



COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM

GRANT PROJECT CHECKLIST

This checklist is designed to help you keep track of all the necessary steps needed to complete a Community Development Partnership Program grant project. Depending on the precise nature of any given project, additional steps may be required beyond those listed below. Project coordinators are encouraged to review the steps for each phase of the grant process and check the box as each activity is completed.

GRANT ACCEPTANCE

- ☐ Review and sign the Letter Agreement accepting the terms and conditions of grant award.
- ☐ The Letter Agreement must be signed by the chief executive officer or administrator of the organization requesting the grant, such as a city manager, executive director, general manager, board president or school superintendent.
- ☐ Return a signed copy within ten days of receipt (return envelope provided).

GRANT PROGRESS REPORTING

- ☐ Submit a progress report six months after check presentation.
 - ☐ Make note of important deadlines and set up a process to generate reminders.
- If necessary:**
- ☐ Advise LCRA of any problems that may affect project budget, timeline, or scope of work.
 - ☐ Submit a written request to amend the project budget, timetable, or scope of work if applicable.

GRANT CLOSEOUT

- ☐ Maintain adequate documentation of paid subcontractor invoices and receipts.
- ☐ Submit the final completion report within 30 days of project completion or end date.
- ☐ Email to grants@lcra.org two photos in .jpg format (before and after) of project.
- ☐ Email to grants@lcra.org one photo in .jpg format of signage permanently affixed where appropriate giving LCRA (and electric service provider if applicable) attribution.

PUBLICITY OR NEWS RELEASE AT CHECK PRESENTATIONS

- ☐ Kate Holman, LCRA Regional Representative, will contact you to set up a date/time for the grant presentation (Kate can be reached at 979-229-5711 or kate.holman@lcra.org).
- ☐ LCRA will write and distribute a news release on your grant to local media. LCRA also will post a link to the news release on the LCRA Facebook and Twitter sites.
 - LCRA Communications staff will contact you to request a quote for the news release, and will send you a draft of the news release for approval. The draft news release is considered confidential and should not be distributed.
- ☐ You are welcome to invite guests to the check presentation. These may include local media, as well as members of your organization, local leaders and members of the Chamber of Commerce.
- ☐ LCRA Communications will notify local media in advance of the check presentation.
 - LCRA will take a photo of the check presentation and will distribute it and the news release to local media.
 - LCRA will send you the photo and final version of the news release after the presentation. At this time, you are welcome to distribute the news release to anyone, and to post it on your website and social media properties. We also encourage you to “like” the social media posts from LCRA.

Please email grants@lcra.org or call 512-730-6725 with any questions.



September 28, 2017

The Honorable Calvin Boyd
Sheriff, Burnet County
Burnet County Sheriff's Office
220 South Pierce Street
Burnet, TX 78611

Dear Sheriff Boyd:

The customers, employees and Board of Directors of the Lower Colorado River Authority (LCRA) and Pedernales Electric Cooperative congratulate you on your Community Development Partnership Program grant in the amount of \$22,487. We are excited about your project and look forward to seeing the resulting benefits in your community.

Your project reflects strong leadership and a commitment to make a real difference in people's lives. LCRA is proud to be a part of these efforts, which fit so well with our mission to enhance the quality of life of the Texans we serve through water stewardship, energy and community service.

We are enclosing two copies of the agreement for the review and signature of the appropriate person within your organization. Please return one copy of the signed agreement in the enclosed envelope along with the direct deposit form. We will contact your organization to schedule your grant presentation upon receipt of the agreement and direct deposit form. We also are enclosing the final completion report guidelines and a sample form to be completed online after the project has been completed.

Again, congratulations on your grant award. If you have any questions, please contact me at 512-578-3562 or 800-776-5272, ext. 3562, or Sheila Slagel at 512-578-3140 or ext. 3140.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Wilson", is written over a light blue horizontal line.

Phil Wilson
General Manager

COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM LETTER AGREEMENT

This Letter Agreement ("Agreement") is between the Lower Colorado River Authority ("LCRA") and the Burnet County Sheriff's Office ("Recipient"). In consideration of the Recipient's commitments made in a grant application dated July 31, 2017 ("Grant Application"), LCRA agrees to grant to Recipient \$22,487 ("Grant Money").

1. Use of Grant Money. This is a grant of funds solely for replacement of 13 portable handheld radios used by sheriff's deputies that are further described in the Grant Application attached hereto as Exhibit A and incorporated herein for all purposes ("Project"). Nothing herein contained requires LCRA to select, procure, install, maintain or repair any equipment or improvements purchased or funded with the Grant Money, or to supervise or train the Recipient's personnel with respect to such activities. Recipient is solely responsible for the selection, procurement, installation, construction, repair and maintenance of all equipment and improvements purchased or funded with the Grant Money, as well as for the training and supervision of the Recipient's personnel with respect to such activities. Recipient agrees to use the Grant Money solely for Project purposes, and Recipient shall not use equipment or improvements purchased or funded with the Grant Money for any purpose other than that stated in the Grant Application, except as provided for herein.
2. Project Completion Date. Recipient agrees to complete the Project within twelve (12) months of the date the Grant Money is received. If the Project is not completed within twelve months, Recipient shall return all Grant Money to LCRA immediately upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a photograph of the completed project, a photograph of the required signage (see Article 8), and a completed final report form provided to Recipient by LCRA within thirty (30) days of project completion.
3. Interest on Grant Money. Any interest earned by Recipient on the Grant Money prior to its expenditure shall be considered grant funds and applied exclusively to the Project, or included with any Grant Money returned or refunded to LCRA under the terms of this Agreement, as applicable.
4. Breach and Remedy. If Recipient breaches this Agreement, LCRA shall notify Recipient in writing. Recipient shall have thirty (30) days in which to cure any identified breach. If any breach is not cured within thirty (30) days, Recipient shall refund to LCRA all Grant Money received for the applicable Project within seven (7) days.
5. Public Use. The equipment and improvements purchased or funded with Grant Money must remain open and accessible to the general public, or be used for a public purpose for the useful life of the equipment or improvement, or for at least ten (10) years, whichever is longer.
6. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data to document proper use of the Grant Money. Recipient shall maintain such records for at least three (3) years after completion of the Project, and shall make the records available to LCRA for inspection upon reasonable notice during normal business hours.
7. Compliance with Laws. Recipient shall comply with all applicable federal, state and local laws, ordinances, and regulations in connection with the Project. Recipient shall also be responsible for obtaining all necessary permits, licenses, and any other such approvals required for the Project.
8. Acknowledgment. Recipient shall install clear and conspicuous public and permanent identification at the Project site acknowledging that LCRA and Pedernales Electric Cooperative are sponsors of the Project.

9. Right to Inspect. LCRA shall have the right to enter upon and photograph the Project site at any reasonable time for the purpose of inspecting the Project, determining Project progress, and evaluating the Project for compliance with this Agreement.

10. Indemnification. *RECIPIENT AGREES TO INDEMNIFY AND HOLD LCRA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, WHOLESAL CUSTOMERS, AND AGENTS HARMLESS FROM DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES RESULTING FROM 1) DAMAGE TO PROPERTY OF ANY PERSON, FIRM, CORPORATION OR GOVERNMENTAL AGENCY, INCLUDING PROPERTY OF LCRA, AND/OR 2) DEATH OF, OR INJURY TO, ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF LCRA, ARISING OUT OF, AND TO THE EXTENT CAUSED BY, A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS AND EMPLOYEES.*

IN THE EVENT THAT LCRA IS FOUND TO BE CONCURRENTLY NEGLIGENT, RECIPIENT SHALL NOT INDEMNIFY FOR THE PROPORTIONATE NEGLIGENCE ATTRIBUTABLE TO LCRA BUT SHALL INDEMNIFY FOR THE PORTION OF NEGLIGENCE ATTRIBUTABLE TO RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS, AND EMPLOYEES.

11. Insurance. Recipient shall obtain and maintain a policy of insurance for the equipment or improvements purchased or funded with the Grant Money which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy must be utilized to acquire equivalent or better equipment, to repair or replace the equipment or improvement, or be paid to LCRA as a refund of the Grant Money. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement.

12. Disposition of Equipment and Improvements. When equipment or improvements purchased or funded with the Grant Money are no longer needed for the original Project purposes and the equipment/improvements have not yet met the Public Use timeframe outlined in Article 5, Recipient shall contact LCRA to determine another eligible use or purpose. LCRA will document the new use or purpose or, if the equipment/improvements have met the Public Use requirements, LCRA shall provide disposition instructions to the Recipient.

13. Additional Provisions

A. Survival. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party which survive termination or expiration of this Agreement.

B. Integration. This Agreement contains the entire and integrated Agreement between the Recipient and LCRA and supersedes all prior negotiations, correspondence, understandings, and representations.

C. Interpretation and Reliance. While this Agreement form was initiated by LCRA, Recipient had the opportunity to take exception to and seek clarification of it. Thus, this Agreement is the product of negotiations between the Parties. No presumption will apply in favor of any Party in the interpretation of this Agreement or in resolution of any ambiguity of any provision.

D. Laws. This Agreement shall be governed, interpreted, and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall be in a court of competent jurisdiction in Travis County, Texas.

E. Notice. All notices required under this Agreement must be made in writing and sent by registered or certified United States mail, return receipt requested or by nationally recognized courier service to the address below. Parties may change their address or other contact information by notifying the other Party pursuant to this Article. Nothing contained in this Article shall be construed to apply to routine communications between the Parties for execution of the Project or completion of the grant process.

Recipient:

Contact information contained in attached Grant Application.

LCRA:

Lower Colorado River Authority
Attn: Sheila Slagel, CDPG Grants
3700 Lake Austin Blvd.
Austin, TX 78703
Email: grants@lcra.org

With a copy to:

Lower Colorado River Authority
Attn: Office of the General Counsel
3700 Lake Austin Blvd.
Austin, TX 78703
Email: legalreview@lcra.org

The duly authorized representatives of the Parties have read all of this Agreement documents and execute this Agreement by their signatures below:

Lower Colorado River Authority



Bill Lauderback
Executive Vice President for Public Affairs
Lower Colorado River Authority

Recipient:

By: _____

SIGNATURE

Printed Name: _____ James Oakley

Title: _____ Burnet County Judge

Signature Date ("Effective Date"): _____ 10/10/17