (ROW) along the west side of Decker Lane (FM3177) from Loyola Lane to Daffan Lane. This sidewalk project is considered the first phase of future improvements that will increase safety in underserved area populations that rely on alternative modes of transportation. Additionally, this sidewalk project enhances connectivity between different areas, including two existing schools, an existing neighborhood, connectivity to the Travis County Exposition Center, connectivity to a future regional hike and bike trail constructed by the City of Austin, two existing CapMetro transit stops, and a local retail/convenience store at a major intersection of Loyola Lane and Decker Lane.

Travis County is the sponsoring agency for the proposed grant. The grant requires the sponsoring agency be responsible for 20% of the construction cost, plus 100% of the engineering, design and ROW costs. The total costs for construction and TxDOT administrative expenses is \$1,912,472 with \$1,529,977 of federal pass through resources provided by the grant. Travis County would be responsible for the 20% match of \$382,495. Upon entering an Interlocal Agreement, the City of Austin will split equally with Travis County the cost of the 20% match. County share of one half of the 20% matching is \$191,247.50. The attached Interlocal was approved by the City of Austin on May 22, 2014.

TxDOT and the City of Austin will provide for sidewalk maintenance and there no long term funding requirements for the grant. The preliminary engineering and design cost of the project was not eligible for TE funding and is estimated to cost a total of \$113,324 along contingency funding of \$50,000. The source of funding for Travis County's portion of the 20% match as well as the preliminary engineering, design costs and contingencies will be funded from 2001 Proposition No. 1 project savings and investment income.

PBO recommends approval of this grant application to leverage local resources to receive federal funding for the project.

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 one?

This request is for Construction of a 5 foot wide by approximately 1.6 mile concrete sidewalk, including a 10 foot wide pedestrian bridge to cross Decker Creek . The sidewalk is in the CAMPO 2035 Regional Plan and is important in providing pedestrian mobility to a developing area.

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

Will be part of the County's Sidewalk Infrastructure with on-going maintenance in conjunction with the City of Austin

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.

20% match is required; TNR has requested approval from the Commissioners Court to apply a portion of Precinct 1's 2001 Bond Proposition 1 savings and investment revenue allocation for the 20% match; TNR also expects to enter into an interlocal agreement with the City of Austin in which they will pay 50% of the County's 20% match requirement

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

Administration fees are included in the Federal amount.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), 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.

The TE program is a way for the County to leverage sparse transportation funds to improve the unincorporated areas of its transportation system.

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.

Will be part of the County's Sidewalk Infrastructure with on-going maintenance in conjunction with the City of Austin

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street-5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

June 18, 2014

MEMORANDUM

TO: Leroy Nellis, Acting County Executive, PBO
FROM: *Steve Manilla*
Steve Manilla, P.E., County Executive
SUBJECT: Decker Lane Sidewalk Advance Funding Agreement

The following information is provided for you to prepare a Commissioners Court agenda request for entering into an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to receive Transportation Enhancement Program Grant for Decker Lane Sidewalk project.

Agenda Language

- A. Consider and take appropriate action on approving a Resolution to support entering into an Advance Funding Agreement with TxDOT for accepting the Transportation Enhancement Program Grant for Decker Lane (FM 3177) Sidewalk project.
- B. Consider and take appropriate action on entering into an Advance Funding Agreement with TxDOT to receive Transportation Enhance Program Grant for the Decker Lane (FM 3177) Sidewalk project.

Background/Summary of Request

Travis County along with partners, TxDOT and the City of Austin, prepared and submitted a nomination form for consideration under the Transportation Enhancement Program for Category 1 provision of facilities for pedestrians and bicycles, a high priority category as identified by the CAMPO Policy Board. The proposed project is to construct a 5' wide by 1.63 mile concrete sidewalk within 60' of existing right-of-way (ROW) along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. The sidewalk is considered the first phase of future improvements that will increase the safety and mobility for pedestrians and bicyclists within this corridor. Currently, no sidewalks exist along this section of Decker Lane.

The project is expected to provide for an additional transportation mode to underserved area populations that rely on alternative modes of transportation. The sidewalk will connect two existing schools, Decker Elementary School and Decker Middle School to existing

neighborhoods; provide connectivity to the Travis County Exposition Center and connectivity to a future regional hike and bike trail constructed by the City of Austin (Austin to Manor Rail Trail). It also provides connectivity to two existing CapMetro transit stops and increases connectivity to a local retail/convenience store at a major intersection of Loyola Lane and Decker Lane.

The project also addresses improvements to help alleviate potential automobile and pedestrian/bicycle conflicts along Decker Lane. In 2009, an auto/pedestrian fatality occurred along this roadway section and most recently on August 13, 2012, a 13-year old bicyclist was killed while riding his bike on Decker Lane just south of Daffan Lane.

Travis County is the sponsoring agency for the project. The Transportation Enhancement Program Grant will cover 80% of eligible construction cost. The sponsoring agency will be responsible for 20% of the construction cost plus 100% of the engineering, design and ROW costs.

Staff Recommendation

TNR staff recommends approval.

Issues and Opportunities

Total cost for construction and TxDOT administrative expenses is \$1,912,472.00. The requested amount of federal funds is \$1,529,977.00. A 20% match is required totaling, \$382,495.00. Travis County and the City of Austin will split equally the cost of the 20% match. Travis County's share is \$191,247.50. TE rules require the sponsor, Travis County, to commit to paying the 20% match. The City of Austin has approved entering into an Interlocal Agreement with Travis County. TNR will prepare a separate agenda request for approval of entering into an Interlocal Agreement with City of Austin.

A portion of the project is located within the City of Austin.

For this project category, matching funds are available for construction only.

Projects must be under construction by August 31, 2016 or risk the loss of funds.

Funds cannot be used for ROW acquisition. No ROW funds will be required since this project will be constructed within the existing ROW.

Project letting and construction administration and management will be provided by TxDOT.

TxDOT and the City of Austin will provide for sidewalk maintenance.

The Decker Lane sidewalk project was submitted under Category 1 which is a High Priority type project as identified by the CAMPO Policy Board at its October 2012 meeting.

The project will provide to area residents:

- Safer connections from local schools to surrounding neighborhoods;
- An alternative mode helping reduce single occupant trips in the region;
- Connectivity to a regional hike and bike trail;
- Connectivity to a major events center;

- Reductions in existing and potential auto/pedestrian and bicycle conflicts;
- Connectivity to existing transit stops, neighborhoods and schools; and
- Connectivity to a local convenience and retail center.

Fiscal Impact and Source of Funding

Travis County must provide a 20% local match, or \$382,495.00. City of Austin will provide half of the 20% match through an Interlocal Agreement. This Interlocal Agreement was approved by City Council on May 22, 2014 and will be submitted to Commissioners Court for approval under a separate agenda request. County share of one half of the 20% matching is \$191,247.50.

The preliminary engineering and design cost of the project was not eligible for TE funding. Estimated total cost of the preliminary engineering and design is \$120,000. City of Austin will not cost share with Travis County for the preliminary engineering and design cost.

The source of funding for Travis County's portion will come from Precinct One 2001 bond savings in an approved amount of \$340,919.00.

TxDOT and the City of Austin are responsible for maintenance of the project.

Attachments/Exhibits

Commissioners Court Resolution
Advance Funding Agreement

If you have any question or require additional information, please contact Odette Tan at (512) 854-7587.

CC: Morgan Cotten, P.E., Public Works Director
Steve Sun, P.E., Assistant Public Works Director
Odette Tan, P.E., Project Manager
Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, Tawana Gardner, TNR
Financial Services

AUSTIN CITY COUNCIL
AGENDA



Recommendation for Council Action

Austin City Council	Item ID	32666	Agenda Number	39.
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Meeting Date:	5/22/2014	Department:	Transportation
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Subject

Approve negotiation and execution of an interlocal agreement between the City and Travis County for the first phase of the Decker Lane (FM 3177) sidewalk and bridge project, from Loyola Lane to Daffan Lane.

Amount and Source of Funding

Funds in the amount of \$191,247 are available in the FY 2013-2014 in the Capital Budget of the Austin Transportation Department. The construction amount of \$1,529,978 in Transportation Enhancement Federal funds will be provided by the Texas Department of Transportation (TxDOT). The required 20% local match of \$382,494 will be split between Travis County and the City of Austin in an equal amount of \$191,247.

Fiscal Note

A fiscal note is attached.

Purchasing Language:	
Prior Council Action:	Resolution No. 20090305-013; Ordinance No. 20090611-075; Ordinance No. 20120614-058; Resolution No. 20121206-058.
For More Information:	Robert Spillar, 512-974-7189; Gordon Derr, 512-974-7228; Teri McManus, 512-974-6447; Gilda Powers, 512-974-7092.
Boards and Commission Action:	
MBE / WBE:	
Related Items:	

Additional Backup Information

Travis County, TxDOT and the City of Austin propose a partnership to construct a concrete sidewalk and pedestrian bridge within the existing right-of-way on the west side of Decker Lane, from Loyola Lane to Daffan Lane. TxDOT will oversee the project letting, construction administration and maintenance. Travis County will execute Federal fund acceptance with TxDOT, and provide project management. The Decker Lane (FM 3177) Sidewalk Transportation Enhancement project is currently requested by Travis County for inclusion in the Capital Area Metropolitan Transportation Plan (CAMPO) FY 2015 – 2018 Transportation Improvement Program, to be let for construction in 2015. Total project cost is \$1,912,472 (\$1,529,978 federal/\$382,494 local).

This is the first phase of future improvements on Decker Lane to mitigate an existing safety hazard, enhance mobility for non-motorized users, and implement a healthy, interconnected environment consistent with *Imagine Austin*. This serves Colony Park Station, adopted as a Neighborhood Activity Center, *Imagine Austin* Growth Concept Map (Page A-30, *Imagine Austin*).

The project connects Decker Elementary and Middle Schools, Capital Metro existing bus stops, retail and residential

land use in the Colony Park neighborhood, the Travis County Expo Center, and the City's future Austin to Manor Rail Trail.

Currently there are no sidewalks or bicycle lanes located on this section of Decker Lane. Since 2009 there have been two auto/pedestrian fatalities and one in August 2012 when a 13-year old bicyclist was killed while riding his bicycle on Decker Lane. The project is in an Economically Distressed Census Place. The 2010 Census indicates block groups along the project had minority populations between 74.2% to 99.5%, and per capita income ranging from \$9,923 to \$24,077. Two census tracts bordering the project have 30.3% of the population living below the national poverty level.

As set forth in the interlocal agreement, the County will provide the project management services for the development and construction of the project; the City will be responsible for review and approval of project specifics. The plans and specifications of the project shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations) and all Texas Accessibility Standards. Within 30 days after the effective date of the signed Agreement, the City will pay the County \$191,250 as the City's financial contribution to the project. The County and TxDOT will pay for and/or reimburse the remaining costs for development and construction of the project.

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT
WITH TEXAS DEPARTMENT OF TRANSPORTATION
TO CONSTRUCT DECKER LANE (FM 3177) SIDEWALK**

WHEREAS, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

WHEREAS, on July 25, 2013, the Commission passed Minute Order 113642 awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program, including a highway improvement project for the construction of a sidewalk along Decker Lane (the "Project");

WHEREAS, the Project is a five-foot wide by 1.62 mile concrete sidewalk within sixty feet of existing right-of-way along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane that will include a separate ten-foot wide bridge structure to be constructed to cross a portion of Decker Creek and will provide new pedestrian connectivity to the following traffic generators: a future regional hike and bike trail (Austin to Manor Rail Trail, the Travis County Expo Center, existing transit stops located along Loyola Lane and Colony Loop Drive, a local retail and convenience center at the intersection of Decker Lane and Loyola Lane, and a church;

WHEREAS, the Travis County Commissioners Court finds that the construction of the Project will provide increased safety for persons using Decker Lane, facilitate the movement of people, goods, and services in Travis County, and benefit the residents of Travis County; and

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute an Advance Funding Agreement with the Texas Department of Transportation ("TxDOT") under which, among other things:

1. Travis County will be responsible for ROW acquisition, utility relocation, and completion of the National Environmental Policy Act process for obtaining environmental clearance for the Project.
2. Travis County will be responsible for paying for and performing architectural and engineering services for the Project.
3. TxDOT will be responsible for construction of the Project.
4. Travis County will be required to contribute 20% of TxDOT's preliminary engineering costs (estimated to be \$9970), 20% of TxDOT's administrative and associated costs for letting and construction of the

Project (estimated to be \$39,912), 20% of Project construction costs (estimated to be \$372,517), and 100% of any cost overruns above the federally authorized amount of \$1,529,977.

The Travis County Commissioners Court further directs that this resolution be included as Attachment A to the Advance Funding Agreement with TxDOT.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2014.

By: _____
Samuel T. Biscoe, County Judge

Ron Davis, Commissioner
Precinct 1

Bruce Todd, Commissioner
Precinct 2

Gerald Daugherty, Commissioner
Precinct 3

Margaret Gómez, Commissioner
Precinct 4

CSJ #3277-01-022 Fed.# STP 2014(116)TE
District # AUS-14
Code Chart 64 # 02100
Project: Decker Lane(FM 3177) Sidewalks
Federal Highway Administration
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Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A TRANSPORTATION ENHANCEMENT (TE) PROJECT**

This Advance Funding Agreement for a Transportation Enhancement Project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the Travis County, acting by and through its duly authorized officials called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Transportation Enhancement Program for the project which is briefly described as Construct Sidewalks, called the "Project"; and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission (the "Commission") passed Minute Order Number 113642 dated July 25th, 2013 awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW THEREFORE, the State and the Local Government agree as follows:

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AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of the Agreement

A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement and may be terminated by any of the following conditions:

1. By mutual written consent and agreement of all parties;
2. By any party with 90 days written notice; or
3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.

D. A project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
3. The Local Government withdraws from participation in the Project.
4. This is a construction project, and the project has not had construction expenditures by August 31, 2016.
 - a. The County must complete the A/E services;
 - b. TxDOT must advertise for award construction bids;
 - c. TxDOT will cause construction of the Project to be completed.
5. This is not a construction project and project activities have not been completed by _____, 20____. (Not Applicable)
6. The State determines that federal funding may be lost due to the Project not being implemented and completed.
7. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
8. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

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3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete the Project or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

The scope of work for the Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: Constructing a 5 foot wide by approximately 1.6 mile of concrete sidewalk within 60 feet of existing right-of-way along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. Included in the construction will be a 10 ft. wide pedestrian bridge needed to cross Decker Creek. Completion of the project will improve accessibility and connectivity for residents living in an economically distressed area. The pathway will connect neighborhoods, two schools, the Travis County Expo Center, transit stops, convenience center, retail store, and a church.

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the Agreement and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and Agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of the Local Government.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

B. The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

C. The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- D. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and before federal spending authority is approved.
- E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- F. The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- G. Condemnation shall not be used to acquire real property for this enhancement Project.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement the Project will be the responsibility of the Local Government and current property owner, at no cost to the State.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than ten years after project completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This Agreement must be approved by the State prior to its execution. A copy of the executed Agreement shall be provided to the State.
- J. To the extent that the project is located on property owned by the local government, the Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- K. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual. The Local Government

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agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.

1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time.
 2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.
- L. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nomination form and approved by the State.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be

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consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and the Local Government will be seeking reimbursement for these services; and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway and Transportation Officials' (AASHTO) publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*. The use of other systems of specifications shall be approved by the State in writing in advance.

B. When architectural and engineering services are provided by or through the Local Government, the Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. When architectural and engineering services are provided by or through the State, then the following applies:

The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

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- B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.
- F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- A. Upon completion of the Project, the State will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to the State as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this Agreement.
- C. Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance, and a project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended

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using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.

- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

12. Local Project Sources and Uses of Funds

- A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training *in Local Government Procedures Qualification for the Texas Department of Transportation* before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement funds assigned by the Commission to the project. The parties agree that the Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.
- D. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate.
- E. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

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- F. Following execution of this Agreement, but prior to the performance of any review work by the State, the Local Government will pay an amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State twenty percent (20%) of the State's administrative and associated cost for review of the plans, specifications, and estimate. The Local Government must also advance to the State zero percent (0%) of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is \$ 9,979.00, in cash. At least sixty (60) days prior to the date set forth for receipt of the construction bids, the Local Government must advance to the State twenty percent (20%) of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs, if the State is letting the Project. The amount to be advanced for this Project's Construction is estimated to be \$39,912, in cash.
- G. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government is responsible for twenty percent (20%) of the authorized Project cost and one hundred percent (100%) of any overruns above the federally authorized amount. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final Project accounting, funds in the escrow account may only be applied by the State to the Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.
- K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- L. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract

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or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- M. The State will not pay interest on any funds provided by the Local Government.
- N. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Travis County	Director of Contract Services Office
Attn: Judge	Texas Department of Transportation
P.O. Box 1748	125 E. 11 th Street
Austin, Texas 78767	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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15. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

17. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal

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Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the U. S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this*

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agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- A.** Should this Agreement authorize the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1580 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

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persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

- B. For projects including buildings, the Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise

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amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

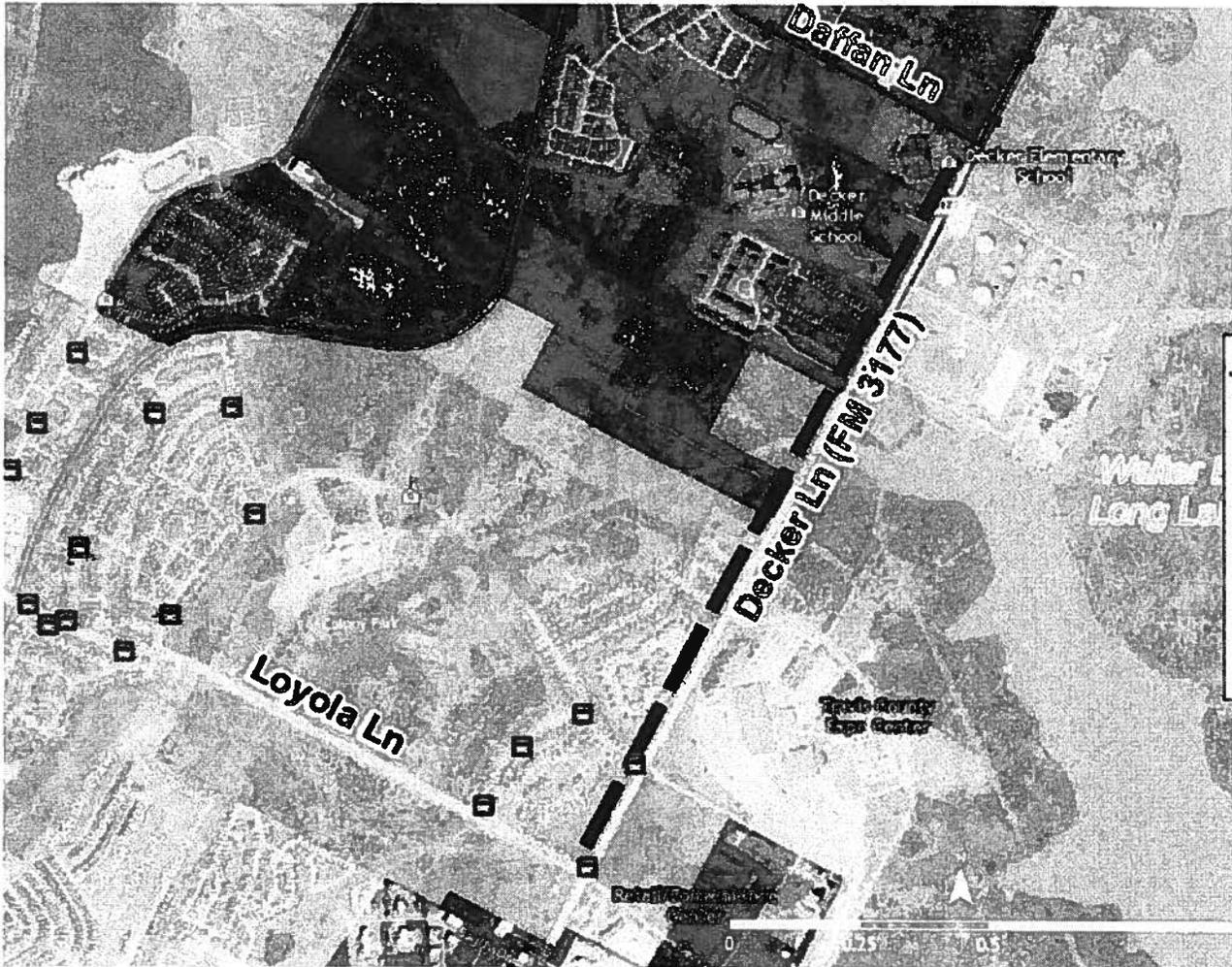
Date

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**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT**

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ATTACHMENT B
PROJECT LOCATION MAP



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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

On System - TE Project Budget Estimate -
 LG Performs PE Work or Hires Consultant / TxDOT Let Project to Construction Contract

Description of Project Cost to be incurred:	Total Estimated Cost =		Federal Participation (80% or State Participation = 0		Local Participation (20% or greater)		
	Cost =	Authorized Amount	%	Cost	%	Cost	
Locals will retain their local match for those services administered/contracted themselves.	\$0		0%	\$0	0%	\$0	
Planning, research, surveying, education for non-construction related projects	\$0		0%	\$0	0%	\$0	
Utilities	\$0		0%	\$0	0%	\$0	
Environmental Cost	\$0		0%	\$0	0%	\$0	
Right of Way - by LG	\$0		0%	\$0	0%	\$0	
Subtotal by Local Gov't	\$0		0%	\$0	0%	\$0	
TxDOT Administrative cost incurred - PE:	Based on 15% of overall TxDOT ADM Cost estimated in Nomenclature's budget						*Done within 30 days
TxDOT - PE Phase - Direct State Cost reviews, clearances, admin, coordination, etc.	\$49,891		80%	\$39,912	20%	\$9,979	
TxDOT Administrative cost incurred - CE:	Remaining % of TxDOT ADM Cost based on current Budget Estimate at letting						**Due 60 days prior
TxDOT - Construction Phase - Direct State Costs-oversight, inspection, site visits, etc.	\$199,562		80%	\$159,650	20%	\$39,912	
Direct Project Construction COST	Locals retain their local participation below to apply to project cost directly						
Construction Contract - work bid items, letting fees, clearances, permits, etc., CE	\$1,663,019		80%	\$1,330,415	20%	\$332,604	
Other Associated Construction Cost	0			0		0	
Subtotal Construction	\$1,862,581		80%	\$1,490,864	20%	\$372,517	
TOTAL	\$1,912,472		80%	\$1,529,977	20%	\$382,495	

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The Estimated Total Participation by the Local Government is \$382,495.00, plus 100% of overruns. Payment of the Local's share of TxDOT's ADM PE Cost to be incurred is \$9,979.00, due within 30 days from execution of the AFA contract. Payment of the Local's share of TxDOT's ADM Cost and Construction contract cost to be incurred is \$372,517, due 60 days prior to the Construction contract being advertised for bids. This is an estimate. The eligible percent of required local match as stated in the nomination is 20% or greater. The final amount of Local Government participation will be based on actual costs and values. The Maximum TE federal funds available for the project are \$1,529,977.

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ITEM 14

Travis County Commissioners Court Agenda Request

Meeting Date: November 13, 2012

Prepared By: Charlie Watts Phone #: 854-7654

Division Director/Manager: Anna Bowlin, Development Svcs and Long Range Planning

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a Transportation Enhancement Program project (Decker Lane/FM 3177 sidewalk) submittal located in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

On September 14, 2012, TxDOT issued a call for projects under the Transportation Enhancement (TE) program. The TE program focuses on non-traditional transportation projects. For a project to be eligible, the project must relate to surface transportation and fall under one of twelve qualifying categories:

- 1) Provision of facilities for pedestrians and bicycles (H),
- 2) Provision of safety and education activities for pedestrians and bicyclists (H),
- 3) Acquisition of scenic easements and scenic or historic sites (M),
- 4) Scenic or historic highway programs including providing tourist and welcome center facilities (M),
- 5) Landscaping and other scenic beautification (M),
- 6) Historic preservation (L),
- 7) Rehabilitation and operation of historic transportation buildings, structures, or facilities including historic railroad (L),
- 8) Preservation of abandoned railway corridors, including conversion and use for pedestrian and bicycle trails (H),
- 9) Control and removal of outdoor advertising (L),
- 10) Archeological planning and research (L),
- 11) Environmental mitigation (H),
- 12) Establishment of transportation museums (L).

The program call is for approximately \$70 million statewide. Of that \$70 million, Metropolitan Planning Organizations (MPO's) will receive half of the funds, \$35 million, and can allocate funds to projects up to their predetermined level. The Capital Area Metropolitan Planning Organization (CAMPO) region is estimated to

receive \$3,000,000 and will award those projects by March 2013. Projects not selected in the CAMPO process will be eligible for consideration in the statewide competitive program and will be evaluated by the Transportation Enhancement Project Evaluation Committee and selected by the Texas Transportation Commission (TTC) in the summer of 2013.

At its October 2012 meeting, the CAMPO Transportation Policy Board adopted the following priority groupings for selection of candidate TE projects within the five-county CAMPO planning area. Three levels of project priority were approved; High (H), Medium (M), and Low (L). The priorities are identified next to each category. These priorities will be used for CAMPO Policy Board selection of Transportation Enhancement projects only. The Statewide call does not give preferential treatment to any category.

Travis County along with partners, TxDOT and the City of Austin, propose to submit an application under Category 1 (provision of facilities for pedestrians and bicycles, a high priority category as identified by the CAMPO Policy Board). The proposed project is to construct a five foot wide by 1.63 mile concrete sidewalk within 60' of existing right-of-way (ROW) along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. The sidewalk is considered the first phase of future improvements that will increase the safety and mobility for pedestrians and bicyclists within this corridor. Currently, no sidewalks exist along this section of Decker Lane.

The project is expected to provide for an additional transportation mode to underserved area populations that rely on alternative modes of transportation especially to make local trips. The sidewalk will connect two existing schools, Decker Elementary School and Decker Middle School to existing neighborhoods, provide connectivity to the Travis County Exposition Center, provide for connectivity to a future regional hike and bike trail being constructed by the City of Austin (Austin to Manor Rail Trail), provide connectivity to two existing CapMetro transit stops and increase connectivity to a local retail/convenience store at a major intersection of Loyola Lane and Decker Lane. See Exhibit 1- Location Map.

The project also addresses improvements to help alleviate potential automobile and pedestrian/bicycle conflicts along Decker Lane. In 2009, an auto/pedestrian fatality occurred along this roadway section and most recently on August 13, 2012, a 13-year old bicyclist was killed while riding his bike on Decker Lane just south of Daffan Lane.

Travis County is the sponsoring agency for the project and is required to submit the project nomination form (see Exhibit 2) and an official funding resolution stating its willingness to commit to the implementation, development, construction maintenance

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and financing of the project (see Exhibit 3). The project nomination deadline is November 16, 2012.

STAFF RECOMMENDATIONS:

TNR Staff recommends that the Commissioners Court approve the Decker Lane (FM 3177) Sidewalk project and the supporting funding resolution for submission to the Transportation Enhancement program.

ISSUES AND OPPORTUNITIES:

The TE program is not a grant; funds provided are on a cost reimbursement basis.

Reimbursement is up to 80 % of allowable costs.

Total cost for construction and TxDOT Administrative expenses is \$1,912,472. The requested amount of federal funds is \$1,529,977. A 20% match is required totaling, \$382,494. TE rules require the sponsor, Travis County, to commit to paying the 20% match, however, Travis County and the City of Austin will split equally the cost of the 20% match. Travis County's share is \$191,247. The City of Austin will enter into an interlocal agreement that will be developed after the project is selected for their \$191,247 share.

Preliminary engineering (P/E) and design is not eligible for federal funding. Travis County and the City of Austin will jointly share in those costs and enter into an interlocal agreement that will be developed if the project is selected. Current estimated P/E and design costs are \$299,343; Travis County's and the City's shares will each be \$149,672.

A portion of the project is located within the City of Austin.

For this project category, matching funds are available for construction only.

Projects must be under construction within four years from date of selection or risk the loss of funds.

Funds cannot be used for right-of-way acquisition. No ROW funds will be required since this project will be constructed within the existing ROW.

Project letting and construction administration and management will be provided by TxDOT.

TxDOT and the City of Austin will provide for sidewalk maintenance.

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The Decker Lane sidewalk project will be submitted under Category 1 which is a High Priority type project as identified by the CAMPO Policy Board at its October 2012 meeting.

The project will provide to area residents:

- Safer connections from local schools to surrounding neighborhoods,
- An alternative mode helping reduce single occupant trips in the region,
- Connectivity to a future regional hike and bike trail,
- Connectivity to a major events center,
- Reductions in existing and potential auto/pedestrian and bicycle conflicts,
- Connectivity to existing transit stops, neighborhoods and schools,
- Connectivity to a local convenience and retail center.

FISCAL IMPACT AND SOURCE OF FUNDING:

Travis County must provide a 20% local match, or \$382,494 if the project is selected. The City of Austin will provide half of the 20% match through a future interlocal agreement if the project is selected. These matches will only be necessary if the project is selected by the CAMPO Transportation Policy Board or the Transportation Enhancement Program Evaluation Committee (TEPEC) in the summer of 2013. The source of the funding for the Travis County match will come from Precinct One 2001 bond savings.

Additionally, Travis County and the City of Austin will cost share on the preliminary engineering and design of the project which was not eligible for TE funding. Total cost of the preliminary engineering and design is \$299,343. The City of Austin will provide half of the cost of this work and funds will be secured through a future interlocal agreement. The source of funding for Travis County's portion will come from Precinct One 2001 bond savings.

Total current estimated costs for Travis County's 50% of the 20% match and preliminary engineering is \$340,918.50. The \$340,918.50 will come from 2001 Precinct One 2001 bond savings in fund center 1490190000, fund 4058, GL Account 521040.

TxDOT and the City of Austin are responsible for maintenance of the project.

ATTACHMENTS/EXHIBITS:

- Exhibit 1- Location Map
- Exhibit 2- Nomination Form
- Exhibit 3- Funding Resolution

REQUIRED AUTHORIZATIONS:

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Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Div. Dir. Development Services	TNR	854-7561
Jessica Rio	Budget Manager	PBO	854-4455
Tom Nuckols	County Attorney	County Attorney's Office	854-9415
Travis Gatlin	Budget Analyst	PBO	854-9700

CC:

Ed Collins	Planning Manager	TXDoT	854-7041
Teri McManus	Principle Planner	COA Transp. Dept.	974-6447
Elizabeth Prestwood	Transp. Planner	TXDoT	854-7039
Randy Nicholson	Long Range Planning Mgr.	TNR	854-4603
Donna Williams	Sr. Financial Analyst	TNR	854-7677

SM:CW:cw

0501 - Comprehensive Planning - CAMPO

EXHIBIT 1



Proposed Decker Ln. Sidewalk Project

Travis County
Transportation &
Natural Resources

- Proposed Sidewalk
- CapMetro Bus Stop
- Future Austin-Manor Rail Trail
- CoA Incorporated Area

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Exhibit 2

DRAFT

**Decker Lane (FM 3177) Sidewalk Project
Nomination Package**

**Texas Transportation Enhancement Program
2012**

Sponsoring Agency:

Travis County

Partners:

City of Austin

Texas Department of Transportation

November 16, 2012

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TRANSPORTATION ENHANCEMENT PROGRAM NOMINATION FORM 2012

Additional information can be found in the Transportation Enhancement Program Guide:
www.txdot.gov/business/governments/te.htm

1. Project Name
Decker Lane (FM 3177) Sidewalk

2. Project Location
Austin, Texas

County: Travis

TxDOT District: Austin

Project Limits (point to point): Loyola Lane to Daffan Lane

Project Length (feet/miles), if applicable: 1.62 miles

Building Dimensions, (size in square feet), if applicable:

State of Texas/Legislature

House of Representatives

District #: 46 Name: Representative Dawinna Dukes

District #: Name:

District #: Name:

State Senate

District #: 14 Name: Senator Kirk Watson

District #: Name:

District #: Name:

Federal Congressional

House of Representatives

District #: 25 Name: Congressman Lloyd Doggett

District #: 10 Name: Congressman Michael McCaul

District #: Name:

3. Qualifying Category
(1) Provision of Facilities for Pedestrians and Bicycles

4. Nominating Entity
County

5. Nominating Entity Contact Information

Contact Person: Steven M. Manilla, P.E.

Title: County Executive, TNR

Mailing Address: P.O. Box 1748

City: Austin

Zip Code: 78767-1748

Daytime Telephone: 512-854-9429

State: Texas

Fax: 512-854-4697

Email: steven.manilla@co.travis.tx.us

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6. Project Description

(Limited to 3500 Characters with spaces)

Travis County along with partners, the Texas Department of Transportation (TXDOT) and the City of Austin (COA) propose constructing a 5 foot wide by 1.62 mile concrete sidewalk within 60' of existing right-of-way along the west side of Decker Lane (FM 3177) from Loyola Lane to Daffan Lane. The alignment will require a separate 10' wide bridge structure to be constructed to cross a portion of Decker Creek. The sidewalk is considered the first phase of future improvements that will increase the safety and mobility for non-motorized users within this corridor. Currently, no sidewalks exist and there are inadequate shoulders to support pedestrians and bicyclists. The proposed sidewalk will be constructed within existing State owned right-of-way.

Decker Lane (FM 3177) is part of the State's Farm to Market system and exists as a 4-lane, undivided rural section arterial within 60' of State owned right-of-way. The road is currently a major north/south arterial connecting FM 969 to US 290 East. A future improvement project will connect Decker Lane to Harris Branch Parkway likely increasing future traffic volumes. The potential conflict of pedestrians and motorized vehicles is expected to increase due to new residential development occurring along the roadway and the current location of two existing Manor ISD schools, Decker Elementary School and Decker Middle School.

Additionally, the project will help reduce greenhouse gas emissions by reducing motorized single occupant trips and will provide new pedestrian connectivity to the following traffic generators:

- a future regional hike and bike trail (Austin to Manor Rail Trail)
- a regional events center (Travis County Expo Center)
- existing transit stops located along Loyola Lane and Colony Loop Drive
- a local retail and convenience center at the intersection of Decker Lane and Loyola Lane

The project will provide increased safety for residents using the roadway. In three of the last five years, Decker Lane has had crash rates higher than statewide averages, see project information. This is a particular problem for bicyclists and pedestrians since there are inadequate shoulders and no sidewalks combined with a 60 mph speed limit. Two auto/pedestrian and bicycle fatalities have occurred since 2009. Recently, in August 2012, a 13-year old bicyclist was killed just south of Daffan Lane while riding his bike on Decker Lane. No sidewalks or bike lanes are located in this section of Decker Lane.

The project will provide new accessibility and connectivity for residents living in an economically distressed census place. Demographics from the 2010 Census found block groups bordering along the project had minority populations between 74.2% to 99.5% and per capita income ranging from \$9,923 to \$24,077. Two census tracts bordering the project found 30.3% of the population below poverty level.

Travis County will provide a 20% match of the requested funds, of which the COA will provide half through a future interlocal agreement. Additionally, Travis County and the COA will obligate \$299,400 to complete the preliminary engineering and design of the project. TXDOT will oversee project letting, construction administration and management.

7. Project Information

Directional Maps, Site Maps, General Floor Plans, and Photographs
(Label Attachment as 'Project Information - Attachment A')
(No more than 10 pieces)

8. Official Local Government Funding Resolution
(Label attachment as 'Certification of Funding and Support - Attachment B')
(No more than 10 pieces)

9. MPO Letter of Support (if applicable)
(Label attachment as 'MPO/COG Letter of Support - Attachment E')
(No more than 10 pieces)

10. Evidence of Public Involvement and Support

(Label attachments as 'Evidence of Public Involvement and Support - Attachment C')
(No more than 10 pieces)

A. Attach letters of support and other documentary evidence of public interest.
(No more than 10 pieces)

B. Provide dates and information about public meetings and events held to discuss the project.
(Limited to 1,640 Characters with spaces)

May 24, 2010 Adoption of CAMPO 2035 Regional Transportation Plan, includes Bicycle and Pedestrian Accommodation Plan

November 13, 2012- Travis County Commissioners Court Resolution of Support for project, included opportunity for public comment

Letters of Support-

Manor Independent School District

State Senator - Kirk Watson (requested)

State Representative- Dawnna Dukes (requested)

Travis County Commissioner Precinct One- Ron Davis (requested)

Capital Metro (requested)

Capital Area MPO

Colony Park HA (no response)

C. Ranking by Nominator

of

11. Property Ownership and Acquisition Information

(Label attachments as 'Property Ownership and Acquisition Information - Attachment D')
(No more than 10 pieces)

All proposals must provide documentation of the Nominator's property rights by title of ownership, lease, or easement for all property within the project limits.

Is the property needed for the project already acquired? Yes No

If No - How will it be acquired? Describe. (include commitment letter by current owner that the property's interest will be transferred upon approval)

If Yes - When was the property acquired and how? Describe.

Property is in State of Texas ownership.

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act? Yes No

12. SHPO Certificate of Eligibility - National Register of Historic Places (if applicable)

(Contact the State Historic Preservation Officer through THC)

(Label attachment as 'SHPO Certificate of Eligibility - Attachment F')

13. Scenic Easement/Historic Site Designation (if applicable)

Projects proposing acquisition of scenic easements and scenic or historic sites, must provide documentary evidence from the appropriate city, county, state or national entity indicating official designation. (Label attachment as 'Scenic Easement/Historic Site Designation - Attachment G')

14. Evaluation of Work Involving Environmental Mitigation (if applicable)

Projects proposing environmental mitigation must provide documentary evidence from the Texas Commission on Environmental Quality or the Texas Parks and Wildlife Department indicating their technical evaluation of the project. (Label attachment as 'Evaluation of Work Involving Environmental Mitigation - Attachment H')

15. Railroad Right of Entry Letter/Agreement (if applicable)

Projects proposing to encroach or cross railroad right of way, must include documentary evidence from the railroad granting a right of entry or an executed encroachment agreement. (Label attachment as 'Railroad Right of Entry Letter/Agreement - Attachment I')

16. Local Bicycle Plan (if applicable)

Projects proposing to build facilities for bicycles must include documentary evidence from the city or county stating that the project has been included in the entity's bicycle plan, if applicable, or the bicycle element of the transportation component of the entity's comprehensive plan. (Label attachment as 'Local Bicycle Plan - Attachment J')

17. Projected Time Estimate

Estimate the amount of time it will take to complete the project from start to finish. Approximate the time required for each activity. The activities can run concurrently causing the total time to be different from the total of the activities. Consider time for (but not limited to):

Months

6 Planning Activities
(Executing contract, hiring consultant, planning, schematic and design, utility relocation, etc.)

4 Environmental Clearance
(Assessments, possible mitigation for Hazardous Materials, permits, review by THC, COE, etc.)

0 ROW Acquisition
(Surveying, appraisals, title transfer, clearance...)

8 Project Design and Plan Preparation of PS&E Package
(Including PS&E Review by TxDOT District, Austin Divisions, TDLR, and other agencies...)

10 Project Construction/Implementation
(Advertising/hiring contractor, demolition, construction, inspection...)

Other _____

Projected Time in Months

18. Maintenance and Operations

Estimate maintenance and operations costs of the project. If applicable, determine the amount of any anticipated income derived from the project. (yearly basis)

Maintenance \$ Operations \$ Income \$

Identify all parties responsible for the maintenance and operations of the project.

Texas Department of Transportation, City of Austin

19. Project Budget Summary

List all construction costs to be incurred by the nominating entity on pages 6-8 for a complete itemized cost estimate. Generally, preliminary engineering (including planning, design, and plans, specifications, and estimates) are not allowable costs.

Total Construction Costs:	1.	1,663,019
Planning Costs (Category 2, 4, 9, 10 Only):	2.	0
Right of Way Costs (Category 3 Only):	3.	0
<hr/>		
Subtotal of Expenses (Line 1 - Line 3):	4.	1,663,019
<hr/>		
TxDOT Administrative Expenses (15% of Line 4)	5.	249,453
<hr/>		
Total Project Cost:	6.	\$1,912,472
<hr/>		
Local Match:		
20% of Total Project Cost (Line 6)	7.	\$382,494
<hr/>		
Federal Funds Requested:	8.	\$1,529,977

The minimum amount of local cash match required is 20%. Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

20. Project Commitment

By submitting an application, the nominating entity commits that if this project is selected for funding, it will be brought to a successful bid award within four years from selection. The construction plans for this project are currently:

- Complete
- 0 % Complete
- Not Started

Signature _____
Printed Name _____
Date _____

The nomination form must be signed by a representative of the local entity that has signature authority.

Complete nomination packages must be received at the district by the final due date and include one signed original, three additional copies and three CDs containing an electronic file of the nomination form in a Microsoft Windows Excel 2010 format (.xlsx), including PDF versions of all attachments.

FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
Friday, November 16, 2012 by 5:00pm CST

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