



Travis County Commissioners Court Agenda Request

Meeting Date: 11/25/2014, 9:00 AM, Voting Session

Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 512-854-6039

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve annual application to the Texas Department of Transportation for the Underage Drinking Prevention Program in the County Attorney's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is an annual grant application for an existing program.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

This grant requires a match, which is met through existing general fund resources and County Attorney dedicated CAPSO funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

Jessica Rio

County Judge's Office

David Salazar

TRAVIS COUNTY

11/25/2014

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
 FY 2015

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 #
119	Underage Drinking Prevention Program	10/01/15 - 09/30/16	\$173,908	\$0	\$35,951	\$55,000	\$264,859	3.00	R	MC	6

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 2015 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, 2014, 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
158	Emergency Food and Shelter Program Phase 32	07/01/14 - 05/31/15	\$25,000	\$0	\$0	\$0	\$25,000	0.00	10/28/2014
124	Formula Grant - Indigent Defense Program	10/01/14 - 09/30/15	\$888,548	\$0	\$0	\$0	\$888,548	0.00	10/28/2014
158	Travis County CAPITAL AmeriCorps Project	08/01/15 - 07/31/16	\$304,510	\$516,763	\$0	\$0	\$821,273	32.50	11/7/2014
			\$1,218,058	\$516,763	\$0	\$0	\$1,734,821	0.00	

**Amended from original agreement.*

**FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$81,868	\$0	\$0	\$0	\$81,868	1.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - SAMHSA/CSAT*	09/30/13 - 09/29/15	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/14/2014
145	Travis County Juvenile Treatment Drug Court - OJJD*	10/01/10 - 01/31/15	\$424,979	\$0	\$141,667	\$0	\$566,646	2.50	10/14/2014
158	Retired and Senior Volunteer Program (RDADS)	09/01/14 - 08/31/15	\$14,282	\$0	\$0	\$0	\$14,282	0.00	10/21/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	\$132,586	\$0	\$0	\$0	\$132,586	1.00	10/28/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	\$344,003	\$0	\$0	\$0	\$344,003	0.00	10/28/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)*	01/01/14 - 12/31/14	\$810,134	\$0	\$0	\$0	\$810,134	0.00	10/28/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$85,874	\$34,217	\$0	\$17,088	\$137,179	2.23	10/28/2014
145	Texas Department of Agriculture - Direct Certification Award	11/01/14 - 10/31/15	\$274	\$0	\$0	\$0	\$274	0.00	10/28/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$66,761	\$16,690	\$0	\$0	\$83,451	1.20	11/4/2014
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$47,903	\$5,323	\$0	\$0	\$53,226	0.59	11/4/2014
145	National School Lunch/Breakfast Program and USDA Equipment Grant	09/30/14 - 09/30/15	\$8,528	\$0	\$0	\$0	\$8,528	0.00	11/4/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/15	\$618,816	\$259,000	\$0	\$0	\$877,816	2.00	11/4/2014
145	Drug Court and In-Home Family Services	09/01/14 - 08/31/15	\$159,616	\$17,735	\$0	\$0	\$177,351	1.80	11/4/2014
145	Streamlining Assessment Practices to Improve Youth	09/01/14 - 08/31/15	\$74,996	\$0	\$0	\$0	\$74,996	0.00	11/18/2014
145	Residential Substance Abuse Treatment	10/01/14 - 09/30/15	\$184,310	\$61,437	\$0	\$0	\$245,747	2.90	11/18/2014

**FY 2015 Grant Summary Report
Grant Contracts Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2014.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Trauma Informed Assessment and Response	09/01/14 - 08/31/15	\$74,998	\$0	\$0	\$0	\$74,998	0.50	11/18/2014
145	The Eagle Soars	09/01/14 - 08/31/15	\$74,337	\$0	\$0	\$0	\$74,337	0.00	11/18/2014
			\$3,431,935	\$394,402	\$141,667	\$17,088	\$3,985,092	15.72	

**Amended from original agreement.*

**FY 2015 Grants Summary Report
Permissions to Continue Approved by Commissioners Court**

Dept	Name of Grant	Grant Term per Application	<i>Amount requested for PTC</i>				Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
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	
142	Drug Diversion Court	09/01/14 - 08/31/15	\$5,279	\$0	\$5,279	1.00	10/31/2014	7/29/2014	No	
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	\$8,930	\$0	\$8,930	0.50	11/30/2014	8/12/2014	No	
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	\$15,123	\$0	\$15,123	0.50	11/30/2014	8/12/2014	No	
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	\$15,475	\$0	\$15,475	1.00	11/30/2014	8/12/2014	No	
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	\$17,373	\$0	\$17,373	1.00	11/30/2014	8/12/2014	No	
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014	No	
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	9/9/2014	No	
Totals			\$1,064,737	\$707,300	\$1,772,037	148.17				

***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.*

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TRAVIS COUNTY
FY 2015 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 type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	County Attorney's Office/Underage Drinking Prevention Program	
Contact Person/Title:	Gloria Souhami/Program Director	
Phone Number:	854-4229	

Grant Title:	Underage Drinking Prevention Program		
Grant Period:	From: <input style="width: 100px;" type="text" value="Oct 1, 2015"/>	To: <input style="width: 100px;" type="text" value="Sep 30, 2016"/>	
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:	National Highway Traffic Safety Administration (NHTSA)		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 168,008.00	\$ 0.00	\$ 34,951.00	\$ 0.00	\$ 202,959.00
Operating:	\$ 5,900.00	\$ 0.00	\$ 1,000.00	\$ 55,000.00	\$ 61,900.00
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:	\$ 173,908.00	\$ 0.00	\$ 35,951.00	\$ 55,000.00	\$ 264,859.00
FTEs:	3.00	0.00	0.00	0.00	3.00

Program Income (\$/Des):	\$ 0.00	
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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	
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	
Totals:	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

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

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Performance Measures					
#	Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure	Projected FY 16 Measure
+ - Applicable Departmental Measures					
1.					
2.					
3.					
+ - Measures for the Grant					
1.	Presentations and Community Events		650	700	700
Outcome Impact Description		Community demand for presentations continues to grow.			
2.	Involvement with other organizations and agencies		112	150	150
Outcome Impact Description		Program continues its work with outside organizations and agencies.			
3.	Media Coverage		129	70	70
Outcome Impact Description		Program continues to utilize public and private media outlets.			
4.	Number of materials distributed		89,203	115,000	115,000
Outcome Impact Description		Program continues to disseminate materials to grant mandated tri-county area.			

PBO Recommendation:

PBO recommends approval of this annual grant application to continue a long-standing County program.

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?

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County. The Travis County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the part-time community educator's salary and mileage to meet match requirements. The County Attorney's Office contributes \$18,351 through CAPSO funds for school educator and part of 2 FTE salaries.

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.

Yes, a county match is required - \$1,000 county commitment for mileage, \$15,936 contribution for a school educator salary, \$17,231 for part-time community educator's salary and \$1,734 toward two FTE salaries and approximately \$55,000 in-kind services such as media, print shop, computer and network services, office space, fax and telephone service.

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

They are not permitted and costs are included in matching funds.

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, the program will not discontinue. The UDPP will request additional funding via a grant extension.

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

N/A – This program is a continuation of an existing program.

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

The program continues community prevention activities to grades 4 – 12 and under 21 college students as well as parents. Will also continue to expand community collaborations.

#21B

Texas Traffic Safety eGrants

Fiscal Year 2015

Organization Name: Travis County Attorney's UDPP

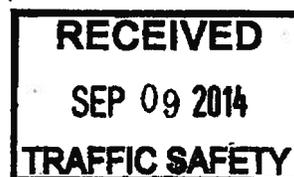
Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2015-Travis C-G-1YG-0022

Period: 10/01/2014 to 09/30/2015



TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: National Highway Traffic Safety Administration

Contract Number: 585EGF5046

CFDA Number: 20.616

CFDA Title: National Priority Safety Programs

Funding Source: Section 405D

DUNS: 030908842

Project Title: Comprehensive Underage Drinking Prevention Program

Description: To conduct a comprehensive underage drinking prevention program through education efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: \$399,816.93

Amount Eligible for Reimbursement by the Department: \$171,407.85

Match Amount provided by the Subgrantee: \$228,409.08

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

County of Travis

[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By: Samuel T. Biscoe
[Authorized Signature]

By: _____
[District Engineer Texas Department of
Transportation]

Sam Biscoe
[Name]

[Name]

County Judge
[Title]

[Title]

Date: 8-19-14

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By: Charles Y. G. ...
Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: 9/11/14

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Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*. In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
 2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no 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.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department'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://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee 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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which 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 Subgrantee 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.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee 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 that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. 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 and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee 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.bpn.gov/ccr/default.aspx>;
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 (D&B) 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.

ARTICLE 28. 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 Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov 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 Subgrantee 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 amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.
- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.
- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

ALCOHOL AND OTHER DRUG COUNTER MEASURES

Goal(s):

To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.

Strategy:

X To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

PROBLEM IDENTIFICATION AND SOLUTION

I. Problem Identification

Alcohol is the most commonly used and abused drug among US youth. Nine out of ten Americans who meet the medical criteria for addiction begin drinking alcohol or using other substances prior to the age of 18. For those who started using these substances before 18, one in four are addicted compared to one in twenty-five who delayed use until 21 or older (Children's Optimal Health 2013). Although drinking under the age of 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the US (Office of Juvenile Justice & Delinquency Prevention 2011). In 2012, Texas youth reported that 12.4 was the average age they first used alcohol (Texas Department of State Health Services 2012). Motor vehicle accidents are the leading cause of death for 15- to 20-year-olds, and teen drivers are three times more likely to be involved in a crash than drivers 21 and older (National Highway Traffic Safety Administration 2013). Texas leads the nation for the number of alcohol-related crashes and crash fatalities. Of those, 9.6% of crashes and 9.3% of fatal crashes involved drivers under the age of 21 (Texas Department of Transportation (TxDOT) 2012). In 2012 there were eight alcohol related fatalities in Travis, Hays and Williamson Counties (TxDOT). From January - June 2013, there were 33 under 21 criminal alcohol violations in Travis, Hays and Williamson Counties (TABC Criminal Citations 2013). In Austin, 24% of traffic fatalities were alcohol-related, and there were 5,314 DWI arrests. Of those, 236 were under 21 (Austin Police Department January - October 2013).

In San Marcos (Hays County), 150 underage drinking offenders were arrested or cited for liquor law violations from July 2012 to July 2013 (San Marcos Police Department 2013). The Austin Independent School District Survey reports that in the 2011-2012 school year, 26% of high school students reported using alcohol within the past month. Middle school students reported 8% use in 2012 in the past month (AISD Substance and Safety Survey 2012).

Travis, Hays and Williamson Counties have rural areas where youth drink because there is not much else to do and drive at the earliest legal age (UDPP 2012). Historically, idle youth are cited as a prime factor in the prevalence of underage drinking. While some view underage drinking as a "rite of passage", teens have a greater risk of death in an alcohol-related crash than the overall driving population, despite their inability to legally purchase, possess or consume alcohol.

In 2012, there were 7,106 total drivers, 94 of which were under 21 years old, involved in rural reportable crashes in Hays Travis and Williamson Counties. (TxDOT 2013).

Underage impaired driving, Minor in Possession, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Capital area, which includes Hays, Williamson and Travis Counties is projected to grow approximately 162% by 2040 (Community Advancement Network 2012). The student population will also grow as well, and so will new teen drivers, with a new crop of students each fall who have not been reached with the prevention message. In the 2012-2013 school year, there were 294,165 students in Travis, Hays, and Williamson County schools (Texas Education Agency 2012). In addition, the Travis County Hispanic population is projected to exceed the Anglo population by 2015. Hispanics have increased as a percentage of the total population in each of the three counties while the white population has decreased as a percentage of the total population. Motor vehicle crashes are the leading cause of death for Hispanics one to 34 years of age (Texas Transportation Institute 2012). This illustrates a need for culturally sensitive and bilingual outreach and materials.

Underage youth are attracted to the tri-county area by higher education institutions and leisure activities, which include aquatic recreation. Higher drowning rates among males may be due to their increased exposure to water and riskier behavior such as swimming alone, drinking alcohol before swimming alone and boating (World Health Organization 2012). College age youth are particularly at risk for water fatalities

as they are for binge drinking (Penn State Prevention Resource Center 2012).

Parents making alcohol available and hosting parties at prom/graduation time and other celebrations is also a factor in the prevalence of underage drinking/drinking and driving. Youth ages 12 to 14 are more likely to obtain alcohol from family or home than other underage drinkers (Center for Substance Abuse Research 2011); 73% of youth ages 13 to 17 cite their parents as the primary influence on their decision to drink, or not drink, alcohol (GFK Roper Youth Report 2012).

II. Problem Solution

In order to reduce underage drinking, these measures will be utilized:

"Why Risk It?" and "Busted!" presentations to high schools, middle schools and 4th/5th graders in elementary school, as well as to parents and caregivers, that includes information about riding with a drinking driver, the zero tolerance law, and the legal and social consequences of underage drinking. Presentations are conducted by staff and law enforcement volunteers. It will also increase the awareness of risk, in order to reduce the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments assist in tailoring presentations to youth behaviors.

Children who sipped alcohol by age 10 were nearly twice as likely to start drinking by age 14 or younger, compared with their peers who had not tasted alcohol when they were 10 (Partnership at Drugfree.org 2013). The UDPP addresses this issue by providing adult/parent presentations that include the "Jacqueline Saburido" and the "Chronicles of a Teen Killer" videos and working with independent school district parent support specialists and parent involvement programs. Adults are also targeted during the Christmas/New Year's season with a multi-jurisdictional law enforcement collaboration Emphasis Patrol dedicated to a DWI victim. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. The program will also reach adults and college age youth through school/employee orientations, open enrollments, presentations and health fairs sponsored by public and private employers, as well as by colleges and universities.

Other educational components include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week, Holiday Emphasis Patrol and Project Celebration. Twenty-three percent of teens surveyed admit to driving under the influence of alcohol or drugs; 11% did so during the summer, 6% on prom night, and 5% on graduation day/night (Partnership at Drugfree.org 2013). High-risk times such as spring break, prom, graduation and Halloween will be targeted, and BWI and DWI/summer water safety will be addressed in partnership with the Central Texas Water Safety Coalition. Continue collaboration with groups, including the Austin Police Department Athletic League, Williamson County Youth Substance Abuse Prevention Coalition, Hays Caldwell Council on Alcohol and Drug Abuse, Austin Travis County Youth Substance Abuse Prevention Coalition, CAN, Austin & Del Valle ISD School Health Advisory Councils and the Safe Kids Coalition. Continue UDPP task force efforts by increasing membership and providing quality programs and speakers. The task force celebrates a history of community service and has grown to over 200 members. The task force meets regularly and encourages members to support, utilize and create awareness of new and existing resources; it also serves as a distribution site for seasonal campaign material and local event information. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol" and community notices.

The Comprehensive Underage Drinking Prevention Program is in a position to reduce alcohol-related harm in the tri-county area by providing education and outreach prevention services as well as changing social norms and perceptions. Continuing the UDPP provides continuity to build on previous successes and makes a significant contribution in saving the lives of teenagers by discouraging alcohol consumption. The UDPP addresses the spectrum of underage drinking from 4th graders to 20 year-old college age youth, where the risks vary from riding with a drinking driver for young students to binge drinking, and drinking and driving for older youth.

UDPP strengths include name recognition, staff longevity, working relationships with school districts, private and charter schools, established task force and strong working relationships with local law enforcement agencies and media. The "Why Risk It?" program will continue to reach high school age and older youth. The anti-DWI high school program is supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school and to 4th/5th grade students. Evidence based research shows prevention programs at key transition points can produce beneficial effects even among high risk children and families. The UDPP will also grow its partnership with the Mexican Consulate, Con Mi Madre (Hispanic Mother/Daughter program) and at PTAs in predominantly Spanish speaking schools to address this population's risks. In addition, the UDPP will continue efforts working with Spanish speaking media.

The UDPP will utilize branded materials to enhance marketing efforts and enforce its mission statement: To create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

III. Project Evaluation

Demand for services (presentations, booths and community collaborations) allows for measuring success in meeting stated project goals/objectives. The UDPP is not a mandated school program; it is invited onto campuses based on merit and historical relationships. Media coverage of the project reflects community awareness, interest and support of the program and its goals. In addition, project staff periodically conduct pre and post surveys to measure student knowledge of the Zero Tolerance law.

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 460 Busted and Why Risk It? presentations to youth and adults in Travis, Hays and Williamson Counties. by 9/30/2015

Activity	Responsible	Activity Completion Date
1. Contact schools for presentations.	Subgrantee	5/31/2015
2. Contact community youth groups for presentations.	Subgrantee	5/31/2015
3. Conduct underage drinking prevention/alcohol awareness presentations to adults (youth over 21, parents, and caregivers).	Subgrantee	5/31/2015
4. Participate in age appropriate community events.	Subgrantee	6/30/2015
5. Conduct underage drinking prevention/alcohol awareness presentations to elementary through 12th grade youth.	Subgrantee	9/30/2015
6. Conduct an estimate of 275 presentations in the 1st quarter.	Subgrantee	12/31/2014
7. Conduct an estimate of 120 presentations in the 2nd quarter.	Subgrantee	3/31/2015
8. Conduct an estimate of 30 presentations in the 3rd quarter.	Subgrantee	6/30/2015
9. Conduct an estimate of 35 presentations in the 4th quarter.	Subgrantee	9/30/2015
10.		

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Establish 12 collaboration(s) between existing agencies on underage drinking and anti-DWI issues. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Create partnerships for Halloween community events.	Subgrantee	10/31/2014
2.	Create partnerships for winter holiday community events	Subgrantee	1/31/2015
3.	Create partnerships for Spring Break community/school events.	Subgrantee	4/30/2015
4.	Participate in forums on underage drinking prevention for parents of elementary school youth.	Subgrantee	5/31/2015
5.	Create partnerships for prom/graduation community/school events.	Subgrantee	5/31/2015
6.	Coordinate outreach efforts with existing underage drinking prevention efforts: ISD Project Celebrations, Mexican Consulate events, etc.	Subgrantee	6/30/2015
7.	Collaborate with other county coalitions focused on anti-DWI/underage drinking prevention in the tri-county area.	Subgrantee	9/30/2015
8.	Attend underage drinking prevention/anti-DWI, and youth health & safety meetings: SafeKids, Greater Austin Underage Drinking Co., Suicide Preve., etc.	Subgrantee	9/30/2015
9.	Collaborate with Hays County (1), Williamson County (1) and Travis County (10).	Subgrantee	9/30/2015
10.			

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OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Participate in 50 community events in Travis, Hays and Williamson Counties. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Contact and work with local colleges and universities on underage drinking and underage drinking and driving prevention efforts.	Subgrantee	6/30/2015
2.	Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee	7/31/2015
3.	Provide presentations to and staff information booth at recreation centers.	Subgrantee	8/31/2015
4.	Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	9/30/2015
5.	Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	9/30/2015
6.	Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	9/30/2015
7.	Participate in an estimate of 25 community events in the 1st quarter.	Subgrantee	12/31/2014
8.	Participate in an estimate of 15 community events in the 2nd quarter.	Subgrantee	3/31/2015
9.	Participate in an estimate of 5 community events in the 3rd quarter.	Subgrantee	6/30/2015
10.	Participate in an estimate of 5 community events in the 4th quarter.	Subgrantee	9/30/2015

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OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Collect 12 months of UDPP statistics in Travis, Hays and Williamson Counties. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Identify youth community service options for each county.	Subgrantee	5/31/2015
2.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	6/30/2015
3.	Compile information and data collected. Report findings to TxDOT and at end of year task force meeting.	Subgrantee	8/31/2015
4.	Compile data and determine any trends for each county.	Subgrantee	9/30/2015
5.	Identify links between underage drinking and other social issues.	Subgrantee	9/30/2015
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 5 Underage Drinking Prevention Task Force meetings. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Conduct and attend task force meetings.	Subgrantee	8/31/2015
2.	Provide statistics/information to task force members.	Subgrantee	8/31/2015
3.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2015
4.	Coordinate activities with other groups and agencies to prevention duplication of efforts.	Subgrantee	8/31/2015
5.	Maintain a database of coalition task force members.	Subgrantee	9/30/2015
6.	Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2015
7.	Invite representatives from Williamson and Hays Counties to attend task force meetings (in addition to existing Travis County task force members).	Subgrantee	9/30/2015
8.	Partner with Hays and Williamson Counties on task force activities (in addition to existing task force members represening Travis County).	Subgrantee	9/30/2015
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 1 year round public information and education (PI&E) campaign in the tri-county area. by 9/30/2015

Activity	Responsible	Activity Completion Date
1. Determine and develop types of materials needed.	Subgrantee	12/31/2014
2. Submit proposed materials and the PI&E plan to the department for approval.	Subgrantee	1/31/2015
3. Participate in seasonal campaigns: Christmas/New Year's, Red Ribbon Week, Spring Break and Graduation in coordination with federal/state campaigns.	Subgrantee	6/30/2015
4. Contact and serve PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee	6/30/2015
5. Produce/distribute material and maintain records of all PI&E material received and distributed.	Subgrantee	9/30/2015
6. Report on program activities.	Subgrantee	9/30/2015
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	9/30/2015
8. Utilize public access TV for public service and community billboard announcements, and produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	9/30/2015
9. Submit press releases to existing news sources (print and broadcast) in all three counties.	Subgrantee	9/30/2015
10. Update press kit & update program fact sheet with current data distribution to task force agencies and the public.	Subgrantee	9/30/2015

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$110,988.00	\$34,951.08	\$0	\$145,939.08
(200)	Fringe Benefits:	\$54,519.80	\$0	\$0	\$54,519.80
	Sub-Total:	\$165,507.80	\$34,951.08	\$0	\$200,458.88
Category II - Other Direct Costs					
(300)	Travel:	\$4,000.05	\$1,000.00	\$0	\$5,000.05
(400)	Equipment:	\$0	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$1,900.00	\$192,458.00	\$0	\$194,358.00
	Sub-Total:	\$5,900.05	\$193,458.00	\$0	\$199,358.05
Total Direct Costs:		\$171,407.85	\$228,409.08	\$0	\$399,816.93
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
Summary					
	Total Labor Costs:	\$165,507.80	\$34,951.08	\$0	\$200,458.88
	Total Direct Costs:	\$5,900.05	\$193,458.00	\$0	\$199,358.05
	Total Indirect Costs:	\$0	\$0	\$0	\$0
Grand Total:		\$171,407.85	\$228,409.08	\$0	\$399,816.93
	Fund Sources: (Percent Share)	42.87%	57.13%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.