

148

# \_\_\_\_\_

Travis County Commissioners Court Agenda Request

Voting Session 10/26/2010  
(Date)

Work Session \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Receive comments regarding variance requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.

C. Approved by: Margaret J. Gomez  
Margaret J. Gomez, Commissioner, Precinct 4

- A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to the following:

Stacey Scheffel, Floodplain Administer  
 Jon White, NREQ Director, TNR  
 Anna Bowlin, Dir. Development Services  
 Tom Nuckols, Co. Attorney's Office  
 Julie Jo, co. Attorney's Office  
 Tom Weber, Env. Quality Program Mgr

III. Required Authorizations: Please check if applicable:

- \_\_\_ Reduced funding for any department or for any purpose
- \_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_ Grant

Human Resources Department (854-9165)

- \_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 OCT 19 AM 10:38

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

# 8

Travis County Commissioners Court Agenda Request

Voting Session 10/26/2010  
(Date)

Work Session \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on the following in Precinct Four regarding variance requests by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site, including:

- A) A Variance under Chapter 62 of the Travis County Code from the Setback Distance Requirement to Individual Residences; and
- B) A Variance under Chapter 64 of the Travis County Code from the Setback Distances from the 100-Year Floodplain.

C. Approved by: \_\_\_\_\_  
Margaret J. Gomez, Commissioner, Precinct 4

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Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

Updated 10/22/2010, 11:50 a.m.

submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER



411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

October 26, 2010

**MEMORANDUM**

**TO:** Members of the Commissioners Court

**FROM:** Joseph P. Gieselman, Executive Manager, TNR 

**SUBJECT:** Synagro of Texas – CDR, Inc., Application No. 10-0118

**Proposed Motion:** Consider and take appropriate action on the following in Precinct Four regarding variance requests by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site, including:

- A) A Variance under Chapter 62 of the Travis County Code from the Setback Distance Requirement to Individual Residences; and
- B) A Variance under Chapter 64 of the Travis County Code from the Setback Distances from the 100-Year Floodplain.

**Summary and Staff Recommendations:** Synagro of Texas – CDR, Inc seeks to land apply sewage sludge, a byproduct from municipal wastewater treatment, onto agricultural pastureland in Precinct 4, south of Richards Drive near the community of Garfield. The properties proposed for land application total approximately 435 acres and are owned by local property owners who are providing Synagro access and permission to apply the sludge. Synagro requests variances to land apply sewage sludge closer than the setback from individual residences and to land apply within the floodplain, but at least 200 feet from all surface waters. Synagro does not propose to construct any structure on the site.

Travis County Code identifies solid waste facility setback requirements. Beneficial land application is designated in the Code as a “major facility”. Synagro seeks variances from the distance requirement of 1500 feet from an individual residence (Sec. 62.004) and the setback requirement for land application to be no closer than 500 feet outside the 100-year floodplain boundary (Sec. 64.222).

Attachment 1 provides justifications for these variances and Attachment 2 includes site maps showing the areas of interest. TNR staff recommends Commissioner Court approval on variance requests by Synagro along with the following condition:

" Issuance of this permit is based solely on permittee's compliance with the limited provisions of Chapter 82, Chapter 64, and Chapter 62, Travis County Code. It does not directly or indirectly constitute Travis County's acquiescence with the permittee's land use nor a finding or determination (1) that the permittee's land use is compatible with surrounding land uses, (2) that the site is otherwise suitable for the permittee's land use, or (3) that the permittee has adequately mitigated or can adequately mitigate all impacts that its land use may have on adjacent properties or the community."

**Background:** Sewage sludge will be generated from typical municipal wastewater treatment processes and Synagro expects the source to be from City of Austin facilities, although the source facilities could vary with market forces and demand. Sludge is a semi-solid that is typically sprayed and applied to the land as a soil amendment and substitute for inorganic fertilizer from a trailer-mounted rig behind a farm truck or tractor. Synagro must obtain TCEQ permits to land apply sewage sludge pursuant to Texas Health and Safety Code Chapter 361 which would establish limitations on toxic metal and nitrogen content, to prevent excessive buildup in soil. The treatment process for the source(s) of sewage sludge must be certified as adequate or the sludge tested to verify that pathogen levels have been reduced. As a part of the review of this request, staff requested data from the City of Austin on the quality of the sludge following treatment. The City provided the results of analyses from 2009 showing the quality met and exceeded minimum standards.

The TCEQ regulations that are applicable to this proposal for land application specify environmental setbacks from drinking water wells and off-site establishments and residences. Several setbacks and best management practices are required for surface and groundwater protection. TCEQ requires an individual residence to be at least 750 feet from an application area but allows a property owner affidavit to shorten that distance. TCEQ prohibits sludge application any closer than 200 feet from surface water, prohibits application in a designated FEMA floodway, and prohibits land application to flooded fields, water-saturated soils, on slopes > 8%, and sludge application must not result in runoff.

A variance from a setback from an individual residence (facility must be 1500 feet from an individual residence per Sec. 62.004) must be consistent with Chapter 62 of the Travis County Code. In accordance with Sec. 62.007(d), Travis County shall issue a variance order authorizing, and specially designating as an appropriate land use, the processing and disposal of solid waste in the area if certain requirements are met: (1) it is impractical to meet the siting criteria established; (2) there are adequate assurances from the operator that the activity will protect health, safety, and welfare on persons, property, and natural resources, and (3) the facility will provide an overall public benefit in light of solid waste management needs of the CAPCOG region.

A variance from a setback from a floodplain (facility must be 500 feet outside the boundary of the 100-year floodplain per Sec. 64.222) must be consistent with Chapter 64 of the Travis County Code. In accordance with Sec. 64.223(c), Travis County may issue a variance when (1) the facility meets all other regulations of this chapter; (2) no alternative site is available to the applicant; (3) due to special conditions, the requirement of Sec. 64.222 would result in an

Synagro of Texas – CDR, Inc.  
TNR Application No. 10-0118  
October 26, 2010  
Page 3 of 8

unusual hardship on the applicant; and (4) all necessary measures will be imposed upon and necessary measures taken by the applicant to protect public health and safety.

In accordance with Sec. 62.007(b)(5), public notice by Travis County has included posting of signs prominently in two locations adjacent to the proposed site. Written notices of the variance requests were mailed to all property owners within 1500 feet of the proposed site, to other persons who expressed an interest in this matter, and to homeowner associations known in the area. The signs and letter specified the opportunity to provide comments within a 30-day period of time. In response, TNR received several telephone calls of inquiry, 27 letters of protest, and a neighborhood petition signed by 58 households also protesting the variance. The TNR letter also gave notice of the first public hearing before the Court, which was convened on August 31, 2010. Subsequent to the first hearing, TNR activated a website on September 10, 2010, to inform the public of the variance requests. A letter signed by residents of the Navarro Creek Road area was then received protesting the Synagro project. Finally, following approval by the Commissioners Court, a letter was again mailed to the interested persons to notify them of the website and to inform them of a second hearing on October 26, 2010, convened because an appeal was filed protesting the recommendation of TNR to approve of these variances.

**Issues and Opportunities:** None identified

**Budgetary and Fiscal Impacts:** None identified

**cc:** Jon A. White, NREQ Division Dir.  
Thomas Weber, Environmental Quality Program Mgr.  
Anna Bowlin, Dir., Development Services  
Stacey Scheffel, Floodplain Administrator  
County Attorney's Office

## **ATTACHMENT 1**

### **Variance Justification Prepared by TNR**

#### Variance from Individual Residence Setbacks

A variance from a setback from an individual residence (facility must be 1500 feet from an individual residence per Sec. 62.004):

Synagro proposes to adhere to the Travis County setback of 1500 feet from all individual residences with the following exceptions:

- Staff has identified eight residences on Richards Drive and SH 71 within the 1500 foot setback affected by this request.
  - Five of the eight have submitted affidavits accepting the land application.
  - Of the remaining three, one has sent a letter opposing the proposal (Ms. Amy Cowell). Her residence appears to be 1400 feet from the application area. She has protested the application citing concerns with air quality, negative past experience with similar operations, and impacts on nearby Dry Creek.

TNR recommends that the Commissioners' Court approve of the individual residence distance variances under Sec. 62.007(b), based on the following findings:

1. Suitable sites that avoid variances are scarce. Synagro stated it “has gone to great expense to permit sites closer to Austin” for the cost benefit to the city of reduced transport costs compared to more outlying sites. The applicant agreed to substantial reduction in area rather than searching for a new site and withdrew the variance request on the southeast corner of the site (closest to many residents on Navarro Creek Road). No residents located on Navarro Creek Drive are within the 1500 foot setback.

It may be impractical to abandon this proposal and search for another Travis County property that met the setback distance. However, TNR has no evidence on which to base this determination. TNR does note that five of the eight affected property owners have explicitly indicated willingness for land application closer to their residences and two affected landowners did not reply to written notice of the variance nor raised a concern when in attendance at the public meeting (see item 5). The eighth landowner has protested the variance request and the residence is slightly within 1500 feet of the area where land application is proposed.

2. TNR believes the protectiveness of the TCEQ requirements, the sludge quality standards established by the USEPA, along with remaining County-required setbacks, assures Travis County that land application by the applicant will reasonably protect the public health, safety, and welfare of nearby residents and property owners. Nonetheless, it is possible that odors associated with land application will be noticeable at time, especially immediately following land application.
3. Synagro indicates that the site will receive solid waste (Class B or better sewage sludge) from City of Austin (COA) wastewater treatment facilities, thereby contributing to

meeting the solid waste management needs of the Capitol Area Planning Council region. It is not guaranteed that all future sewage sludge would originate from COA. The beneficial use of sewage sludge is a method to use waste to support the agronomic needs of a cover crop in a pasture, thereby saving the landowner from the utilization of manufactured inorganic fertilizer. Typically, if sewage sludge is not land applied or sold as a component of compost, it is received at a municipal solid waste landfill for disposal at a higher cost to the sludge generator and using significant capacity of the landfill.

4. Synagro has Texas compliance records for sewage sludge processing and beneficial use sites in Colorado and Waller counties. Synagro submitted copies of two notices of violation (NOV) issued by the TCEQ alleging certain violations relating to sludge operations. Synagro also provided copies of the corrective actions taken. One NOV related to inadequate documentation that a certain generator was authorized to dispose of sludge at the Synagro site. This was resolved. Another NOV related to a person who had complained of an odor; however, Synagro contested the NOV believing the odor was from a source other than Synagro.

TNR reviewed the latest compliance history rating for individual sites, individual authorizations at each site, and the overall rating. Under TCEQ protocol, the compliance history for inspected sites was “average” in all cases. For sites not inspected by TCEQ, the ratings were “average by default”.

5. Synagro sufficiently documented the posting of signs at two prominent locations on May 20, 2010. TNR reviewed the initial landowner mailing list, required additional written notices based upon estimation of the 1500 feet distance to nearby properties and the applicable homeowners associations in the area, and Synagro mailed notice in accordance with instructions provided by Travis County on May 19, 2010. The public was afforded the opportunity to comment for a 30 day period.

Synagro also provided written notice to all adjacent landowners and landowners within ¼ mile of the site, pursuant to TCEQ permitting requirements. TCEQ hosted a public meeting in Del Valle to obtain citizen input on October 1, 2009, at the request of a state representative.

#### Variance from Floodplain Setbacks

A variance from a setback from a floodplain (facility must be 500 feet outside the boundary of the 100-year floodplain per Sec. 64.222).

Synagro proposed to adhere to the TCEQ setback of 200 feet from all surface waters on or adjacent to the site. Synagro is also prohibited by TCEQ from applying sludge in a FEMA-designated floodway. After inspection of the properties and the surface waters, TNR concludes that the TCEQ setback of 200 feet offers sufficient water quality protection to prevent significant degradation of water quality in ephemeral streams that course the northern parcels of the site. Under this recommendation, approval of the variance would allow a portion of the 100-year

floodplain to be used for land application. These are headwater tributaries of Dry Creek with no riparian zones, ill-defined beds and banks, and limited aquatic resources. Slopes adjacent to these streams are very slight in grade. It appears that agricultural grasslands and crops have historically been planted and harvested nearly to the banks of these tributaries. In the judgment of TNR, a 200 foot setback from these waterways is very sufficient.

The southern parcel of the site is generally bounded by Dry Creek on the south and a un-named tributary of Dry Creek on the north. In contrast to the tributaries on the northern parcels, these two streams have wide riparian zones, there was flowing water on the date of inspection. Dry Creek was recently assessed by the TCEQ and designated to have an “exceptional” aquatic life use where outstanding integrity of the aquatic biota exists. Slopes on the southern parcel of the land application site are less than 8% throughout.

Due to the significance and quality of aquatic resources of Dry Creek and the un-named tributary (along the north side of the southern parcel), TNR recommends the variance request by Synagro not be completely allowed and instead, the setback should be set at 300 feet from Dry Creek and the un-named tributary. Under this recommendation, approval of the variance would allow a portion of the 100-year floodplain to be used for land application. As an additional rationale, a setback of 300 feet is consistent with other requirements for development in Travis County that require a 300 foot setback from a water course draining more than 640 acres (such as Dry Creek).

TNR recommends that the Commissioners’ Court approve of the floodplain distance variance by finding, under Sec. 64.223(c), that:

1. Synagro will be required to meet all other applicable regulations of Travis County Code, including Chapter 64 requirements.
2. As maps in Attachment 2 show, much of the land proposed for sludge application is either in the floodplain or the 500 foot fringe zone outside of the 100-year floodplain boundary. TCEQ and Travis County setback requirements sharply limit the availability of usable sites in Travis County. For instance, a lack of deep soils, less rainfall, and the prominence of steep slopes limit agriculture west of the Balcones Fault. East of the fault, it is expected to be difficult to find an agricultural site in Travis County with significant land meeting existing criteria in the Travis County Code. For these reasons, it is reasonable to conclude that Synagro would find it difficult to obtain an alternative site in Travis County and to negotiate agreements with landowners of such sites.
3. This site is pastureland with little relief. Sewage sludge application provides an organic fertilizer with known benefits to grass farming and cattle production. Denying use of sewage sludge as a fertilizer despite the provision of significant setbacks that are deemed adequately protective may be an unusual and unnecessary hardship. Please see Attachment 3 for comments on this issue from a landowner who seeks to receive sewage sludge on her land.

4. The requirements of the USEPA and TCEQ impose conditions on this proposed activity that are adequately protective of public health and safety. The proposal will not result in increased flood heights. As described above, either a 200 or 300 foot setback will remain to prevent significant impacts on surface water quality.

The Floodplain Administrator of Travis County has determined that the granting of this variance would not result in increased flood heights or velocities.

In conclusion, TNR recommends approval of variances from Sec. 64.222 to allow sewage sludge land application within 500 feet of the 100-year floodplain boundary and to allow sewage sludge land application within the 100-year floodplain so long as no land application occurs in the FEMA-designated floodway, nor within 200 feet (northern parcels) and 300 feet (southern parcel) from any surface water.

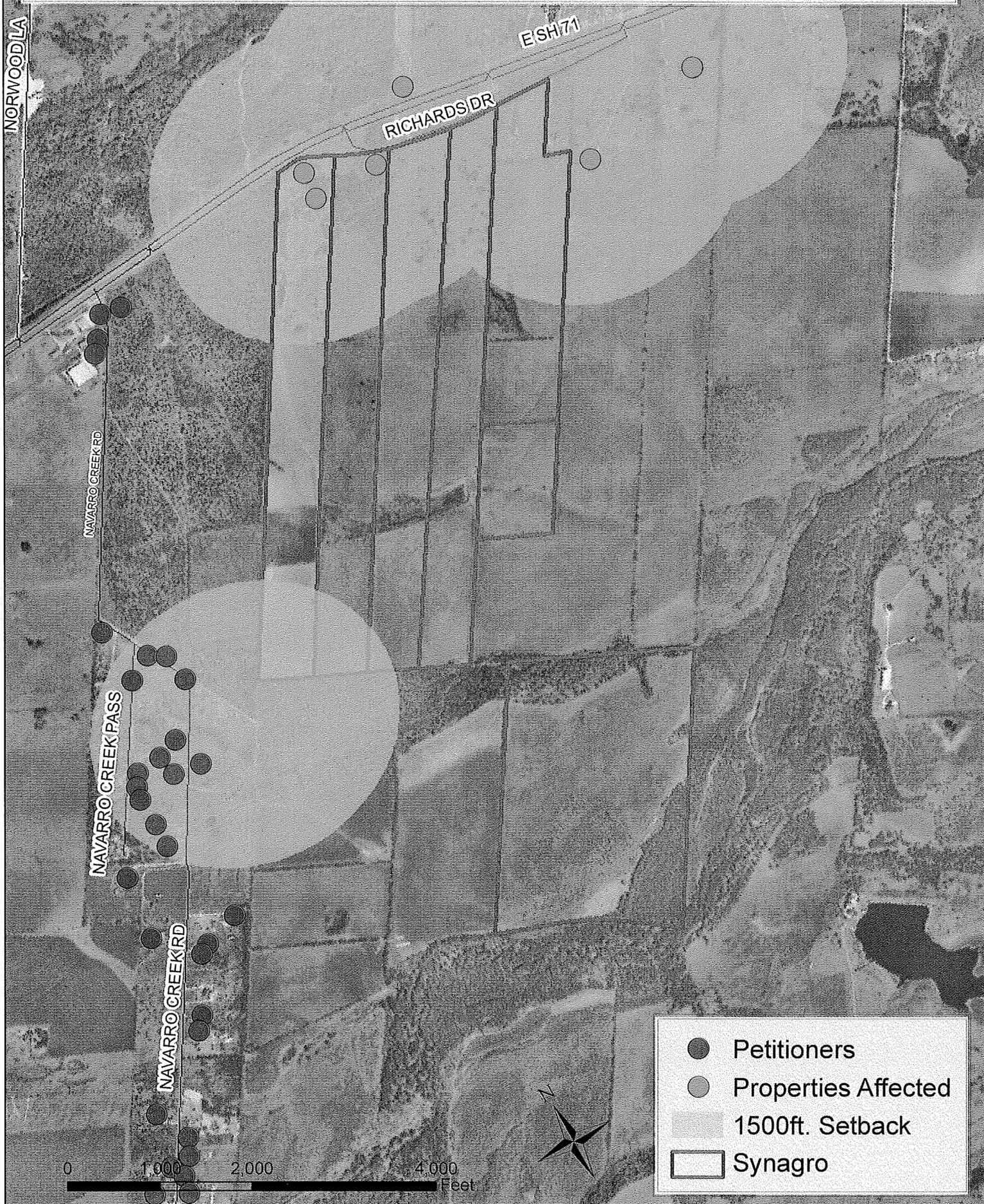
Updated 10/22/2010, 11:50 a.m.

Synagro of Texas – CDR, Inc.  
TNR Application No. 10-0118  
October 26, 2010  
Page 8 of 8

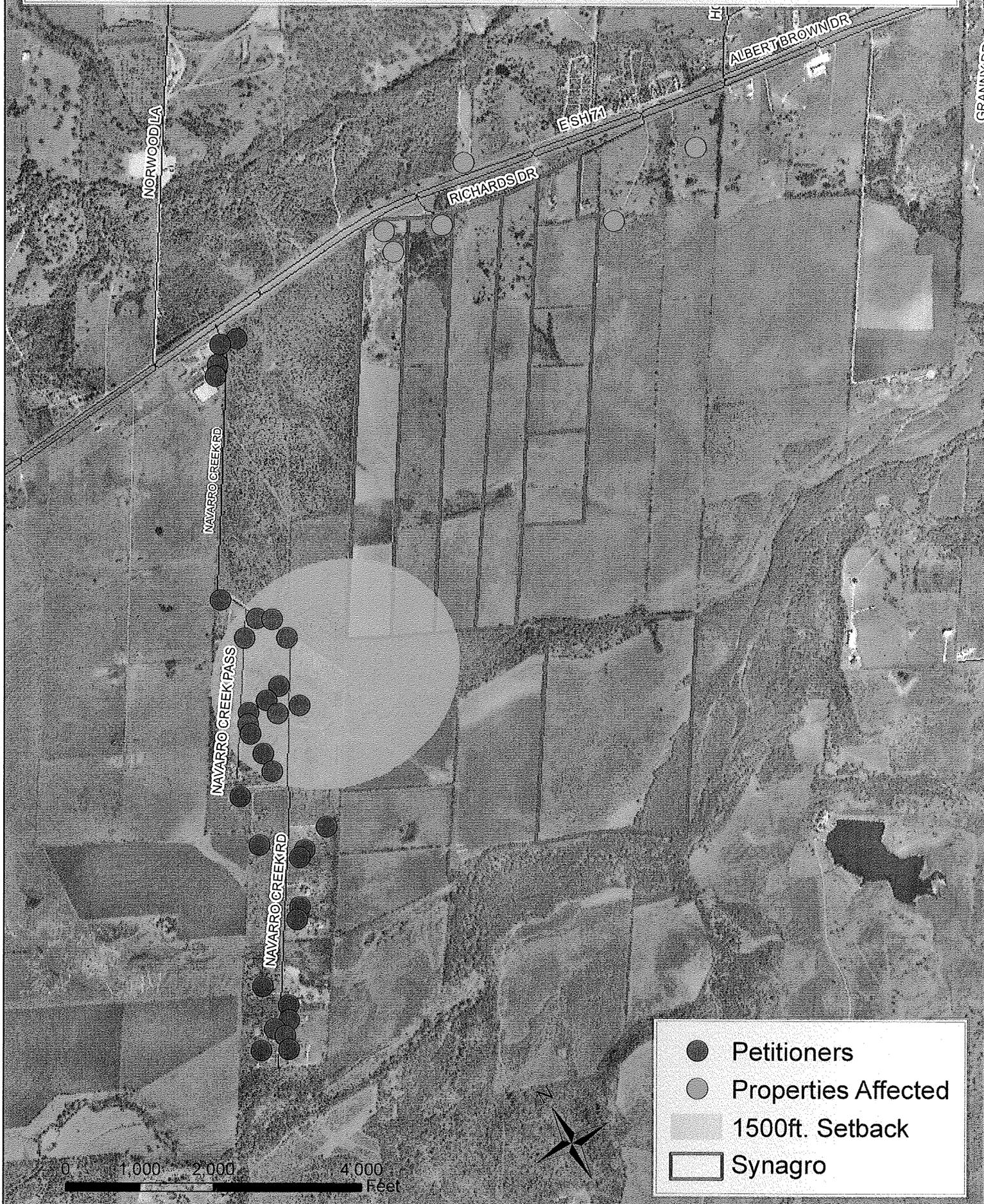
## **ATTACHMENT 2**

### **SITE MAPS DESCRIBING VARIANCES**

# (1A) Land Application Allowed Without Variances Under Chapter 62



# (1B) Land Application Allowed With Variances Under Chapter 62



- Petitioners
- Properties Affected
- 1500ft. Setback
- Synagro

0 1,000 2,000 4,000 Feet

# (2A) Land Application Allowed Without Variances Under Chapter 64

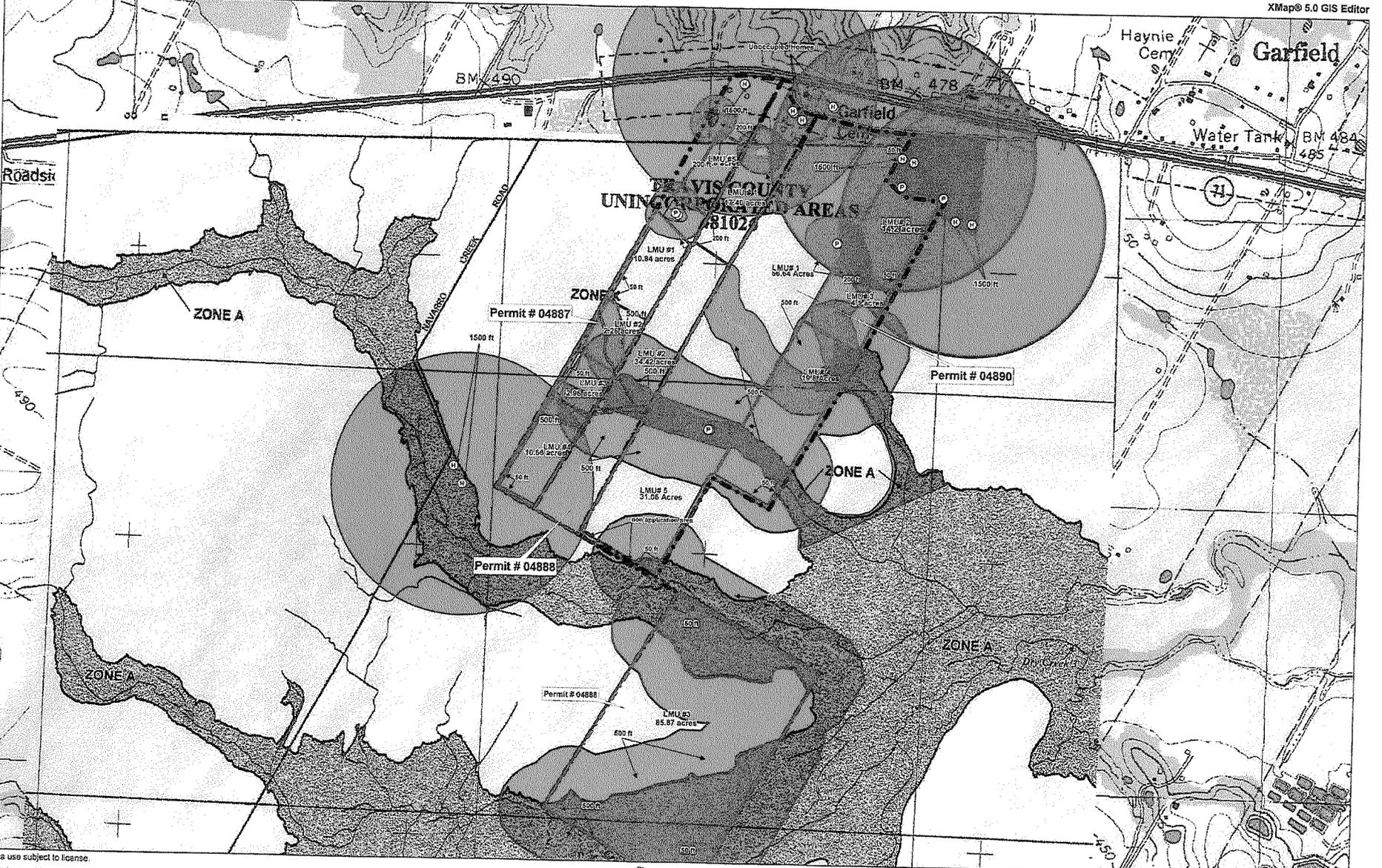


	Synagro
	100yr. Floodplain
	500ft. Floodplain Setback

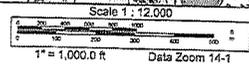
0 1,000 2,000 4,000 Feet

# (2B) Land Application Allowed With Variances Under Chapter 64





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 www.delorme.com



# (2C) Land Application Allowed With Variances Under Chapter 64



*Rosemary W. Kalina*  
*P. O. Box 1056 Bastrop, Texas 78602 Phone: 512 - 247-2513*

Written Comments for the:

**Docket No. 2010-0651-IWD** Synagro of Texas-CDR, Inc.  
Request(s) filed on Permit No. WQ0004888000  
**Docket No. 2010-0735-IWD**, Synagro of Texas-CDR, Inc.  
Request(s) filed on Permit No. WQ0004887000

ATTACH-  
MENT 3

Thank you in advance for allowing me to comment on these permits. My name is Rosemary W. Kalina. I am a cattle rancher and grass farmer and I have requested Synagro to apply organic fertilizer to my ranch. The community of Garfield is approximate seven miles East of Austin International Airport in which I grew up in. It is a rural community which has grown with residents moving into the area slowly.

In reference to the Del Valle schools, (which I attended from 1<sup>st</sup> grade to graduation) only occasionally was there a smell from the treatment plant. The schools moved due to the air base being changed into the Austin Airport. The Del Valle Schools and Del Valle Administration office moved to a location on Ross Road along with their football field. This sludge was applied years ago; there have been improvements in the treatment of this product before it is applied to land now. So it goes to reason it is better than it was then.

There are some people in the community who have gotten the idea that there is a waste treatment plant going to be built on Richards Drive, that is NOT the case in regard to these permits. These false ideas have been circulated and are difficult to correct. One couple who requested a hearing did not even have the courtesy of attending the first hearing that was held at the Del Valle School on Ross Road and are now wanting another hearing. Where they live is down Caldwell Lane which is not in the affected area. They have a misconception it is a treatment plant and it is not. This organic fertilizer will be applied to ranch and farm land which will be enhancing the soil.

As an active member (Vice-Chair of the Council, Fall Fest Chairman, Finance Committee member,) of the Haynie Chapel United Methodist Church, in Garfield, one of the oldest churches around, I personally do not believe our church will be effected by applying this sludge on the land. Russell Williams has applied for a permit. William Wallace is also seeking this on his property, and he is a long standing and active member of several committees of this church. Several other community members have applied or are in the process of this with Synagro. This is not a "church" issue.

The United States is heading toward a "green" environment. What is more "green" than natural organic fertilizer? I have had to use chemical fertilizer in the past but would prefer organic. It will

benefit the soil in a safe natural way as God intended it to be. Landowners will benefit, along with tax payers and consumers by this natural organic fertilizer. The land application of this organic fertilizer will give much needed nutrients to the soil. These nutrients will increase the production of grass and hay products. This is the process of recycling, the City of Austin is committed to protecting the environment and the Hornsby Bend Biosolids plant is the plant that receives their biosolids. It is my understanding Hornsby Bend treats the biosolids to kill pathogens before these Biosolids are recycled. Not only will the organic fertilizer benefit us, as a cattle and farming industry, but the cities which need to dispose of their sludge. It is a win- win situation for all concerned. The soil will receive rest and recovery with this natural fertilizer.

The economic value is a great benefit to the landowners who are willing to participate in this opportunity. The exposure has been carefully studied by experts and there are not any great - harmful effects. It is my understanding this "Organic" fertilizer has been certified through the proper governmental channels.

The drought, even though we have had rain the last several weeks, is a severe threat to the ranching industry and Texas is the largest in the United States. We come from a long line of pioneer stock, but we, as ranchers and farmers need a break and this fertilizer will come as a strong benefit to us.

With the cost skyrocketing of feed and supplements, ranchers have had to cut deeply into their herds, taking calves to market sooner and thinner than we would like to and even selling mature cows that keep the herds growing. It will take me several years to regain the herd I had to decrease and elect not to keep heifers due to the drought. As one person put it - we are selling the factory - in order to survive. The number of cows, female cattle, is falling which will push the cost of meat up in the supermarket in the coming months. The rancher is not receiving a profit on their cattle with this situation we are facing.

Any assistance from programs which will benefit the farmers and ranchers of Texas toward producing their livestock should be encouraged and lauded. I encourage you to approve these applications.

Thank you for your time and consideration in this matter.

Rosemary W. Kalina

**PUBLIC HEARINGS**

- 3. RECEIVE COMMENTS ON VARIANCE REQUESTS UNDER CHAPTER 62 AND CHAPTER 64 OF THE TRAVIS COUNTY CODE BY SYNAGRO OF TEXAS – CDR, INC., FOR A PROPOSED SEWAGE SLUDGE BENEFICIAL USE LAND APPLICATION SITE. (COMMISSIONER GÓMEZ) (ACTION ITEM #18) (9:29 AM)

**Clerk's Note:** The Court with objection opened the Public Hearing.

**Members of the Court heard from:** Tom Weber, Environmental Quality Program Manager, Transportation and Natural Resources (TNR); Greg Rock, Technical Services Manager, Synagro Technologies, Inc; Chuck Simmons, Senior Technical Services Manager, Synagro Technologies, Inc.; Eirasema Torres, Travis County Resident; Maria Reyes, Travis County Resident; Jasmine Aguilar, Travis County Resident; and Maurice Priest, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Davis** to close the Public Hearing.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**CITIZENS COMMUNICATION**

**Members of the Court heard from:** Sandra Kirk, Director, Heritage Society of Austin; Linda Team, Director, Heritage Society of Austin; Mandy Dealey, President, Heritage Society of Austin; Jim Harrington; Director, Civil Rights Project; Maria, Civil Right Project Client; Edna Yang, General Counsel, American Gateways; Jacqueline Watson, Immigration Attorney, Hines and Leigh; Major Darren Long, Jail Administrator, TCSO; Maurice Priest, Travis County Resident; Ronnie Gjemre, Travis County Resident; Joe Gieselman, Executive Manager, TNR; and Mary Aleshire, Travis County Resident. (10:19 AM)

188

Item 3, August 31, 2010

Voting Session of Travis County Commissioners Court

Public Hearing to Receive Comments Regarding Variance Requests under Chapter 62 and Chapter 64 of the Travis County Code by Synagro of Texas – CDR, Inc. for a Proposed Sewage Sludge Beneficial Use Land Application Site.

Summary of Public Comments:

**Ms. Eirasema Torres** – She begs that the Court, in making a decision, keep in mind that there are 60 families who live on Navarro Creek Rd where she resides. She indicates she speaks for her neighbors also, many who could not come or who can only speak in Spanish.

She has two children, one of whom is asthmatic and cannot be out-of-doors when there are strong odors or wood fires. Also, University of Texas officials have not been able to determine why her children have been ill for five years. The area already suffers from odors from a cattle ranching operation. At times, at night, the odors from the City of Austin's Hornsby Bend sludge processing operation are noticeable to her and her neighbors.

She characterized herself and her neighbors as being forced to sacrifice the ill effects of the sludge land application for the financial benefit of the few. She feels she has no voice against the powerful.

**Ms. Maria Reyes** – She agrees with the comments of Ms. Torres. She and the neighborhood already suffer from periodic odors from the Hornsby Bend operation. By adding another site by Synagro, she believes she will be “packed in the middle” between these smells.

**Jasmine Aguilar** – She has two children and is concerned for their health that may result from contamination. She does not want to suffer bad odors.

**Morris Priest** – He believes issuing these variances would be appalling and similarly to the decision made to approve the TXI mining permits. We have no way of knowing who is going to be responsible for anything out at the Synagro site. There will be a continuous barrage of odors.

*Note:* Other comments were provided by Chuck Simmons and Greg Roque of Synagro, in response to questions from the Court members.

2



**TRAVIS COUNTY PURCHASING OFFICE**

***Cyd V. Grimes, C.P.M., Purchasing Agent***

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/18/10 MB*

**Voting Session: Tuesday, October 26, 2010**

**REQUESTED ACTION: APPROVE AUTHORIZATION TO COMMENCE NEGOTIATIONS WITH THE MOST HIGHLY QUALIFIED FIRM, CP&Y, RFQ NO. Q100168-JW, PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF WELLS BRANCH PARKWAY EXTENSION.**

***Points of Contact:***

**Purchasing:** Jason G. Walker, Marvin Brice

**Department:** (TNR), Joe Gieselman, Executive Manager; Steve Manilla, P.E., Public Works Director; Roger Schuck, P.E.

**County Attorney (when applicable):** Chris Gilmore

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro, Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.
- This project is for the development of Plans, Specifications, and Estimates for the extension of Wells Branch Parkway, from where it currently terminates (at Killingsworth Lane) eastward approximately one mile, to a point where it will reconnect with Killingsworth Lane. Through this extension, a section of Killingsworth Lane having poor roadway geometry will be bypassed.
- On September 8, 2010 twenty (20) proposals were received, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. With this project being one that is not complex (small one-mile long project), and the technical plans adequately conveying the firm's project understanding and design approach, TNR recommends forgoing the discretionary requirement for short-listing and conducting formal presentations of the short-listed firms.
- As a result, for this project it is TNR recommendation for the highest rated firm, CP&Y, and TNR requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix, requested by Purchasing, showing point totals for each firm.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: \$0.00 (Estimated quantity)

Contract Type: Architect/Engineer

Contract Period:

➤ **Contract Modification Information:**

Modification Amount: \$0.00 (Firm Amount) (Add'l. comments)

Modification Type: N/A

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 155

Responses Received: 20

HUB Information: Not Applicable

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: Contract negotiations request. No funds involved.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_ Not Verified \_\_\_ by Auditor.

\_\_\_ **Approved**

\_\_\_ **Disapproved**

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Date



*Jason*  
*10-13-10*  
*YMB*

**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

October 06, 2010

MEMORANDUM

To: Marvin Brice, Assistant Purchasing Agent  
From: *Steve Manilla*, TNR Public Works Director  
Subject: Wells Branch Pkwy Extension  
RFQ# Q100168-JW  
Professional Services Agreement for Engineering Design

RECEIVED  
TRAVIS COUNTY  
2010 OCT 13 AM 8:34  
PURCHASING  
OFFICE

The following information is for your use in preparing an agenda item for Commissioners' Court action. Please contact me at X49429 if you have any question or need additional information.

**Propose Motion:**

Consider and take appropriate action on TNR's request to negotiate a Professional Services Agreement with CP&Y, Inc for Wells Branch Pkwy Extension project, in Precinct Two.

**Summary and Staff Recommendations:**

On July 26, 2010, TNR request the Purchasing Office to obtain professional engineering services for the design of the Wells Brach Pkwy Extension project. Purchasing Office, together with TNR Public Works, developed an RFQ for these services and on September 8, 2010 received Statements of Qualifications from twenty (20) firms. The Evaluation Committee reviewed and rated the qualifications of each firm and determined CP&Y, Inc. to be the highest rated and therefore most qualified firm for this project. Although the difference in scores between the highest ranking firms was small TNR recommends forgoing the discretionary requirement of formal presentations by the firms because the project is not complex; the vendor's technical plans adequately conveyed their project understanding and design approach; and, the additional time and expense are unnecessary costs to the vendors and the County for this relatively small one-mile long project.

The Professional Services Agreement will be for the development of Plans, Specifications and Estimates for the extension of Wells Branch Pkwy from its existing western terminus at Killingsworth Lane eastward approximately one mile to a point where it will reconnect with Killingsworth Lane, essentially by-passing a section of Killingsworth Lane having poor roadway geometry. The improved roadway will follow right-of-way previously dedicated by Sun Communities, the developer of Boulder Ridge Estates. The improvements will terminate near the south property line of Travis County's Northeast Metro Park and

near a future Pflugerville ISD facility site. When completed it will provide a safer roadway for users of the park as well as the school facility coming from and going to IH-35.

This roadway is included in CAMPO 2035 Regional Transportation Plan. Design services will be performed for the ultimate 6-lane arterial with bike lanes and sidewalks however the construction will be phased and only 2-lanes of the ultimate six will be included in the initial construction contract.

Staff recommends approving Purchasing and TNR to negotiate a Professional Services Agreement with CP&Y, Inc. TNR and Purchasing will present the PSA to Court for approval after completion of negotiations.

**Budgetary and Fiscal Impact:**

Funding for this project will come from Capital Metro Build Central Texas Grant Funds. Estimated construction cost is approximately \$6M for the ultimate 6-lane arterial and \$2.2M for the initial 2-lane road. Additional construction funding is also available from a 1999 Road Construction Agreement with Sun Communities in the amount of \$500K. The cost of professional services for design, survey, geotechnical investigations, and permitting of the 6-lane arterial, and preparing construction plans for two lanes, is to be negotiated. Funding for the professional services contract has been encumbered in the following funding source:

Req ##506229

Account #485-4941-621-8164

Project Number: M06485

Comm/sub-comm: 968/057

Amount: \$400,000 (to be negotiated)

The requisition cannot be updated until the bond funds roll to FY 2011 (probably in mid November). We will not request a contract award until the roll over is completed.

**Issues and Opportunities:**

The layout of the initial 2-lane road will be similar to the existing Wells Branch Pkwy between Immanuel Road and Killingsworth Lane where only the two westbound lanes of the ultimate 6-lane arterial were constructed and are currently functioning in a two-way operation. A bike lane and sidewalk will also be included in the initial 2-lane road.

Similar roadway design and construction scheme is being prepared by a developer that acquired the Fossil Creek Development property, which was a 2005 voter approved Public-Private Project that did not materialize. When completed it will extend Wells Branch Parkway another mile eastward to Cameron Road.

Sun Communities previously dedicated 124' of right-of-way and will be dedicating an additional 16' to accommodate the ultimate six lane roadway which requires 140'. An amendment to Sun's 1999 agreement is nearing completion and will be presented to Court within a few weeks.

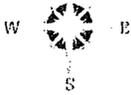
**Attachments:**

Evaluation Result

Project Location Map

CC: Jason Walker, Purchasing Office  
Cynthia McDonald, Donna Williams-Jones, Bruni Cruz, TNR Financial Services  
Steve Sun, P.E., Roger Schuck, P.E., TNR Public Works

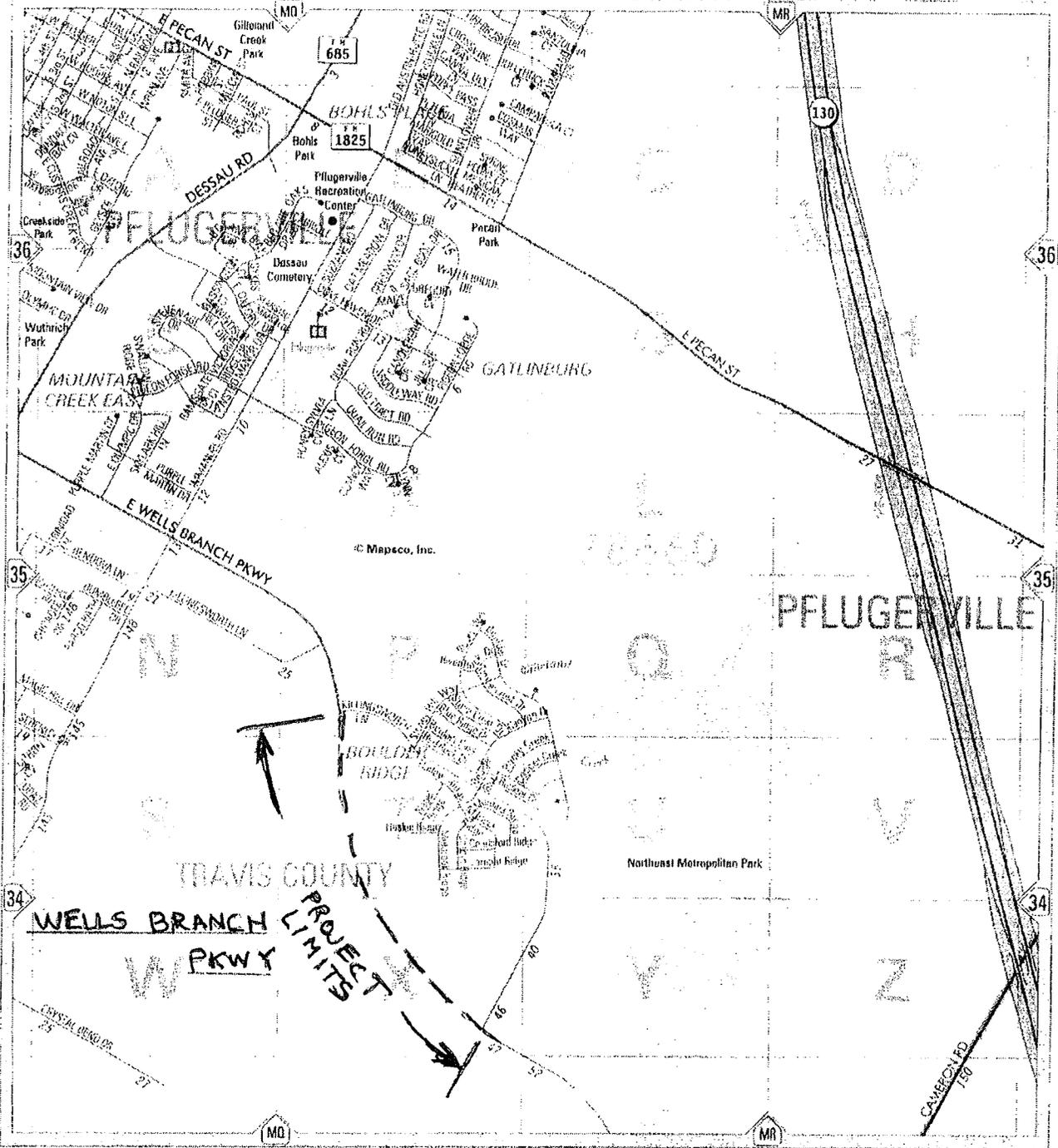
	Evaluator A	Evaluator B	Evaluator C	Total	Avg. Total
Armstrong	3.55	3.78	3.60	10.93	3.64
Aquirre & Fields	2.35	3.55	3.20	9.10	3.03
Binkley & Barfield	2.05	3.88	2.40	8.33	2.78
Bridgefarmer & Associates, Inc.	3.00	4.34	3.15	10.49	3.50
Chica	1.75	3.36	1.85	6.96	2.32
CP&Y	3.75	4.20	3.80	11.75	3.92
Dannenbaum	3.10	3.28	2.65	9.03	3.01
Doucet	1.90	3.60	2.15	7.65	2.55
Halcrow	3.45	3.63	2.90	9.98	3.33
Halff	3.55	4.29	3.30	11.14	3.71
Huitt-Zollars	3.55	4.43	3.60	11.58	3.86
KBR	3.10	4.43	3.25	10.78	3.59
Klotz	3.50	4.15	3.10	10.75	3.58
LAN	3.65	3.88	4.00	11.53	3.84
LJA	2.90	3.83	3.10	9.83	3.28
LNV	1.65	2.85	2.00	6.50	2.17
Mactec	3.00	4.15	2.10	9.25	3.08
Othon	2.15	4.15	2.75	9.05	3.02
Steger-Bizzell	2.05	3.33	2.55	7.93	2.64
Texas Engineering	2.25	3.23	2.55	8.03	2.68



Directions Made Easy  
www.mapsco.com

468

CONTINUED ON MAP 438



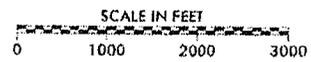
CONTINUED ON MAP 467

CONTINUED ON MAP 490

CONTINUED ON MAP 469



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**TRAVIS COUNTY PURCHASING OFFICE**

**Cyd V. Grimes, C.P.M., Purchasing Agent**

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9180

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/18/10*

**Voting Session: Tuesday, October 26, 2010**

**APPROVE INTERLOCAL AGREEMENT WITH TEXAS WORKFORCE COMMISSION FOR INFORMATION RELEASE FOR CONSTABLE PRECINCT NO. 2.**

**Points of Contact:**

**Purchasing:** Scott Wilson, 854-9451

**Department:** Constable Adan Ballesteros Precinct No. 2, Edward Howell, 854-4515; Bryon Curtis, 854-2119

**County Attorney (when applicable):** John Hille, 854-9415

**County Planning and Budget Office:** Leroy Nellis, Randy Lott

**County Auditor's Office:** Susan Spartaro, Jose Palacios, Sean O'Neal

**Other:**

**Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This Agreement will provide on-line read-only access to wage record files and employer master files through specified TWC Agency mainframe computer screens.

➤ **Contract-Related Information:**

Award Amount: \$3,075.00

Contract Type: Interlocal

Contract Period: November 1, 2009 through October 31, 2011

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 513182 & 513292

Funding Account: 001-3201-567.6099

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.



# ADAN BALLESTEROS

## TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418  
Phone: (512) 854-9697 Fax: (512) 854-9196



September 13, 2010

RECEIVED  
TRAVIS COUNTY  
2010 SEP 14 AM 10:09  
PURCHASING  
OFFICE

Honorable Samuel T. Biscoe, Travis County Judge  
Honorable Ron Davis, Commissioner, Precinct One  
Honorable Sarah Eckhardt, Commissioner, Precinct Two  
Honorable Karen L. Huber, Commissioner, Precinct Three  
Honorable Margaret J. Gomez, Commissioner, Precinct Four

Re: Texas Workforce Commission Open Records Contract

Dear Judge Biscoe and Commissioners:

The Travis County Constable Precinct Two's Office requests approval of an inter-local agreement between Travis County and the Texas Workforce Commission. This agreement will give Precinct Two Investigators access to Texas Workforce Commission records to assist in locating defendants and associates involved in criminal cases.

If you have any questions in this regard, please contact me.

Sincerely,

Bryan Curtis  
Office Manager  
Travis County Constables Pct. 2

GM200I13

**TRAVIS COUNTY**

10/13/10

Fiscal Year 2011

**Account Balance Inquiry**

16:23:32

Account number . . . . : 1-3201-567.60-99  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 32 CONSTABLE 2  
 Division . . . . . : 01 CIVIL  
 Activity basic . . . . : 56 PUBLIC SAFETY (LAW ENF)  
 Sub activity . . . . . : 7 CONSTABLE 2  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 8,200  
 Revised budget . . . . . : 9,051 10/01/2010  
 Actual expenditures - current . . : 3,292.00-  
 Actual expenditures - ytd . . . . : .00  
 Unposted expenditures . . . . . : .00  
 Encumbered amount . . . . . : 1,092.50  
 Unposted encumbrances . . . . . : .00  
 Pre-encumbrance amount . . . . . : 4,550.00  
 Total expenditures & encumbrances: 2,350.50 26.0%  
 Unencumbered balance . . . . . : 6,700.50 74.0

**F5=Encumbrances      F7=Project data      F8=Misc inquiry**  
**F10=Detail trans    F11=Acct activity list    F12=Cancel      F24=More keys**

PURCHASE REQUISITION NBR: 0000513182

REQUISITION BY: EDWARD HOWELL 46371

STATUS: READY FOR BUYER PROCESS  
 REASON: TO PAY FOR ONLINE RESEARCH TOOLS FROM TWC

DATE: 10/07/10

SHIP TO LOCATION: CONSTABLE PCT 2

SUGGESTED VENDOR: 9424 TEXAS WORKFORCE COMMISSION

DELIVER BY DATE: 10/08/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TWC ONLINE SEARCH CONTRACT RANGE 0-10,000 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	5.00	DOL	125.0000	625.00	
2	TWC ONLINE SEARCH CONTRACT RANGE 10000-25000 COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	5.00	DOL	320.0000	1600.00	
3	TWC CONTRACT INITIATION CHARGE COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	DOL	75.0000	75.00	
REQUISITION TOTAL:					2300.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00132015676099	OTHER PURCHASED SERVICES	100.00	625.00
2	00132015676099	OTHER PURCHASED SERVICES	100.00	1600.00
3	00132015676099	OTHER PURCHASED SERVICES	100.00	75.00
				2300.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

PURCHASE REQUISITION NBR: 0000513292

REQUISITION BY: EDWARD HOWELL 46371

STATUS: READY FOR BUYER PROCESS  
REASON: PAY FOR TWC ONLINE RESEARCH ACCESS

DATE: 10/08/10

SHIP TO LOCATION: CONSTABLE PCT 2

SUGGESTED VENDOR: 9424 TEXAS WORKFORCE COMMISSION

DELIVER BY DATE: 10/08/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TWC ONLINE SEARCH CONTRACT RANGE 0-10000 12 MONTHS COMMODITY: DP PROCESS & SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	12.00	DOL	125.0000	1500.00	
REQUISITION TOTAL:					1500.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00132015676099	OTHER PURCHASED SERVICES		1500.00
		OTHER PURCHASED SERVICES	100.00	
				1500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

**TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT  
AMENDMENT**

INFORMATION RELEASE					
TWC Contract Number	2910PER089	Amendment Number	1	Effective Date	July 1, 2010
Recipient Information					
Name	Travis County, for the benefit of Travis County Constable Precinct 2				
Mailing Address	10409 Burnet Rd. Ste 150				
City/State/Zip	Austin, Texas 78758				
Telephone Number	512-854-6372				
Remarks					
This contract amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Contract Amendment and any referenced attachments.					
Data Sharing Agreement					
Online access only					
Maximum number of online users: 20					
Amendment Detail					
Contract Period					
<input type="checkbox"/> The Contract Period is amended as follows: Current End Date:                      Amended End Date:					
<input checked="" type="checkbox"/> There are <b>no</b> changes to the Contract Period pursuant to this amendment.					
General Terms and Conditions					
<input checked="" type="checkbox"/> The General Terms and Conditions are amended as follows:					
<ul style="list-style-type: none"> <li>• Replace the current General Terms and Conditions with the attached Revised General Terms and Conditions, including the Table of Contents.</li> </ul>					
<input type="checkbox"/> There are <b>no</b> changes to the General Terms and Conditions pursuant to this amendment.					
Attachment A: Statement of Work: Project Requirements					
<input checked="" type="checkbox"/> Attachment A- Statement of Work: Project Obligations is amended as follows:					
<ul style="list-style-type: none"> <li>• Replace the current Attachment A through A4, Statement of Work – Project Obligations, with the attached Revised Attachment A through A6, Statement of Work – Project Obligations,</li> </ul>					
<input type="checkbox"/> There are <b>no</b> changes to the Statement of Work-Project Requirements pursuant to this amendment.					
Funding Information					
<input type="checkbox"/> Funding Information is amended as follows:					<b>Total Amended Contract Amount</b>
<input checked="" type="checkbox"/> There are <b>no</b> changes to the Funding Information pursuant to this amendment.					<b>No Change</b>
Changes to Other than the Above Categories					
<input type="checkbox"/> Other:					
<input checked="" type="checkbox"/> There are <b>no</b> other changes to the document pursuant to this amendment.					

**Signature Authority**

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this contract amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances and provisions of this contract amendment.

**Amendment Approval**

Agency: **Texas Workforce Commission**

  
Larry E. Temple \_\_\_\_\_ Date  
Executive Director

**Amendment Acceptance**

Recipient: **Travis County, for the benefit of Travis County Constable Precinct 2**

Samuel T. Biscoe \_\_\_\_\_ Date  
Travis County Judge

TEXAS WORKFORCE COMMISSION  
 INFORMATION RELEASE CONTRACT

**Revised TABLE OF CONTENTS**

<b>Revised General Terms and Conditions</b>	
Section 1	Purpose and Legal Authority
Section 2	Administrative Requirements
Section 3	Amendments and Termination
Section 4	Breach of Contract
Section 5	Protecting the Confidentiality of Records
Attachment A	Statement of Work - Project Obligations
Attachment A1	TWC User Information Security Agreement
<b>Attachment A2</b>	<b>Cover Sheet for Transmitting User Agreement</b>
<b>Attachment A3</b>	<b>Quarterly Self-Assessment Report</b>
<b>Attachment A4</b>	<b>Rate Schedule for Online Access</b>
<b>Attachment A5</b>	<b>Protection of Confidentiality - 20 C.F.R. 603.9</b>
<b>Attachment A6</b>	<b>TWC Data Security Policy</b>

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT**

**Revised GENERAL TERMS AND CONDITIONS**

**SECTION 1 – Purpose and Legal Authority**

- 1.1 This contract sets forth the responsibilities and obligations of the Texas Workforce Commission (hereinafter referred to as Agency) and the Party or Parties identified on the cover page as Recipient (hereinafter referred to as Recipient) pursuant to Texas Labor Code §§ 301.061 and 302.002(c) with respect to Agency's provision of proprietary information to the identified party(ies). The specific responsibilities and obligations of the parties are set forth in Attachment A which is made a part hereof.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

**SECTION 2 – Administrative Requirements**

- 2.1 This contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE AGENCY.**
- 2.2 If any law of the United States or of the State of Texas contravenes or invalidates any provision of this contract, this contract shall be construed to void that specific provision without affecting the remaining provisions of this contract or the rights and obligations of the parties.
- 2.3 Recipient agrees to notify Agency in writing within ten (10) days in the event of any significant change affecting Recipient and Recipient's identity, such as ownership or control, name change, governing board membership, or vendor identification number.
- 2.4 This contract is the entire agreement between the parties.
- 2.5 Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

**SECTION 3 – Amendments and Termination**

- 3.1 Agency may unilaterally revise rates for services provided upon written notice to Recipient of at least 30 calendar days.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.2 Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties, except for revisions to payment rates as described in Section 3.1.
- 3.3 Either party may suspend or terminate this contract at any time, on written notice to the other party. However, such termination shall not relieve Recipient of the obligation to pay for all services rendered prior to such termination, at the rates provided herein.
- 3.4 In the event of an emergency, Agency may suspend on-line computer services without advance notice. Services will resume at the earliest practical time.
- 3.5 The contract may be immediately suspended without notice if Agency suspects a violation of the security provisions contained in Section 3 of the Statement of Work. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 3.6 Termination of this contract will not end the responsibility of Recipient to protect the confidentiality of any data obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

**SECTION 4 – Breach of Contract**

If Recipient or any official, employee or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's costs billed to Recipient, this contract shall be suspended and further disclosure of information (including any disclosure being processed) to Recipient shall be prohibited until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action, this contract shall be cancelled and Recipient shall surrender to Agency all information and copies thereof obtained under the contract which have not previously been returned to Agency, and any other information relevant to the contract obtained under this contract. Cancellation of this contract shall not limit Agency from pursuing penalties provided under state law for the unauthorized disclosure of confidential information. Agency shall undertake any other action under the contract, or under any law of the State or of the United States, to enforce this contract and secure satisfactory corrective action or surrender of the information, and shall take other remedial actions permitted under State or Federal law to effect adherence to the requirements of this contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution as permitted under such law for all costs incurred by Agency in pursuing the breach of this contract and enforcement of the terms of this contract.

**SECTION 5 –Protecting the Confidentiality of Records**

- 5.1 As used in this contract "information" shall mean any records obtained by Recipient from Agency including records provided orally, electronically or as paper records. Information shall also include records obtained by Recipient through on-line access to Agency electronic files as well as any data compilations provided by Agency. Information obtained from Agency shall be

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

subject to the provisions of this contract even if it is converted by Recipient into another format or medium or incorporated in any manner into Recipient records, files or data compilations.

- 5.2 Recipient shall limit access to information obtained from Agency under this contract to those officers and employees of Recipient with a need to access the information to achieve the purpose listed in Attachment A Section 1. Recipient shall not transfer the authority or ability to access or maintain data under this contract to any other person or entity.
- 5.3 Recipient shall comply with the requirements of 20 C.F.R. § 603.9, incorporated herein by reference, regarding safeguarding the information obtained from Agency and insuring the confidentiality of information obtained from Agency. A copy of 20 C.F.R. §603.9 is attached as **Attachment A3**.
- 5.4 Recipient shall permit Agency to have access to all sites which contain Agency information including information maintained electronically and shall permit Agency to have access to all workplaces used by individuals who have access to Agency information for Agency on-site inspections to assure that the requirements of state and federal law as well as this contract are being met by Recipient. Recipient shall fully cooperate with any on-site inspections or monitoring activities of Agency.
- 5.5 Recipient shall safeguard the information disclosed against unauthorized access or redisclosure.
- 5.6 Recipient shall use Agency information only for purposes authorized by law and consistent with this contract.
- 5.7 Recipient shall store Agency information in a place physically secure from access by unauthorized persons.
- 5.8 Recipient shall store and process Agency information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 5.9 Recipient shall adopt and comply with precautions to ensure that only authorized personnel are given access to Agency information stored in computer systems.
- 5.10 Recipient shall instruct all personnel having access to Agency information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and in the state law for unauthorized disclosure of information.
- 5.11 Recipient acknowledges that all personnel who will have access to Agency information have been instructed in accordance with the terms of this contract. Recipient shall report any breach of this contract including any breach of the security provisions to Agency fully and promptly.
- 5.12 Recipient shall dispose of information disclosed by or obtained from Agency, and any copies made by Recipient after the purpose set out in Attachment A Section 1 is achieved, except for disclosed information possessed by any court. Disposal means return of the information to Agency or destruction of the information, as directed by Agency. Disposal includes deletion of

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- personal identifiers in lieu of destruction. In any case, Recipient shall dispose of the information disclosed within thirty (30) days after the date of termination or expiration of this contract.
- 5.13 Recipient shall create and maintain a system sufficient to allow an audit of compliance with the requirements of this contract.
- 5.14 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.
- 5.15 **Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code Chapter 552. Recipient shall not release any information obtained from Agency under this contract in response to a request made under Texas Government Code Chapter or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to information obtained from Agency.**
- 5.16 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request or request for appearance for testimony upon any matter concerning information disclosed under this contract.
- 5.17 **To the extent permitted by law, Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency and the State of Texas, as well as employees and officials of Agency and the State of Texas for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use, by Recipient, of the information provided by Agency.**

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Revised Attachment A**

**CONTRACT #2910PER089**

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
TRAVIS COUNTY, FOR THE BENEFIT OF TRAVIS COUNTY CONSTABLE PRECINCT 2**

**STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

The purpose of this contract is to provide direct online access to Agency's mainframe computer files for Wage Records, Unemployment Insurance Claims Function – limited access and Employer Master File Inquiry. Subject to the security and confidentiality provisions of this contract, Recipient shall use information obtained from Agency solely to be used to find individuals for the purpose of serving warrants and civil documents and to determine indigency. Any other use of the information by Recipient shall be a breach of this contract.

**SECTION 2 – Obligations of Agency**

- 2.1 Agency authorizes on-line, "read-only" access to the following, specified Agency mainframe computer screens:
  - Wage Record File (BN75 screen);
  - Unemployment Insurance Claims Function - limited access; and
  - Employer Master File Inquiry.
- 2.2 On-line access to Agency's data will routinely be available to Recipient Users on Mondays through Fridays, between the hours of 8:00 a.m. through 5:00 p.m. Central Time Zone, excluding State holidays. Access to Agency's data may not be available at other times, due to the computer maintenance needs of Agency.
- 2.3 Agency reserves the right to conduct monitoring, evaluation and audit of Recipient's access to Agency's data, as provided under this contract.
- 2.4 Agency records include information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of this information.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**SECTION 3 – Obligations of Recipient**

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the data obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any data without the written consent of Agency. Recipient shall maintain sufficient safeguards over all data obtained from Agency to prevent unauthorized access to or redisclosure of any information provided hereunder.
- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential data will conform, at a minimum, to the federal regulations contained in 20 CFR 603, and to Agency Data Security Policy, which is attached to this contract as **Attachment A6**.
- 3.3 **All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete TWC IT Security Awareness training prior to being assigned a Security Password for on-line access to Agency data. A copy of an executed User Information Security Agreement with certification of completion of TWC IT Security Awareness training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Agreements must be submitted by Recipient contact person listed in this contract with a completed Coversheet for Transmitting User Agreement which is attached as Attachment A2. A copy of the User Information Security Agreement is attached as Attachment A1.**
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement for each Recipient User. The Security Password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's data. Recipient shall notify Agency within five (5) days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate termination of the contract as well as other penalties provided by law and this contract. All security codes, User names and passwords issued under this contract shall be cancelled upon the expiration of the contract. One year after the beginning date of this contract and each year on the anniversary date of the beginning date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within 30 days of that date Recipient submits a new User Agreement executed by Recipient User no more than 30 days prior to the date submitted with an attached certification of completion of **TWC IT Security Awareness** training dated no more than 30 days before submission. Agency will grant access to a maximum of Twenty (20) Recipient Users all of whom shall be direct Recipient employees.
- 3.5 Recipient Users shall not change or update any information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.
- 3.6 Recipient shall not place data obtained from Agency on mobile, remote or portable storage devices; nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of the Agency.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.7 Recipient Users are authorized to access Agency's computer data for the official purposes listed in Section 1 only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1.
- 3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential data and that any screen dump or other extraction of Agency data will be protected from unauthorized use or redisclosure.
- 3.9 Recipient will be solely responsible for disseminating any information provided by Agency to the remainder of Recipient Users.
- 3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.
- 3.11 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this contract in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.12 Recipient agrees to pay Agency for online access based on the rate schedule attached to this contract as **Attachment A4**. For the purposes of this contract, a "transaction" consists of a single command sent by Recipient on its electronic computer system and received by Agency on its electronic computer equipment. Charges will be based on the volume of monthly transactions, as determined by Agency, and will be billed quarterly.
- 3.13 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency
- 3.14 Recipient will treat Wage Records, Claim Benefits Information and Employer Records obtained from Agency as confidential as required under Texas Labor Code Section 301.081 and the Social Security Act of 1934.
- 3.15 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 CFR 603.9, a copy of which is attached as **Attachment A5** and the requirements included in this contract.
- 3.16 Recipient's procedures to safeguard data provided shall be subject to audit by Agency.
- 3.17 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.18 Recipient agrees to accept liability for any damage to Agency's hardware, software, or data when such damage is directly caused by the actions of employees of Recipient, whether authorized or unauthorized Users pursuant to this contract.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.19 In addition to all other charges and costs listed in this contract, Recipient shall pay a seventy-five dollar (\$75.00) contract initiation charge. Payment of the contract initiation charge is due within 30 calendar days from the date of receipt of the first invoice sent by Agency to Recipient.
- 3.20 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3**, on the next-occurring quarterly filing date after the Begin Date of this contract, and on each quarterly filing date for as long as this contract is in effect. The quarterly filing dates are February 1, May 1, August 1, and November 1. Each report must have been signed within the calendar month preceding the filing date.

**SECTION 4 – Contact Persons**

In all communications with Agency, Recipient shall include a reference to the TWC contract number. The parties designate the following primary liaisons for implementation of this contract:

**AGENCY Contact Person**

External Data Sharing Contracts Manager  
Office of General Counsel  
Texas Workforce Commission  
101 E. 15<sup>th</sup> St., Room 608  
Austin, TX 78778-0001

Phone: 512-463-1607 or 512-936-2134

Fax: 512-463-1426

Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)

**RECIPIENT Contact Person**

Bryon Curtis  
Office Manager  
Travis County Constable Precinct 2  
10409 Burnet Road, Suite 150  
Austin, TX 78758

Phone: 512-854-6372

Email: [bryon.curtis@co.travis.tx.us](mailto:bryon.curtis@co.travis.tx.us)

Recipient may request a change in Recipient contact person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient contact person must be approved in writing by Agency.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Revised Attachment A1  
2910PER089-1

TEXAS WORKFORCE COMMISSION  
USER INFORMATION SECURITY AGREEMENT

I, \_\_\_\_\_  
(Print Name) (Social Security Number)

\_\_\_\_\_  
(user phone number) (user work street address) (user email)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password which I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password is a violation of the Texas Penal Code and will result in the immediate termination of the contract between TWC and Travis County for the benefit of Travis County Constable Precinct 2. The use of the data is limited to the following purpose only: solely to be used to find individuals for the purpose of serving warrants and civil documents and to determine indigency. I understand that online access is limited to: Wage record (BN75), Unemployment Insurance Claims Function - limited access; and Employer Master File Inquiry.

I will not enter any unauthorized data, or make any changes to data. I will not disclose any information without prior authorization. I understand that under Texas Labor Code § 301.085 all information I obtain from the Texas Workforce Commission under this User Agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A Misdemeanor.

Violating a data security system or allowing unauthorized access by another party is a Class A Misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of \$4,000.00, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 CFR Part 603 and the data access contract with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the contract between Recipient and the Texas Workforce Commission.

\_\_\_\_\_  
Signature of User Date Printed Name

**Supervisor Approval:** I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the contract with the Texas Workforce Commission including the requirements of 20 CFR Part 603 as well as the sanctions specified in the contract and in state law for unauthorized disclosure of information.

\_\_\_\_\_  
Signature of Supervisor Date Printed Name

**Contract Signatory or Contract Contact Approval:**

\_\_\_\_\_  
Signature of Contract Contact Date Printed Name

**PLEASE NOTE:** Recipient Contact Person named in contract must retain the original of this Agreement, give a copy to the User, and send a copy to TWC along with the Cover Sheet for Transmitting User Information Security Agreement (Attachment A2) and the User's training completion certificate. Only one cover sheet needed when submitting materials for multiple Users.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Revised Attachment A2

**COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT**

To: RACF Administration

\_\_\_ via email to: [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us)  
(Document must be scanned and **encrypted** before sending)

\_\_\_ via fax to: 512-463-6394

\_\_\_ via mail to: RACF Administration  
Texas Workforce Commission  
101 East 15<sup>th</sup> Street, Room 0330  
Austin, Texas 78778-0001

From: **Travis County, for the benefit of Travis County Constable Precinct 2**

\_\_\_\_\_ (name of current contact person - Section 4 of Att. A)

\_\_\_\_\_ (contact person's email)

Re: **TWC Contract Number 2910PER089-1**

Enclosed are the following documents:

- 1) **User Information Security Agreement (Attachment A4, filled out and signed)**

**AND**

- 2) **TWC Information Technology Security Awareness training certificate (printed at end of training)**

Note: The User Information Security Agreement must accompany the training certificate and include all signatures. Please email the RACF Administrator at [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us) with any questions.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Revised Attachment A3

QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9:

1. Recipient uses Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency). Yes: \_\_\_\_\_ No: \_\_\_\_\_
2. Recipient stores Information in a place physically secure from access by unauthorized persons. Yes: \_\_\_\_\_ No: \_\_\_\_\_
3. Recipient stores and processes Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means. Yes: \_\_\_\_\_ No: \_\_\_\_\_
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to Information stored in computer systems. Yes: \_\_\_\_\_ No: \_\_\_\_\_
5. Recipient has instructed all personnel having access to Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in state law for unauthorized disclosure of Information (each violation is a Class A Misdemeanor punishable by a fine of \$4,000, a year in jail, or both). **By your signature below you acknowledge that all personnel having access to Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9.** Yes: \_\_\_\_\_ No: \_\_\_\_\_
6. Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F.R. § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly. Yes: \_\_\_\_\_ No: \_\_\_\_\_
7. Recipient disposes of Information, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order. Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: \_\_\_\_\_ No: \_\_\_\_\_
8. Recipient ensures that Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: \_\_\_\_\_ No: \_\_\_\_\_
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the contract between Recipient and Agency. Yes: \_\_\_\_\_ No: \_\_\_\_\_ **Describe, in an attachment, your system that allows audit of compliance.**

**By signature hereon, the contract signatory or the entity's internal auditor certifies that:**

All statements and information prepared and submitted in the response to this Quarterly Self-Assessment Report are current, complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**TWC CONTRACT NUMBER 2910PER089-1**

**Return this Report to:** External Data Sharing Contracts Manager | Office of General Counsel  
Texas Workforce Commission | 101 East 15<sup>th</sup> Street, Room 608 | Austin, Texas 78778-0001  
Fax: 512-463-1426 Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)

TEXAS WORKFORCE COMMISSION  
 INFORMATION RELEASE CONTRACT

**Revised Attachment A4**

**Rate Schedule for Online Access**

Number of Monthly Transactions	Monthly Charge
1-10,000	125.00
10,001-25,000	320.00
25,001-50,000	630.00
50,001-75,000	950.00
75,001-100,000	1250.00
100,001-150,000	2000.00
150,001-300,000	3800.00
300,001-500,000	6300.00
500,001-750,000	9400.00
750,001-1,000,000	12,500.00
1,000,001-1,250,000	15,700.00
1,250,001-1,500,000	18,800.00
1,500,001-1,750,000	22,000.00
1,750,001-2,000,000	25,000.00
2,000,001-2,500,000	31,500.00

The above rates are based on a per-transaction fee of \$00.011, an additional 14% administrative overhead charge, and the data processing costs of monitoring actual volume of transactions on a periodic basis. Transaction levels above 2,500,000 are billed on actual number of transactions times \$00.011, plus 14% administrative overhead.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Revised Attachment A5**

**PROTECTION OF CONFIDENTIALITY**

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR  
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM  
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM

**20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?**

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also:

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose.

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Revised Attachment A6**

**TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY**

It is the policy of the Texas Workforce Commission to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of the Agency's resources and assets.

Employees, physical property, and information related to the conduct of agency operations are assets, entrusted to the care of the agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of the agency.

The Texas Workforce Commission relies heavily on its electronic data processing systems to meet its operational, financial and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Texas Workforce Commission's rules and regulations within their office.

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TWC Contract/Amendment Number: 2910PER089-1

**CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM**

**Please check the appropriate box and sign below:**

- No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

**Travis County, Constable Precinct 2**

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Date



**TRAVIS COUNTY PURCHASING OFFICE**

***Cyd V. Grimes, C.P.M., Purchasing Agent***

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/19/10*

**Voting Session: Tuesday, October 26, 2010**

**REQUESTED ACTION: APPROVE INTERLOCAL AGREEMENT WITH CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG) FOR USE OF THE EMERGENCY NOTIFICATION SYSTEM FOR TRAVIS COUNTY EMERGENCY SERVICES.**

***Points of Contact:***

**Purchasing:** Scott Wilson, 854-9451

**Department:** Danny Hobby, 854-4416; Toby Fariss, 854-4762

**County Attorney (when applicable):** John Hille And Barbara Wilson, 854-9415

**County Planning and Budget Office:** Leroy Nellis, Randy Lott

**County Auditor's Office:** Susan Spartaro, Jose Palacios, Sean O'Neal

**Other:**

**Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This Agreement allows for the use of the Emergency Notification System by providing direct telephone communications with citizens during times of disaster via the 9-1-1 database and prerecorded messages.

➤ **Contract-Related Information:**

Award Amount: \$2,879.00

Contract Type: Interlocal

Contract Period: October 1, 2010 through September 30, 2011

➤ **Funding Information:**

Purchase Requisition in H.T.E.: 513237

Funding Account: 001-4705-579.6099

Comments:

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

4

# EMERGENCY SERVICES

**DANNY HOBBY, EXECUTIVE MANAGER**  
P. O. Box 1748  
AUSTIN, TEXAS 78767  
(512) 854-4416, FAX (512) 854-4786



*Emergency Management  
Pete Baldwin*

*Fire Marshal  
Hershel Lee*

*Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping*

*Technology & Communications*

**To:** Travis County Commissioners Court  
**Via:** Cyd Grimes, Purchasing Agent  
**From:** Danny Hobby, Emergency Services Executive Manager  
**Date:** October 11, 2010  
**Subject:** FY-11 Emergency Notification System Agreement with CAPCOG

*[Handwritten signature]*

**Proposed Motion:**

*APPROVE ANNUAL LETTER AGREEMENT WITH CAPCOG FOR FY11 EMERGENCY NOTIFICATION SYSTEM ("ENS") SUBSCRIPTION, MA070147VC CONTINUATION OF SERVICE. (TCES FOR TCOEM, TCSO)*

**Summary & Recommendation:**

Travis County participates with several other local governmental entities in subscribing to the Capital Area Council of Governments' ("CAPCOG") Emergency Notification System. ENS provides for direct telephone communications with citizens during times of disaster via the 9-1-1 database and prerecorded messages.

It is a valuable tool for notifying the public in times of danger. As a result, the Department of Emergency Services, with the concurrence of the Office of Emergency Management and the Sheriff's Office, recommends continuing this service throughout FY11 by approving and signing the annual ENS letter agreement with CAPCOG.

**Issue(s):**

There appear to be no issues or concerns with this request, as it is a routine and expected CAPCOG item involving OEM and TCSO.

**Budgetary and Fiscal:**

The necessary funding of \$2,879.00 for this effort is a budgeted FY11 expense in TCES account 001-4705-579-9099.

See Travis County purchase requisition 513237.

**Attachment(s):**

FY11 ENS Letter Agreement Packet  
Travis County purchase requisition 513237

**CC:**

County Attorney's Office	Barbara Wilson
County Auditor's Office	Jose Palacios
PBO	Randy Lott
Purchasing	Scott Wilson
TCSO	Chris Wallace, Michael Hemby, Paul Knight
Emergency Services	Pete Baldwin, Christine Lego, Toby Fariss (TF)

GM200I13

TRAVIS COUNTY

10/18/10

Fiscal Year 2011

Account Balance Inquiry

08:34:07

Account number . . . : 1-4705-579.60-99  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 47 EMERGENCY SERVICES  
 Division . . . . . : 05 TECHNOLOGY/COMMUNICATIONS  
 Activity basic . . . . . : 57 PUBLIC SAFETY (LAW ENF)  
 Sub activity . . . . . : 9 EMERGENCY SERVICES  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 2,879

Actual expenditures - current . . . : .00  
 Actual expenditures - ytd . . . : .00  
 Unposted expenditures . . . . . : .00  
 Encumbered amount . . . . . : .00  
 Unposted encumbrances . . . . . : .00  
 Pre-encumbrance amount . . . . . : 2,879.00  
 Total expenditures & encumbrances: 2,879.00 100.0%  
 Unencumbered balance . . . . . : .00 0.0

**F5=Encumbrances**      **F7=Project data**      **F8=Misc inquiry**  
**F10=Detail trans**    **F11=Acct activity list**    **F12=Cancel**      **F24=More keys**

PURCHASE REQUISITION NBR: 0000513237

REQUISITION BY: CULLENJ 44751

STATUS: READY FOR BUYER PROCESS  
 REASON: ANNUAL SUBSCRIPTION WITH CAPCOG/ATTN. S WILSON

DATE: 10/08/10

SHIP TO LOCATION: EMERGENCY SERVICES

SUGGESTED VENDOR: 64640 CAPITAL AREA COUNCIL OF GOVERN

DELIVER BY DATE: 10/08/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ANNUAL SUBSCRIPTION WITH CAPCOG ANNUAL SUBSCRIPTION WITH CAPCOG FOR TRAVIS COUNTY USE THE EMERGENCY NOTIFICATION SYSTEM VIA LETTER AGREEMENT OCTOBER 1, 2010 - SEPTEMBER 30, 2011 ATTN: SCOTT WILSON TCPO COMMODITY: SECURITY/FIRE/SAFETY SERV SUBCOMMOD: EMERGENCY COMM SERVICES	1.00	YR	2879.0000	2879.00	

REQUISITION TOTAL: 2879.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00147055796099	OTHER PURCHASED SERVICES	100.00	2879.00
		OTHER PURCHASED SERVICES		2879.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

### Toby Fariss - Travis County's FY11 ENS Subscription with CAPCOG

**From:** Toby Fariss  
**To:** Scott Wilson  
**Date:** 10/11/2010 8:49 AM  
**Subject:** Travis County's FY11 ENS Subscription with CAPCOG  
**CC:** Barbara Wilson; Chris Wallace; Christine Lego; Danny Hobby; Jose Pal...  
**Attachments:** ScanOfFY11ENS\_PurchMemo.pdf

RECEIVED  
 TRAVIS COUNTY  
 2010 OCT 12 AM 10:25  
 PURCHASING  
 OFFICE

Good Monday morning, Scott.

Here is the recommendation memo and agreement packet for this year's Emergency Notification System (ENS) subscription with CAPCOG. Please see attached .pdf (8 pages) and try to get this on the commissioners court agenda on or about October 26, 2010.

The signed hard copy of the memo with the two original letter agreements (already signed by CAPCOG) is in the IO mail to you.

Thank you,  
Toby

*Toby Fariss, Contracts Administrator  
 Travis County Emergency Services  
 PO Box 1748  
 Austin, TX 78767  
 512/854-4762*



July 1, 2010

**Capital Area  
Council of  
Governments**

6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

512.916.6000  
FAX 512.916.6001

[www.capcog.org](http://www.capcog.org)

**Bastrop**

**Blanco**

**Burnet**

**Caldwell**

**Fayette**

**Hays**

**Lee**

**Llano**

**Travis**

**Williamson**

**Counties**

The Honorable Samuel T. Biscoe  
Travis County  
314 West 11th Street  
Austin, Texas 78767

Re: Emergency Notification System

Dear Judge Biscoe:

1. This letter agreement authorizes Travis County to use the Emergency Notification System provided by the Capital Area Council of Governments ("CAPCOG"), under the terms and conditions set out below, for the period beginning October 1, 2010 and ending, unless sooner terminated under paragraph 9 or 11, September 30, 2011.

**Use of Emergency Notification System**

2. Travis County agrees to use the Emergency Notification System solely in accordance with the current version of the CAPCOG *Emergency Notification System (ENS) Policies and Procedures*. The current version is part of this agreement *and* is available on CAPCOG's website, [www.capcog.org/divisions/homeland-security/ens/docs/](http://www.capcog.org/divisions/homeland-security/ens/docs/).

**Cost and Payment Terms**

3. Upon execution of this letter agreement, CAPCOG will invoice Travis County \$2879.00 to cover all or some part of the operating expenses associated with use of the Emergency Notification System for the agreement period. Travis County agrees to pay the invoice in full within 90 calendar days of its receipt, but solely from current revenues available to Travis County. Access to the Emergency Notification System will be granted when: (1) CAPCOG receives payment in full of the invoice; and (2) Travis County has provided CAPCOG with a list of its Authorizing Individuals and Certified Users as required by the CAPCOG *Emergency Notification System (ENS) Policies and Procedures*.

### **Public Information Act Request**

4. If Travis County receives a request under the Texas Public Information Act for disclosure of any of the 9-1-1 database information, Travis County agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Department in writing within two business days of the receipt of the request so that CAPCOG may advise Travis County regarding the request.

### **Nondiscrimination and Equal Opportunity**

5. Paragraph 6 summarizes the nondiscrimination and equal opportunity requirements applicable to performance of this agreement that are set out in detail in title 6, parts 15, 17, and 21, Code of Federal Regulations. Travis County and CAPCOG agree to comply with the detailed requirements.

6. Travis County and CAPCOG shall not exclude anyone from participating under this agreement, deny anyone benefits under this agreement, or otherwise unlawfully discriminate against anyone in carrying out this agreement because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

### **Applicable Law**

7. In carrying out this agreement, Travis County agrees to comply with all applicable law, including, but not limited to, the Texas Uniform Grant and Contract Management Act, chapter 783 of the Government Code, and the *Uniform Grant Management Standards* implementing the Act.

8. Travis County agrees to comply with its own written rules defining, regulating, and prohibiting conflict of interest in carrying out this agreement.

### **Early Termination of Agreement**

9. Travis County acknowledges that CAPCOG's sole source of revenue for operating and maintaining the Emergency Notification System are grant funds it receives from the State Administrative Agency, Texas Department of Public Safety, and contractual funds provided by participating organizations. Accordingly, Travis County agrees that CAPCOG may terminate this agreement if it learns that funds to operate and maintain the Emergency Notification System are no longer available.

10. CAPCOG terminates this agreement for unavailability of funds by giving Travis County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date. The agreement terminates on the specified termination date.

11. If Travis County or CAPCOG breaches a material provision of this agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the agreement.

12. If Travis County violates a provision of the CAPCOG's *Emergency Notification System (ENS) Policies and Procedures*, CAPCOG in its sole discretion, after notifying Travis County of the alleged violation in accordance with paragraph 11, may terminate Travis County's user account while Travis County is attempting to correct the violation. If Travis County corrects the violation under paragraph 11, and the Emergency Notification System was not damaged by the violation, CAPCOG agrees to restore Travis County's user account.

13. Termination for breach does not waive either party's claim for damages resulting from the breach.

#### **Notice to Parties**

14. Notice to be effective under this agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 15 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 15.

15. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Executive Director. Travis County's address is 314 West 11th Street, Austin, Texas 78767, Attention: The Honorable Samuel T. Biscoe.

16. A party may change its address by providing notice of the change in accordance with paragraph 14.

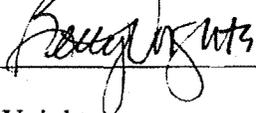
**Miscellaneous**

17. Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations under this agreement.

18. This agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.

19. This agreement is executed in duplicate originals.

Capital Area Council of Governments    Travis County

By 

Betty Voights  
Executive Director

By \_\_\_\_\_

Name    Samuel T. Biscoe

Title    County Judge



**TRAVIS COUNTY PURCHASING OFFICE**

***Cyd V. Grimes, C.P.M., Purchasing Agent***

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/19/10*

**Voting Session: Tuesday, October 26, 2010**

**REQUESTED ACTION: APPROVE RENEWAL OF INTERLOCAL AGREEMENT IL0800690J, DALLAS COUNTY, FOR UTILIZATION OF THE EMPLOYEE ASSISTANCE PROGRAM.**

***Points of Contact:***

**Purchasing:** Oralia Jones, 854-4204

**Department:**

**County Attorney (when applicable):** Barbara Wilson, 854-9415

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spataro and Jose Palacios

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. The Commissioners Court approved the award of this interlocal agreement on November 6, 2007.

The automatic renewal modification will extend the interlocal agreement for an additional twelve (12) months, from October 1, 2010 through September 30, 2011. The automatic renewal is permitted pursuant to Paragraph 2, entitled "Term". The modification will also correct the renewal term in accordance with the interlocal agreement, which states the agreement automatically renews on October 1 of each year unless the agreement is terminated sooner.

The contract allows Dallas County to utilize the County's Employee Assistance Program with Alliance Work Partners under the same contract terms and conditions. Section 791.025 of the Texas Government Code permits local governments to enter into interlocal agreements for the purchase of goods and services.

Modification No. 2 was previously issued to extend the interlocal agreement for an additional twelve (12) months, from November 6, 2009 through November 5, 2010. It was approved by the Purchasing Agent on October 23, 2009.

Modification No. 1 was previously issued to extend the interlocal agreement for an additional twelve (12) months, from November 6, 2008 through November 5, 2009. It was

approved by the Purchasing Agent on October 15, 2008.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A (Estimated quantity)

Contract Type: Interlocal

Contract Period:

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: This interlocal agreement has ~~no~~ monetary value assigned to it.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

**MODIFICATION OF CONTRACT NUMBER: IL080069OJ –IL Cooperative Purchasing Agreement**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Oralia Jones TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 14, 2010</b>
ISSUED TO: <b>Community Services &amp; Corrections Department Attn: Mr. Jim Harmon 133 N. Industrial Blvd., 9<sup>th</sup> Floor Dallas, Texas 75207</b>	MODIFICATION NO.: <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT: November 6, 2007
ORIGINAL CONTRACT TERM DATES: <u>November 6, 2007 – November 5, 2008</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2010 – September 30, 2011</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$ N/A                      Current Modified Amount \$ N/A

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The Interlocal Cooperative Purchasing agreement allows Dallas County to utilize the Employee Assistance Program contract (Contract No. 03T00058OJ) with Alliance Work Partners under the same terms and conditions that are available to Travis County.

1. The purpose of this modification is to correct the renewal term and automatically renew the term for an additional twelve (12) month period in accordance with Paragraph 2, entitled "TERM".
2. The agreement period is changed to: October 1, 2010 through September 30, 2011. The renewal term is corrected in accordance with the interlocal agreement which states "This agreement automatically renews on October 1 of each year thereafter unless this agreement is terminated sooner pursuant to 6.0".

**Note to Vendor:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Cyd V. James</u> CYD V. JAMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12/18/10</u>
---	--------------------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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## TRAVIS COUNTY PURCHASING OFFICE

***Cyd V. Grimes, C.P.M., Purchasing Agent***

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9184

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/22/10*

**Voting Session: Tuesday, October 26, 2010**

**REQUESTED ACTION:** APPROVE TERMINATION AND TRANSITION AGREEMENT, CONTRACT NO. CM080266SW, SIMPLICITY HEALTHCARE SYSTEMS, FOR AN ELECTRONIC MEDICAL RECORDS AND PHARMACY INFORMATION MANAGEMENT SYSTEM.

***Points of Contact:***

**Purchasing:** Scott Wilson, 854-9451

**Department:** TCSO, Greg Hamilton; Robin Osborn, 854-4809; Leslie Windham, 854-5243; Diana Gonzalez, 854-4197; Mike Summers, 854-4182

**County Attorney (when applicable):** John Hille, 854-9415; Tamara Armstrong, 854-4168

**County Planning and Budget Office:** Leroy Nellis, Randy Lott

**County Auditor's Office:** Susan Spartaro, Jose Palacios, Sean O'Neal

**Other:**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

On August 25, 2009, the Commissioner's Court approved a contract with Simplicity Healthcare System for an Electronic Medical Records (EMR) system and Pharmacy Information Management System. The initial term of the contract was August 25, 2009 through August 24, 2010, for a total contract award of \$443,196.

Simplicity partnered with two companies, NextGen Healthcare Systems, for the EMR module, and Softwriters, for the Pharmacy Information Management System Module. The Pharmacy Module went live several weeks ago while the EMR Module is close to go live date. To date, the County has paid a total amount of \$314,555 to Simplicity for receipt and installation of the software and interfaces. Unfortunately, due to unforeseen financial issues, Simplicity is unable to continue providing services. Therefore, after consultation with the contractor, the Travis County Sheriff's Office recommends approval of the termination and transition of contract with Simplicity. With this termination of contract, the County will pay Simplicity a final payment of \$9,625 for services already provided. Simplicity has agreed to provide consultation services throughout the transition period from maintenance and support by Simplicity to maintenance and support by NextGen and Softwriters. The transition period will run from November 1, 2010 through December 31, 2010, which Simplicity has agreed to a

consultation fee of \$175 per hour during this time. Thereafter, the consultation fee will go up to \$225 per hour with the Agreement automatically terminating on March 31, 2011. With the intent of moving forward, the County will negotiate separate agreements with NextGen Healthcare Systems and Softwriters, which will allow for full implementation of these systems. Both NextGen and Softwriters have given verbal assurance that they are willing to contract independently with the County.



Greg Hamilton, Travis County Sheriff  
**MEMORANDUM**

---

**Date:** October 20, 2010  
**TO:** Travis County Purchasing Office  
**FROM:** Robin Osborn (R) Lieutenant, Information Services  
**SUBJECT:** Contract CM080266SW with Simplicity Healthcare Systems, LLC  
**RE:** Termination and Transition Agreement

The Travis County Sheriff's Office (TCSO) and Simplicity Healthcare Systems, LLC (Contractor) have mutually agreed to terminate the contract and all attachments and exhibits signed September 1, 2009, which provide for an electronic medical records (EMR) system and electronic pharmacy system. Both systems are installed, operational and in use. However, some of the functional requirements required in the contract, statement of work and professional service agreement have not been met. After lengthy discussions between TCSO and Contractor it has been mutually determined that the Contractor no longer has the resources necessary to complete the requirements and perform necessary and required maintenance, service and support for TCSO.

The termination of the contract will allow TCSO to work directly with the companies that developed the two software systems purchased and will provide direct support and maintenance of such. The Contractor was a reseller of the both software systems and provided some services in the form of interfaces and templates that will be taken over by the EMR software provider via a maintenance agreement directly with them. TCSO wanted a short transition period with the Contractor to allow for any unforeseen issues that might need the Contractor's knowledge to assist with.

The \$9,625 being paid to the contractor is for completed work and after hours support performed by the Contractor that TCSO owes for services rendered and/or features TCSO will continue to use and benefit from after the termination is complete. It is worth noting the final milestone payment for the completion of the project in the amount of \$32,451.25 was not paid because the project was not completed per the requirements.

XC: Greg Hamilton, Sheriff  
Jim Sylvester, Chief  
Mark Sawa, Major  
Cyril Friday, Captain  
Mike Summers, Medical Director  
Diana C. Gonzales, Pharmacist  
Heather Farrell, Business Analyst III  
Leslie Windham, Project Coordinator  
File

TERMINATION AND TRANSITION AGREEMENT BETWEEN TRAVIS COUNTY  
AND SIMPLICITY HEALTHCARE SYSTEMS, LLC

This Agreement is made by and between Travis County, a political subdivision of the State of Texas, ("County") and Simplicity Healthcare Systems, LLC, which is authorized to do business in the State of Texas ("Contractor").

WHEREAS, on September 1, 2009, the County and Contractor entered into a Professional Services Agreement Covering an Electronic Medical Records and Pharmacy Information Management System for the Travis County Sheriff's Office, Contract No. CM 080266SW ("PSA"), whereby Contractor was to provide the System and related services described in the PSA;

WHEREAS, the Contractor has provided much of the System and some related services; however, the County and Contractor desire to terminate the PSA and enter into a transition agreement for consulting services as described below.

NOW, THEREFORE, the County and the Contractor mutually agree to terminate the Professional Services Agreement and to enter into a transition agreement for consulting services as described below.

**Mutual Termination and Release**

A. Although much of the System is installed and functional, several major components of the System have not yet been completed and therefore, go-live is incomplete. Notwithstanding the foregoing, the County and Contractor, by mutual agreement now desire to terminate the PSA and, except as set forth herein, release the offer from all obligations and claims arising thereunder and enter into a transition agreement for consulting services as described below. The Parties understand and agree that by termination of the PSA, the Master License Agreement between Simplicity Healthcare Systems, LLC and Travis County, Texas and the Simplicity Healthcare Systems, LLC ("Related Agreements") shall also terminate simultaneously.

B. Contractor understands that County intends to negotiate and enter into licensing and maintenance agreements directly with NextGen Healthcare Information Systems, Inc. to complete the installation, integration, testing and implementation of the outstanding interfaces and to resolve outstanding issues regarding the Electronic Medical Records ("EMR") Software.

C. Contractor also understands that pursuant to the PSA, County simultaneously entered into a separate licensing and maintenance agreement with SoftWriters, Inc., also known as FrameworkLTC, whereby Softwriters provides licenses and maintenance services for the pharmacy system.

D. The termination of the PSA shall not be interpreted or construed in any way to affect any agreements between Travis County and NexGen Healthcare Information Systems, Inc., or Travis County and SoftWriters, Inc., or Travis County and any other person or entity.

E. With this Agreement, the County is submitting a check in the amount of Nine thousand six hundred twenty five Dollars (\$9,625) as final payment for Contractor's services under the PSA. The Contractor acknowledges and agrees that the County does not owe it any additional money under the PSA for the System and services described therein. The County and the Contractor mutually agree that the final payment specified above, the termination of the PSA, and the terms of the consulting agreement set forth herein constitute full resolution and settlement of all issues and claims concerning the PSA that they have or may have. However; nothing herein shall be construed as a release of claims Contractor may have against former contractor, employees, or consultants with respect to covenants and agreement not to compete with the exception of NextGen HealthCare Information Systems, Inc. and Softwriters, Inc.

F. County and Contractor also mutually agree that the PSA is hereby terminated in its entirety and that the remaining obligations of the parties are set forth in this Agreement, including the exhibits and attachments hereto, and this Agreement supersedes any and all prior agreements between the County and Contractor, whether written or oral, regarding the System and related services described in the PSA.

#### **Consulting Services**

A. If requested by County or TCSO and at the reduced charge of One Hundred Seventy-Five Dollars (\$175) per hour to County or TCSO, Contractor agrees to provide reasonable consultation during the transition period from maintenance and support by Simplicity to maintenance and support by NextGen and Softwriters. The transition period runs from November 1, 2010 through December 31, 2010. County understands and agrees that prior to the performance of any transition consultation services, the services must be specifically requested in writing by County or TCSO and signed off by Contractor as required by Contractor, before any services are rendered to County or TCSO.

B. Contractor further agrees to provide consulting services at a cost of Two Hundred Twenty-Five Dollars (\$225) per hour after December 31, 2010. If required for the performance of consulting services hereunder, Contractor may also incur and charge travel expenses in accordance with Travis County's travel policy. Contractor understands and agrees that the hours during which Contractor performs consulting services after December 31, 2010 must be documented at the time of performance and as required by County, before any payments are made by County to Contractor.

C. All payments shall be made in accordance with thy payment provisions and other contract provisions set forth in Exhibit A, which is attached hereto and hereby

incorporated by reference herein for all purposes as if fully copied and set forth herein verbatim.

**Amendments and Modifications**

This Agreement may be amended or modified, only by written instrument, signed by both County and Contractor.

**Expiration**

This Agreement shall automatically expire on March 31, 2011 and thereafter there shall be no contractual relationship between the County and Contractor. However, Paragraph E shall survive the termination or expiration of this Agreement.

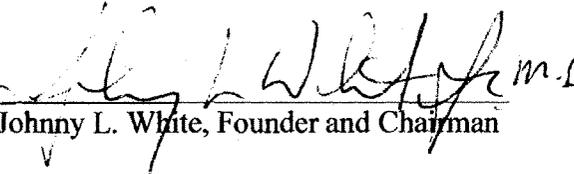
**Sovereign Immunity**

No provision of this Agreement or any exhibit or attachment hereto is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.

TRAVIS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge

SIMPLICITY HEALTHCARE SYSTEMS, LLC

By:  M.D. Date: 10/18/2010  
Johnny L. White, Founder and Chairman

Approved as to Form:

 \_\_\_\_\_ Date: \_\_\_\_\_  
Tamara Armstrong  
Assistant County Attorney

Availability of Funds Confirmed:

\_\_\_\_\_ Date: \_\_\_\_\_  
Susan Spataro, Travis County Auditor

*Cyd V. Grimes*

Cyd V. Grimes  
Travis County Purchasing Agent

Date: *10/22/10*

**EXHIBIT A**  
**ADDITIONAL CONTRACT PROVISIONS**

**Invoicing/Payment**

1. **W-9 Form.** Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor, before any Contract funds are payable. If Contractor changes its vendor name or taxpayer identification number, Contractor shall notify the Purchasing Agent immediately and provide a new W-9 form. No change in the obligations of or to Contractor will be recognized unless such change is approved by Commissioners Court.
2. **Payment.** For the consulting services provided after December 31, 2010 and authorized in the Termination and Transition Agreement between Travis County and Simplicity Healthcare Systems, LLC ("Agreement"), County shall pay Contractor for such consulting services at the hourly rate described therein. Notwithstanding the foregoing, Contractor understands and agrees that if County or TCSO requests consulting services before December 31, 2010 and if Contractor does not provide such services until after December 31, 2010, such services shall be considered as services provided before December 31, 2010 and shall be provided by Contractor at the reduced charge of \$175 per hour to County or TCSO. The County shall also reimburse Contractor for necessary travel expenses in accordance with the County's travel policy and in accordance with the Agreement. All travel expenses must be authorized by County before travel occurs.
3. **Service Hours.** Service hours include only those hours during which Contractor performs consulting services authorized under the Agreement. Service hours may be calculated in fifteen (15) minute increments and must be documented as described in the Agreement and in Paragraph 2 above.
4. **Prompt Payment Act.** Payment under the Agreement is subject to the Texas Prompt Payment Act, ch 2251, Texas Government Code. All payments under the Agreement, including this Exhibit A, shall be made by check or warrant from County directly to Contractor upon Contractor's satisfactory performance of consulting services, as determined by County, or within thirty (30) days after submission of a valid invoice to County, whichever is later. All invoices shall be submitted to:

Ms. Susan Spataro  
Travis County Auditor  
P.O. Box 1748

Austin, Texas 78767

5. Invoices. At a minimum, valid invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract and Purchase Order numbers; (iii) identification of services outlined in the Agreement and this Exhibit; (iv) number of service hours, hourly rate, and total amount; and (v) any additional payment information required by the Agreement. County will not pay invoices that are in excess of the amount authorized by the Purchase Order.
6. Payment Date. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of valid invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
7. Interest. Accrual and payment of interest on overdue payments shall be governed by the Texas Prompt Payment Act.
8. Persons with Outstanding Debts to Governmental Bodies.
  - (i) If notice of indebtedness is filed with the County Auditor or County Treasurer, evidencing the indebtedness of a person to the state, Travis County, or a salary fund, a warrant may not be drawn on a county fund in favor of a person, or the agent or assignee(s) of a person, until the person owing the debt is notified in writing that the debt is outstanding and the debt is paid.
  - (ii) Contractor is hereby notified that county may apply any funds the County owes Contractor under the Agreement to offset or reduce any outstanding balances Contractor owes the State of Texas, Travis County, or a salary fund.
  - (iii) The Agreement shall be interpreted and construed in accordance with Section 154.045 of the Texas Local Government Code, as enacted or as amended.

**Notice**

Any notice required or permitted to be given under the Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

- (i) The address of County for all purposes under this Agreement shall be:

**Cyd Grimes, C.P.M. (or successor)**

**Purchasing Agent**

**Registered or Certified Mail:**

**P.O. Box 1748**

**Austin, Texas 78767-1748**

**Hand Delivery:**

**314 West 11<sup>th</sup> Street, Suite 400**

**Austin, Texas 78701**

- (ii) The address of the Contractor for all purposes under the Agreement and for all notices shall be: Dr. Johnny L. White, Simplicity Healthcare Systems LLC, 6020 West Parker Road, Suite 300, Plano, Texas 75093.
- (iii) Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

#### **Construction of Contract**

1. Law and Venue. The Agreement is governed and construed by the laws of the United States of America and the State of Texas without regard to the conflict of law provisions thereof and, all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of the Agreement will lie in the appropriate courts of Travis County, Texas, exclusively.
2. Severability. If any portion or portions of the Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and binding.
3. Computation of Time. When any period of time is stated in the Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in the Agreement are stated in Central Standard Time from or in Central Daylight Savings Time, as applicable. The County's holiday schedule may be obtained upon request.
4. Gender and Number: Words of any gender in the Agreement shall be construed to include any other gender and words in either number shall be construed to include the other, unless the context in the Agreement clearly requires otherwise.

#### **Permits and Licenses**

Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations. Contractor must pay all taxes and

license fees imposed by the federal and state governments and their agencies and political subdivisions upon the property and business of Contractor.

### **Delinquent Taxes**

1. Notwithstanding anything to the contrary in the Agreement, if the Contractor is delinquent in payment of property taxes at the time of providing products or services, Contractor hereby assigns the portion of the amount owing to it under the Agreement that is equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
2. Contractor is responsible for all taxable matters associated with consulting services under the Agreement and associated with compensation paid to Contractor therefor. Travis County is a political subdivision organized under the laws of the State of Texas and is exempt from sales and use taxes under Tex. Tax Code Ann. § 151.309, as amended. An exemption certificate will be provided to Contractor upon written request.

### **Mediation**

When mediation is acceptable to both parties in resolving a dispute arising under the Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.



**TRAVIS COUNTY PURCHASING OFFICE**

***Cyd V. Grimes, C.P.M., Purchasing Agent***

314 W. 11<sup>th</sup> Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: \_\_\_\_\_

*Cyd V. Grimes 10/19/2010*

**Voting Session: Tuesday, October 26, 2010**

**REQUESTED ACTION: APPROVE CONTRACT AWARD FOR MINOR CONSTRUCTION AND RENOVATION SERVICES, IFB NO. B100266-RV, TO THE QUALIFIED LOW BIDDERS:**

- A. WAAG L.L.C. DBA M2
- B. ARCHITECTURAL HABITAT OF AUSTIN, INC.
- C. FORE CONSTRUCTION, INC.

***Points of Contact:***

**Purchasing:** Richard Villareal, Marvin Brice

**Department:** Facilities Management, Roger A. El Khoury, M.S., P.E., Director; John F. Carr, Administrative Director

**County Attorney (when applicable):** John Hille, Tenley Aldredge

**County Planning and Budget Office:** Leroy Nellis

**County Auditor's Office:** Susan Spartaro and Jose Palacios

**Other:** Greg Hamilton, Sheriff; Joseph P. Gieselman, Executive Manager, Transportation and Natural Resources

➤ **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes.

These contracts will require the Contractors to provide labor and materials necessary to perform Minor Construction and Renovation Services. The County will utilize the Job Order Contract (JOC) method of procurement for construction services, specifically for minor repair, rehabilitation or alteration of facilities. Work that is procured through this JOC method is work of a recurring nature where delivery times and quantities are indefinite. Individual projects are awarded to a contractor via job orders based on pre-priced tasks.

IFB No. B100266-RV was issued on September 22, 2010, for Minor Construction and Renovation Services. Eight (8) bids were received on October 13, 2010. Per Contract Provisions and to ensure that Minor Construction and Renovation Services can be provided in a timely manner, FM recommends that three (3) contracts be awarded. This will allow for

immediate response should a contractor not be able to provide services in an acceptable manner.

The Purchasing Office concurs with the recommendation from FM to award contracts to the three lowest qualified bidders, Waag L.L.C. dba M2, Architectural Habitat of Austin, Inc., and Fore Construction, Inc.

One of the bidders to whom a contract is being recommended (Architectural Habitat of Austin, Inc.) is a HUB contractor. The Purchasing Office will also be tracking HUB dollars by requiring that contractors identify their HUB subcontracting percentages for each individual project.

➤ **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Not applicable

➤ **Contract-Related Information:**

Award Amount: N/A (as needed basis)

Contract Type: Construction

Contract Period: Twelve (12) month period commencing upon award of the court.

➤ **Solicitation-Related Information:**

Solicitations Sent: 59

Responses Received: 8

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: The contracts are being routed for signatures, and will be provided for Court approval once received. A copy is attached for Court review.

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-1405-822-8102 and 517-1405-801-8105

Comments: Funding to be identified on each individual Job Order.

➤ **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified \_\_\_\_ Not Verified \_\_\_\_ by Auditor.

## FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director



1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

### MEMORANDUM

FMD Project: SVCOT-27-11F-XM

File: 703

**TO:** Cyd Grimes, C.P.M., Purchasing Agent

**VIA:** Roger A. El Khoury, M.S., P.E., Director

**FROM:** John F. Carr, Administrative Director

**DATE:** October 18, 2010

**SUBJECT:** Minor Construction and Renovation Services  
Contract Award of IFB No. B100266-RV

Handwritten signatures of Roger A. El Khoury and John F. Carr. Roger's signature is in blue ink and John's is in black ink.

Facilities Management Department (FMD) has completed the review of the eight bid proposals for the Minor Construction and Renovation Services Job Order Contracts. FMD recommends award of three contracts, to Waag L.L.C., dba M<sup>2</sup> General Contractors, the low bidder on the sample projects. FMD also recommends award of a contract to Architectural Habitat of Austin, Inc., the second low bidder on the sample projects and award of contract to Fore Construction, Inc., who submitted the third lowest bid on the sample projects. M<sup>2</sup> General Contractors submitted a bid of \$876,589.44, while Architectural Habitat's bid on the same sample projects was \$955,591.16. The third low bid from Fore Construction was at \$1,079,957.49. These bid amounts were for bid evaluation purposes only and do not reflect an actual project award. Job orders will be awarded to the selected contractors as appropriate during the term of these contracts based on unit prices as bid in the IFB.

Funding for projects to be executed under these contracts will be identified as the individual projects are authorized by the Commissioners Court. Account numbers where the funding for job orders will vary based on the funded projects but are anticipated to include 517-1405-801-8105 (projects at 700 Lavaca) and 001-1405-822-8102. Please post for Commissioners Court approval on October 26, 2010 as per our previous telephone conversation. Please direct any questions on this request to John Carr at 44772 or Roger El Khoury at 44579. Your assistance in this request is greatly appreciated.

### ATTACHMENT:

Bid Tabulation

### COPY TO:

Marvin Brice, Assistant Purchasing Agent, Purchasing Office  
Richard Villareal, Purchasing Agent Assistant, Purchasing Office  
Amy Draper, C.P.A., Financial Manager, FMD  
Fraser Gorrell, Cost Estimator, FMD

**TRAVIS COUNTY PURCHASING  
CONSTRUCTION CONTRACTS  
BID TABULATION FORM**

BID NO.: B100266-RVBID DATE: October 13, 2010 BIDS SOLICITED: 59DESCRIPTION: Minor Construction & Renovation ServicesOPEN TIME: 2:00 p.m. CST BIDS RECEIVED: 8DEPARTMENT: Facilities ManagementBIDS EXPIRE: January 11, 2011 HUBS SOLICITED: 13CONTACT/NO.: John Carr/854-4772HUBS RECEIVED: 2

Bidder's Name	**Grand Total Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Info.
							HUB
1 Waag L.L.C. dba M2	\$876,589.44	X	X	X	X	X	NO
2 Architectural Habitat	\$955,591.16	X	X	X	X	X	YES
3 Fore Construction	\$1,079,957.49	X	X	X	X	X	NO
4 QA Construction	\$1,200,871.66	X	X	X	X	X	NO
5 Barecky Construction	\$1,231,329.81	X	X	X	X	X	NO
6 Brath Construction	\$1,340,546.85	X	X	X	X	X	NO
7 Alpha Building Corporation	\$1,362,728.30	X	X	X	X	X	YES
8 Smart Companies	\$1,567,027.01	X	X	X	X	X	NO
9							
10							

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	Richard Villareal	10/13/10

\*\* These totals are based on evaluation scenario's to determine lowest bidder on sample projects. This does not reflect actual contract amounts.

## AGREEMENT FOR CONSTRUCTION SERVICES

Contract No. 10K00266RV

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and Wagg L.L.C. dba M2 (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for Minor Construction and Renovation Services (the "Project(s)") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid Form, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or Plans marked **Minor Construction and Renovation Services**, IFB No. B100266-RV and Divisions 1 through 49); and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

### ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed for each Project, as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's bid as accepted by the Travis County Commissioners Court (the "Commissioners Court"), the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Minor Construction and Renovation Services**, IFB No. B100266-RV and Divisions 1 through 49), and all addenda issued by the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within the performance period specified in each individual Job Order, as defined herein (the "Substantial Completion Date.")
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that an amount per day will be specified in each individual Job Order, and shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

 **DRAFT**

## ARTICLE II

- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for an initial period of twelve (12) months, commencing upon award by the Commissioners Court, subject to earlier termination as provided herein and to the extension option described below.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration to the current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary; and such right may be exercised by the Purchasing Agent without further Commissioners Court action.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Amount is/are the lowest, as specified in the Bid Form.

The County may award multiple contracts for these requirements. Award may be made to a primary contractor, a secondary contractor, and/or a tertiary contractor, if necessary. The primary award will be made to the lowest responsive bid, the secondary award to the second lowest responsive bid, and the tertiary award will be made to the third lowest responsive bid.

The primary contractor will be used unless situations such as those below occur:

- a. The primary contractor cannot respond and perform per County instructions.
- b. The primary contractor is unable to perform and complete the Work requested per the schedule specified on the purchase order for that Project.

**NOTE: The above circumstances do not represent an exhaustive list of situations in which the Secondary or Tertiary Contractor will be used instead of the Primary Contractor.**

- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor. The Contractor's Cost Estimate shall be divided into: (a) the sum for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the Project (tax-exempt costs); and (b) the sum for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable (non-tax-exempt costs). This division of the Contractor's Cost Estimate is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractors shall make these records available upon request of the Travis County Auditor. After receipt of the Construction Cost Estimate, the Travis County Purchasing Agent and the Contractor shall execute a Job Order pursuant to which the Contractor shall perform the Work. The fully-executed Job Order will be accompanied by a Purchase Order prepared by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Job Order in accordance with the payment provisions set forth in Article 9 of the General Conditions, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.
- 2.5 Concurrent with the parties' execution of the Job Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Job Order if such amount is in excess of \$25,000 and (ii) a performance bond in the full amount of the Job Order if such amount is in excess of \$100,000. Such bonds

- shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Article 11 of Section 00700, General Conditions.
- 2.6 If at any time during the performance of the Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for the Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by the Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate the Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Job Order for each Project, the Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner. The Commissioners Court authorizes the Travis County Purchasing Agent to execute (i) all original Job Orders; and (ii) all Job Orders modifications that do not exceed 25% of the original Job Order amount or the sum of \$50,000.
- 2.8 On each anniversary of the Construction Contract commencement date, an escalation adjustment factor may be applied universally and equally to all the contract unit prices. This escalation adjustment factor shall be based on changes in the Consumer Price Index (CPI) between the Construction Contract commencement date and the anniversary date. The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items, Not Seasonally Adjusted) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the United States Bureau of Labor Statistics web site at [www.bls.gov](http://www.bls.gov). The index month three (3) months prior to the anniversary month for the current year and the Construction Contract commencement year shall be used to determine the percent increase. The first eligible CPI contract adjustment date will be October, 2011, based upon the percent change in the CPI from July 2010 (commencement month and year) to July 2011 (anniversary month and year). Each succeeding year, the same procedure as outlined above will be used. Upon approval by the County of the escalation adjustment factor to be used for future Job Orders, a contract modification, signed by the Contractor and the Travis County Purchasing Agent, will be issued.
- 2.9 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates the Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.10 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate the Construction Contract without liability, or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

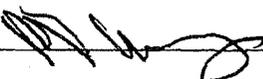
- 2.11 No action or failure to act by the Owner or the Contractor shall constitute a waiver or any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 2.12 Any clause, sentence, provision, paragraph, or article of the Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of the Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.13 The construction contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.14 The Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under the Construction Contract without the written consent of the other party hereto.
- 2.15 The recitals, premises, and representations contained on the first page of the Construction Contract are incorporated herein as if set forth verbatim. The Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. The Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

[Contractor]

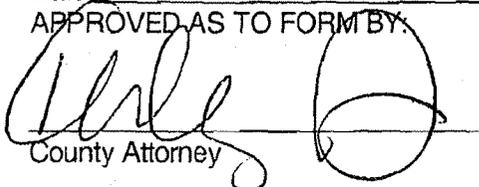
By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

By:  \_\_\_\_\_  
Name: MICHAEL WAAGE

Date: \_\_\_\_\_  
APPROVED AS TO FORM BY:

Title: MANAGER

Date: 10/19/10

  
County Attorney

FUNDS VERIFIED BY:

\_\_\_\_\_  
County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent

## AGREEMENT FOR CONSTRUCTION SERVICES

Contract No. 10K00267RV

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **Architectural Habitat of Austin, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for **Minor Construction and Renovation Services (the "Project(s)")** in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid Form, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or Plans marked **Minor Construction and Renovation Services**, IFB No. **B100266-RV** and Divisions 1 through 49); and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

### ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed for each Project, as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's bid as accepted by the Travis County Commissioners Court (the "Commissioners Court"), the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Minor Construction and Renovation Services**, IFB No. **B100266-RV** and Divisions 1 through 49), and all addenda issued by the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within **the performance period specified in each individual Job Order**, as defined herein (the "Substantial Completion Date.")
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that **an amount per day will be specified in each individual Job Order**, and shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

 **DRAFT**

## ARTICLE II

- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for an initial period of twelve (12) months, commencing upon award by the Commissioners Court, subject to earlier termination as provided herein and to the extension option described below.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration to the current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary; and such right may be exercised by the Purchasing Agent without further Commissioners Court action.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Amount is/are the lowest, as specified in the Bid Form.

The County may award multiple contracts for these requirements. Award may be made to a primary contractor, a secondary contractor, and/or a tertiary contractor, if necessary. The primary award will be made to the lowest responsive bid, the secondary award to the second lowest responsive bid, and the tertiary award will be made to the third lowest responsive bid.

The primary contractor will be used unless situations such as those below occur:

- a. The primary contractor cannot respond and perform per County instructions.
- b. The primary contractor is unable to perform and complete the Work requested per the schedule specified on the purchase order for that Project.

**NOTE: The above circumstances do not represent an exhaustive list of situations in which the Secondary or Tertiary Contractor will be used instead of the Primary Contractor.**

- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor. The Contractor's Cost Estimate shall be divided into: (a) the sum for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the Project (tax-exempt costs); and (b) the sum for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable (non-tax-exempt costs). This division of the Contractor's Cost Estimate is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractors shall make these records available upon request of the Travis County Auditor. After receipt of the Construction Cost Estimate, the Travis County Purchasing Agent and the Contractor shall execute a Job Order pursuant to which the Contractor shall perform the Work. The fully-executed Job Order will be accompanied by a Purchase Order prepared by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Job Order in accordance with the payment provisions set forth in Article 9 of the General Conditions, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.
- 2.5 Concurrently with the parties' execution of the Job Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Job Order if such amount is in excess of \$25,000 and (ii) a performance bond in the full amount of the Job Order if such amount is in excess of \$100,000. Such bonds

shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Article 11 of Section 00700, General Conditions.

- 2.6 If at any time during the performance of the Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for the Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by the Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate the Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Job Order for each Project, the Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner. The Commissioners Court authorizes the Travis County Purchasing Agent to execute (i) all original Job Orders; and (ii) all Job Orders modifications that do not exceed 25% of the original Job Order amount or the sum of \$50,000.
- 2.8 On each anniversary of the Construction Contract commencement date, an escalation adjustment factor may be applied universally and equally to all the contract unit prices. This escalation adjustment factor shall be based on changes in the Consumer Price Index (CPI) between the Construction Contract commencement date and the anniversary date. The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items, Not Seasonally Adjusted) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the United States Bureau of Labor Statistics web site at [www.bls.gov](http://www.bls.gov). The index month three (3) months prior to the anniversary month for the current year and the Construction Contract commencement year shall be used to determine the percent increase. The first eligible CPI contract adjustment date will be October, 2011, based upon the percent change in the CPI from July 2010 (commencement month and year) to July 2011 (anniversary month and year). Each succeeding year, the same procedure as outlined above will be used. Upon approval by the County of the escalation adjustment factor to be used for future Job Orders, a contract modification, signed by the Contractor and the Travis County Purchasing Agent, will be issued.
- 2.9 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates the Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if breached by Contractor, and (ii) collect exemplary damages in an amount as determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any County officer or employee. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.10 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate the Construction Contract without liability, or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

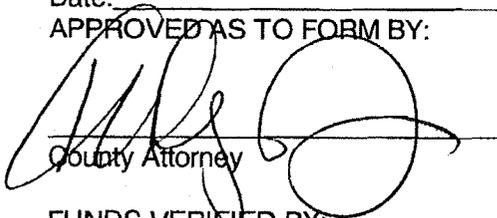
- 2.11 No action or failure to act by the Owner or the Contractor shall constitute a waiver or any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 2.12 Any clause, sentence, provision, paragraph, or article of the Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of the Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.13 The construction contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.14 The Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under the Construction Contract without the written consent of the other party hereto.
- 2.15 The recitals, premises, and representations contained on the first page of the Construction Contract are incorporated herein as if set forth verbatim. The Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. The Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_  
APPROVED AS TO FORM BY:

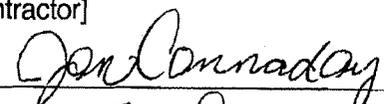
  
County Attorney

FUNDS VERIFIED BY:  
\_\_\_\_\_  
County Auditor

APPROVED BY PURCHASING AGENT:

\_\_\_\_\_  
County Purchasing Agent

[Contractor]

By:   
Name: JAN CANNADAY

Title: President

Date: 10-19-10

## AGREEMENT FOR CONSTRUCTION SERVICES

### Contract No. 10K00268RV

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and **Fore Construction, Inc.** (the "Contractor").

**WHEREAS**, the Owner desires to enter into the Construction Contract for **Minor Construction and Renovation Services (the "Project(s)")** in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Office or its designee), the Contractor's Bid Form, General Conditions, Supplementary Conditions, and the Specifications (which term shall include the Drawings and/or Plans marked **Minor Construction and Renovation Services**, IFB No. **B100266-RV** and Divisions 1 through 49); and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

#### ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed for each Project, as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's bid as accepted by the Travis County Commissioners Court (the "Commissioners Court"), the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked **Minor Construction and Renovation Services**, IFB No. **B100266-RV** and Divisions 1 through 49), and all addenda issued by the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed for the corresponding Project, and subject to authorized adjustments, shall achieve substantial completion of the Work within **the performance period specified in each individual Job Order**, as defined herein (the "Substantial Completion Date.")
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees that **an amount per day will be specified in each individual Job Order**, and shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

 **DRAFT**

## ARTICLE II

- 2.1 **TERM OF CONTRACT:** The term of this Construction Contract shall be for an initial period of twelve (12) months, commencing upon award by the Commissioners Court, subject to earlier termination as provided herein and to the extension option described below.
- 2.2 **OPTION TO EXTEND:** County may unilaterally extend this contract for (i) two (2) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration to the current term. The total term of this Contract, including the Options to Extend, shall not exceed thirty-nine (39) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary; and such right may be exercised by the Purchasing Agent without further Commissioners Court action.
- 2.3 **METHOD OF AWARD:** Award, if any, will be made to the responsible bidder(s) whose Total Bid Amount is/are the lowest, as specified in the Bid Form.

The County may award multiple contracts for these requirements. Award may be made to a primary contractor, a secondary contractor, and/or a tertiary contractor, if necessary. The primary award will be made to the lowest responsive bid, the secondary award to the second lowest responsive bid, and the tertiary award will be made to the third lowest responsive bid.

The primary contractor will be used unless situations such as those below occur:

- a. The primary contractor cannot respond and perform per County instructions.
- b. The primary contractor is unable to perform and complete the Work requested per the schedule specified on the purchase order for that Project.

**NOTE: The above circumstances do not represent an exhaustive list of situations in which the Secondary or Tertiary Contractor will be used instead of the Primary Contractor.**

- 2.4 When the Owner has need for services to be performed in connection with any facility maintained by the Owner, it shall issue a notice to the Contractor specifying the work to be performed. The Contractor shall develop a cost estimate according to the fee schedule set forth in the Contractor's bid and shall submit the same to the Owner (the "Contractor's Cost Estimate"); provided, however, the Owner's solicitation of the Contractor's Cost Estimate shall not create a binding obligation on the part of the Owner to have Work performed by the Contractor. The Contractor's Cost Estimate shall be divided into: (a) the sum for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the Project (tax-exempt costs); and (b) the sum for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable (non-tax-exempt costs). This division of the Contractor's Cost Estimate is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractors shall make these records available upon request of the Travis County Auditor. After receipt of the Construction Cost Estimate, the Travis County Purchasing Agent and the Contractor shall execute a Job Order pursuant to which the Contractor shall perform the Work. The fully-executed Job Order will be accompanied by a Purchase Order prepared by the Travis County Purchasing Agent. The Contractor acknowledges and agrees that it is not authorized to perform the Work without a valid purchase order setting forth the scope of the Work. The Owner shall pay the Contractor the sum specified in the Job Order in accordance with the payment provisions set forth in Article 9 of the General Conditions, which shall be a not-to-exceed amount based upon the Contractor's Cost Estimate as approved by the County.
- 2.5 Concurrently with the parties' execution of the Job Order, the Contractor shall furnish to the Owner (i) a payment bond in the full amount of the Job Order if such amount is in excess of \$25,000 and (ii) a performance bond in the full amount of the Job Order if such amount is in excess of \$100,000. Such bonds

shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor shall also furnish to the Owner the certificate of insurance naming the Owner as an additional insured and showing coverages in accordance with Article 11 of Section 00700, General Conditions.

- 2.6 If at any time during the performance of the Construction Contract, the Travis County Commissioners Court (i) fails to provide funding for the Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by the Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate the Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to that date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed to that date, including without limitation any recovery allowed for lost profits anticipated to be made hereunder.
- 2.7 Other than by issuance of a Job Order for each Project, the Construction Contract may be amended only by the following written instruments: (i) a "Travis County Purchasing Office General Modification" form signed by the Contractor and necessary representatives designated by the Owner, and (ii) a change order/modification form issued by the Owner and signed by the Contractor and necessary representatives designated by the Owner. The Commissioners Court authorizes the Travis County Purchasing Agent to execute (i) all original Job Orders; and (ii) all Job Orders modifications that do not exceed 25% of the original Job Order amount or the sum of \$50,000.
- 2.8 On each anniversary of the Construction Contract commencement date, an escalation adjustment factor may be applied universally and equally to all the contract unit prices. This escalation adjustment factor shall be based on changes in the Consumer Price Index (CPI) between the Construction Contract commencement date and the anniversary date. The percent escalation allowable will be based on the percent change in the CPI for Urban Wage Earners and Clerical Workers, Current Series (CPI-W, U.S. City Average, All Items, Not Seasonally Adjusted) published by the United States Department of Labor, Bureau of Labor Statistics. The index may be obtained from the United States Bureau of Labor Statistics web site at [www.bls.gov](http://www.bls.gov). The index month three (3) months prior to the anniversary month for the current year and the Construction Contract commencement year shall be used to determine the percent increase. The first eligible CPI contract adjustment date will be October, 2011, based upon the percent change in the CPI from July 2010 (commencement month and year) to July 2011 (anniversary month and year). Each succeeding year, the same procedure as outlined above will be used. Upon approval by the County of the escalation adjustment factor to be used for future Job Orders, a contract modification, signed by the Contractor and the Travis County Purchasing Agent, will be issued.
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- 2.10 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate the Construction Contract without liability, or in its discretion to deduct from the amount due from the Owner to the contractor, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

- 2.11 No action or failure to act by the Owner or the Contractor shall constitute a waiver or any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 2.12 Any clause, sentence, provision, paragraph, or article of the Construction Contract held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of the Construction Contract, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- 2.13 The construction contract is wholly performable in Travis County and venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Construction Contract shall lie exclusively in Travis County, Texas. This Construction Contract shall be governed by and construed in accordance with Texas law.
- 2.14 The Construction Contract shall be binding upon and inure to the benefit of the Owner and the Contractor and their respective successors, executors, administrators, and assigns. Neither the Owner nor Contractor may assign, sublet, or transfer its interest in or obligation under the Construction Contract without the written consent of the other party hereto.
- 2.15 The recitals, premises, and representations contained on the first page of the Construction Contract are incorporated herein as if set forth verbatim. The Construction Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. The Construction Contract may be amended only by written instrument signed by both the Owner and the Contractor. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE CONSTRUCTION CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

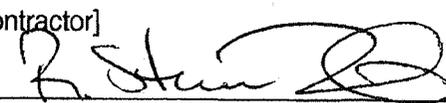
By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_  
APPROVED AS TO FORM BY:

 \_\_\_\_\_  
County Attorney

FUNDS VERIFIED BY:  
\_\_\_\_\_  
County Auditor

APPROVED BY PURCHASING AGENT:  
\_\_\_\_\_  
County Purchasing Agent

[Contractor]  
By:  \_\_\_\_\_  
Name: R. Steve Franklin  
Title: President  
Date: 10-19-10

Travis County Commissioners Court Agenda Request

Voting Session: October 26, 2010

Work Session:

I. A. Request made by: \_\_\_\_\_ Phone # 854 -9434  
Joseph P. Gieselman, TNR Executive Manager

B. Requested Text: Consider and take appropriate action on the following requests in Precinct One:

A) Approve Amendment #1 to Participation Agreement with Club Deal 120 Whisper Valley L.P., for the completion of a section of Braker Lane from FM 973 to Taylor Lane; and,

B) Approve Amendment #1 to Participation Agreement with Club Deal 116 Indian Hills TX, L.P., for the completion of a section of Decker Lake Road from FM 973 to SH 130 southbound frontage road.

C. Approved by: \_\_\_\_\_  
Commissioner Ron Davis, Precinct 1

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

\_\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_\_ Transfer of existing funds within or between any budget line item

\_\_\_\_\_ Grant

Human Resources Department (473-9165):

\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

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JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

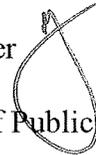
411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

October 11, 2010

**MEMORANDUM TO:** Members of the Commissioners Court

**THROUGH:** Joseph P. Gieselman, Executive Manager

**FROM:** Steve Manilla, P.E., Division Director of Public Works



**Subject:** Amendments to Participation Agreements for Braker Lane and Decker Lake Road

**Proposed Motion:**

Consider and take appropriate action on the following requests in Precinct One:

- A) Approve Amendment #1 to Participation Agreement with Club Deal 120 Whisper Valley L.P., for the completion of a section of Braker Lane from FM 973 to Taylor Lane; and,
- B) Approve Amendment #1 to Participation Agreement with Club Deal 116 Indian Hills TX, L.P., for the completion of a section of Decker Lake Road from FM 973 to SH 130 southbound frontage road.

**Summary and Staff Recommendation:**

In 2006, Travis County entered into participation agreements with the developer of two projects, Whisper Valley and Indian Hills, to build County roads within the two projects. These were Braker Lane and Decker Lake Road, respectively. For each project, the developer was to donate right-of-way and complete engineering design and road construction by certain dates. The County was to use general obligation bond funds from the 2005 bond election to reimburse the developers for a set percentage of their design and construction costs.

Several other developers also entered into participation agreements with the County to use 2005 general obligation funds to build roads within their projects. Most of these developers, including the developer of Whisper Valley and Indian Hills, have not met the deadlines set in the participation agreements and are now requesting extensions and other revisions to their agreements. All the developers attribute their delays to the general economic downturn and the shortage of financing available for real estate development.

The particular changes requested by the Whisper Valley and Indian Hills developer include an extension of the deadlines for completing engineering design for both projects, a change in the phasing of the construction of Braker Lane, an extension of the deadline for completion of construction of Decker Lake Road, a change in fiscal security for the Decker Lake Road project, and several technical changes..

Whisper Valley and Indian Hills are in a part of the SH 130 corridor that will experience intense development in the near future. The 2005 general obligation bond funds committed by the County under these two participation agreements will fund construction of the main roads inside of the Whisper Valley and Indian Hills projects. However, there is currently no source of funding to improve the roads outside of Whisper Valley and Indian Hills that will have to absorb the traffic burden from these and other projects in the area. Attached is a map showing several roadway improvements that staff believes will be needed to accommodate future development in the Manor area.

Developers in the area, including the developers of Whisper Valley and Indian Hills, have expressed some willingness, in concept, to pay to the County a proportional share of the cost to build or improve the external roads affected by their projects. The concept is to allow the County to collect a fee for each lot, residential unit, or square foot of commercial development and use the money to improve the external roads. However, the details of that concept remain to be fleshed out. Attached are examples of a letter of commitment from two of the developers of property in the Manor area.

TNR recommends approval of the amendments to the Whisper Valley and Indian Hills participation agreements, provided the developer of those projects commits to continue working toward participation in the proportional cost of external road improvements needed to absorb the traffic burden from the projects.

### **Budgetary and Fiscal Issues**

Changing the phasing of Braker Lane should result in better construction bids because of savings that typically come from economies of scale. Extending the deadline for submitting engineering design without extending the overall project completion date should have no negative affect on cost to the County.

Extending the Decker Lake Road construction completion date by approximately one year would usually result in higher prices due to inflation, but in this case it could result in lower bid prices. TNR has received lower than expected bids on its projects during the past two years largely because contractors have fewer projects to bid on due to the economic downturn. If this trend continues we would expect to complete the project within budget even if it is delayed.

### **Issues and Opportunities:**

The build out of Whisper Valley, Indian Hills, and other developments in the area will result in thousands of additional vehicle trips being placed on roads that do not have the capacity to accommodate them at an acceptable level of service, including FM 973. Prior to the 2005 bond election, TxDot was developing a project to improve FM 973. TxDot suspended that project because of a lack of gas tax or other state funding. The Commissioners Court offered to assist TxDot with funding through TxDot's pass through finance program, TxDot declined because of intense statewide competition for a limited amount of funds.

Area residents, Travis County, and the City of Manor have raised concerns about the ability of the existing roadway network to safely accommodate anticipated growth. Members of the development community have indicated a willingness to participate in a solution to this problem. As such, Travis County, the City of Austin, the City of Manor, TxDot, CAMPO, representatives of various developers, and area residents have met on several occasions to develop a plan for improving and expanding the existing roadway network. A result of these discussions has been the development of a listing of projects that, when completed, should provide a transportation network that can meet the anticipated traffic demands safely and at an acceptable level of service. Current efforts by staff representing TNR, the County Attorney's Office, the City of Austin, and the development community are focused on investigating the feasibility of various funding alternatives. The developers of Whisper Valley and Indian Hills, and other developers in the region appear to agree in principle to cost-sharing on needed infrastructure located outside the boundaries of their respective developments. A caveat of these discussions has been that all developers in the region must be willing to participate so that one developer doesn't achieve a cost advantage over another.

The recently approved CAMPO 2035 Plan largely discards past "trend" growth transportation planning in favor of "centers" growth. The development that is soon to occur around these two projects is an example of the type of concentrated mixed-use growth envisioned by the centers concept. Concentrating development will eventually encourage more use of alternative modes of transportation, and the resultant benefits, however in the interim it will be the county roadway system that these developments must rely upon.

**Background:**

In July 2005 the Court adopted guidelines for the public/private partnership projects that were to be included in the 2005 bond election. The guidelines state that the developer must dedicate right-of-way and pay half the cost of a four lane road across property owned or controlled by the developer. Under the terms of most of the participation agreements entered into, the developer must administer the engineering and construction contracts and the County reimburses the developer. However, the guidelines did not preclude County administration of the engineering and construction with reimbursement by the developer.

In November 2005, the voters approved the bonds. It authorized \$29,600,000 of County general obligation bonds for several public/private partnerships projects. That translates to nearly \$60,000,000 in public works projects when coupled with the private funding and the City of Austin funding that was committed to three of the projects.

During the FY 07 budget process TNR recommended, and the Court approved, accelerating the issuance of these bonds because developers requested it so they would have County funds available to meet the anticipated pace of their projects. Now the developers are requesting extended completion dates and alternative fiscal instruments because of the downturn in the economy created a difficult lending environment for housing and commercial building projects.

This Braker Lane project consists of extending Braker Lane approximately 12,650' in multiple phases from FM 973 at SH 130 to Taylor Lane. It is in the 2035 CAMPO plan where it is planned to be a 4-lane arterial roadway. The Decker Lake Road projects consists of extending Decker Lake Road approximately 3,550' from FM 973 south and eastward to the SH 130 southbound frontage roads. It will pass through the planned Indian Hills development. It is in the 2035 CAMPO plan where it is planned to be a 4-lane arterial roadway. Funding for these

projects was included in the County's 2005 Bond Referendum and earmarked for Public-Private Partnerships.

**Attachments**

Map showing desired regional roadway improvements to support anticipated growth

Example letter of commitment to regional roadway improvements

Amendment #1 to Braker Lane Participation Agreement

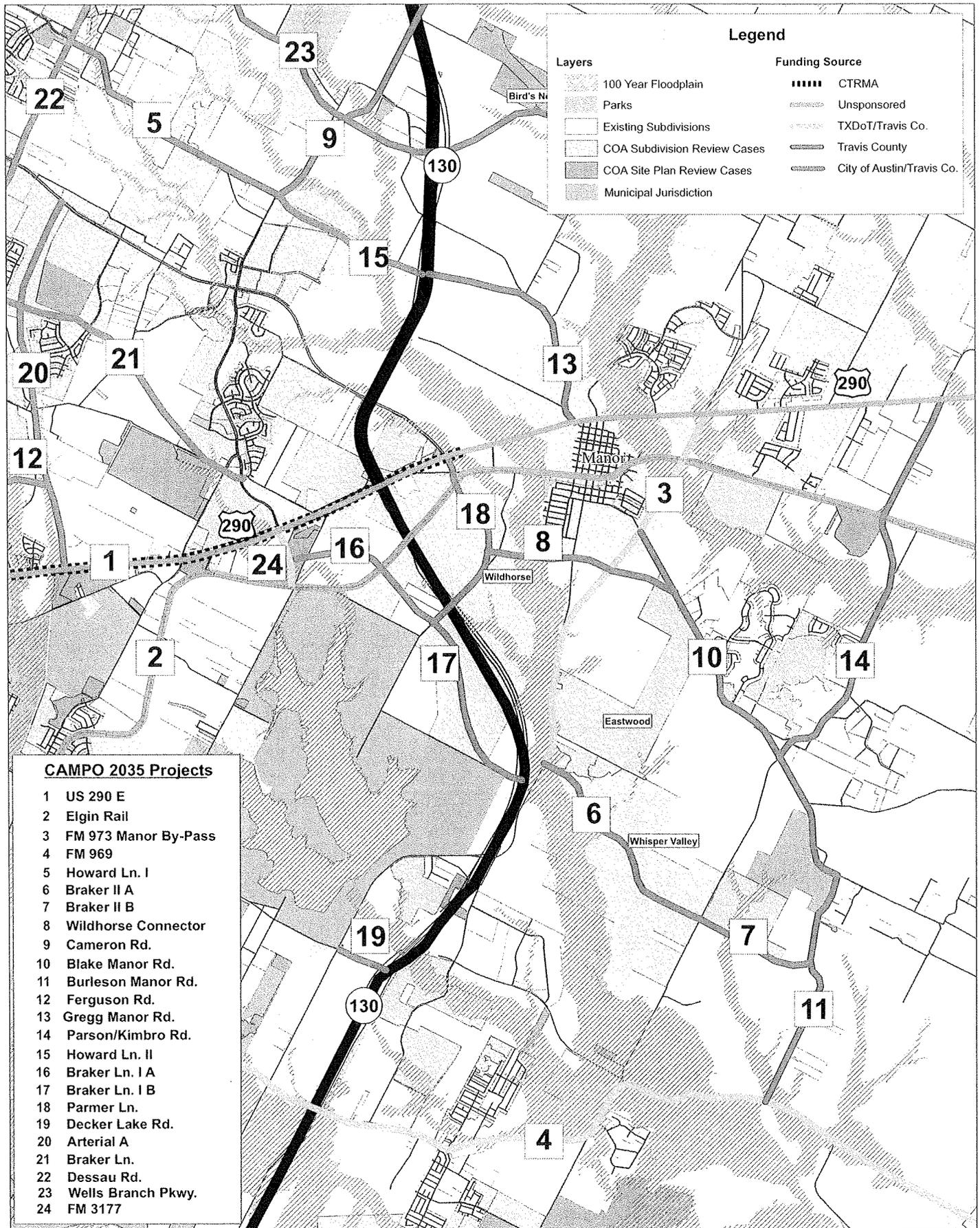
Amendment #1 to Decker Lake Road Participation Agreement

**CC:**

Tom Nuckols, Chris Gilmore and Julie Joe, Assistant County Attorneys

Cynthia McDonald, Donna Williams-Jones, and Brunilda Cruz, TNR Financial Services

Hanna York, Auditors Office



## CAMPO 2035 Plan Transportation Projects In Manor Area

# IRION | SLADE

ATTORNEYS & COUNSELORS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY

Terrence L. Irion

Attorney at Law

2224 Walsh Tarlton  
Suite 210  
Austin, Texas 78746

512.347.9977

Fax: 512.347.7085

trion@isblaw.com

March 11, 2010

VIA EMAIL: [joe.gieselman@co.travis.tx.us](mailto:joe.gieselman@co.travis.tx.us)

And U.S. MAIL

Mr. Joe Gieselman  
Executive Director  
Travis County TNR  
411 W. 13<sup>th</sup> Street  
Austin, Texas 78701  
Attn: Anna Bowlin and Steve Manila

VIA EMAIL: [chris.gilmore@co.travis.tx.us](mailto:chris.gilmore@co.travis.tx.us)

And U.S. MAIL

Mr. Chris Gilmore  
Ms. Julie Joe  
Assistant County Attorney  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Re: C8j 2008 0048 - Eastwood Preliminary Plan: 667.5 acres S. FM 973 and Blake Manor Road

Dear Ladies and Gentlemen:

The purpose of this letter is to request that an item be posted to the March 30, 2010 agenda of the Commissioners' Court to consider approval of the above referenced Preliminary Plan. The City of Austin Zoning & Planning Commission approved this Preliminary Plan last July.

Since last July, Applicant Hen-Ball Investments, L.P. has worked with a broad group of stakeholders with interest in addressing the transportation needs of this important eastern corridor of the County. A series of meetings have been held which included public stakeholders such as the City of Manor, Travis County and CAMPO, as well as private stakeholders including the Park Springs Neighborhood Association, the HDR Transportation Engineers, representatives of the Wolf Ranch, Whisper Valley, Wildhorse and Central Park proposed developments. While no agreement has been reached on how to fund needed road improvements in this corridor, if all these projects are in fact built, there was at least general agreement among the private sector

Travis County Letter  
March 11, 2010  
Page 2

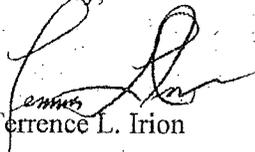
stakeholders, including the Park Springs Neighborhood Association, that the highest priority road improvement is what is known as the Blake Manor to Parmer Lane interconnect.

Hen-Ball Investments believes that in addition to the normal internal and boundary street improvements required of each development project at the time of final plat approval, that each developer stakeholder should participate in a public/private facilities agreement to raise a fund to build what the stakeholders believe are the highest priority transportation needs of the corridor. While none of the developers of these projects are legally required to do so, unless the private sector agrees to participate with the public sector in identifying priority needs and investing in those priorities, none of the needed road improvements are likely to happen. To that end, Hen-Ball Investments has offered to continue the dialogue with TNR Officials and other stakeholders in developing a regional phasing agreement in which all non-exempt development projects (those in excess of 10 acres in size) would contribute into a transportation improvement fund in an agreed amount for the construction of those agreed upon high priority offsite road projects. While the fund may never collect enough money to build one of these projects in its entirety, the availability of a substantial fund of money from stakeholders, all of whom agree on the funding priority, should make it easier for the County and the State to raise matching funds to implement construction of such high priority roads.

Applicant looks forward to continuing its discussions with the County Attorney and other stakeholders in the development of a phasing agreement vehicle which can win the support of all the area stakeholders.

I look forward to discussing this matter with you in further detail. Please confirm that the request for action on the Preliminary Plan is being posted to an agenda certain.

Sincerely,



Terrence L. Irion

TLI:lm

Cc: John Lloyd

RECEIVED

CODE 1101

OCT 05 2010

TNR

direct (512) 479-9710 fax (512) 479-  
e-mail jharris@brownmccarroll.com

October 4, 2010

Attorneys  
at Law  
**BROWN  
MCCARROLL**

VIA E-MAIL  
VIA REGULAR U.S. MAIL AND  
VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Anna Bowlin  
Director of Development Services  
Travis County  
Transportation and Natural Resources  
411 W. 13<sup>th</sup>, 11<sup>th</sup> Floor  
Austin, TX 78701

Re: Wolf Tract Preliminary Plan/C8J-2009-0078/**PHASING AGREEMENT**

Dear Anna:

Enclosed please find the Phasing Agreement which has been executed by Mr. Wolf.

This Phasing Agreement provides:

1. That there can be no final plat obtained for any portion of the Wolf Tract until the construction plans for either (a) Los Caballos Avenue leading to Blake Manor Road or (b) the roadway through the Eastwood Subdivision connecting with FM 973, has construction plans approved by the County, fiscal security for construction thereof has been accepted by and posted with the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

Austin

2. That there can be no final plat obtained for more than 100 lots until construction plans for both (a) Los Caballos Avenue leading to Blake Manor Road and (b) the roadway through the Eastwood Subdivision connecting with FM 973, have been approved by the County, fiscal security for construction thereof has been accepted by and posted with the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

• • • •

Dallas

• • • •

Houston

3. Mr. Wolf shall, if requested by the County, upon the execution of the Phasing Agreement, dedicate or cause to be dedicated by plat or separate instrument the additional right-of-way and any required slope or drainage easements necessary to upgrade Blake Manor Road as shown on Exhibit C to the Phasing Agreement.

4. Mr. Wolf shall as each subsequent phase of the subdivision is submitted to the Commissioners Court for approval, post under a County-

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57875.1

Anna Bowlin  
October 4, 2010  
Page 2

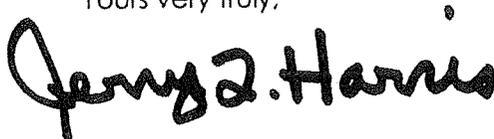
approved from the construction security for the cost of the improvements to the streets within the phase being final platted any additional portion of the streets necessary to provide access to such phase.

5. Mr. Wolf will participate in a Regional Phasing Agreement that will allow for a joint effort, with other developments within the area to provide traffic mitigation measures for roadways and intersections impacted by the development of the Wolf Subdivision and the other developments within the area.

In addition to these provisions, the Phasing Agreement contains all of the other standard Travis County phasing agreement provisions.

On behalf of Mr. Wolf, I am requesting that the Wolf Preliminary Plan be presented as recommended for approval to the Travis County Commissioners Court on Tuesday, October 26, 2010.

Yours very truly,



Jerry L. Harris

CC:	County Commissioner Ron Davis	(VIA E-MAIL AND REG.MAILw/enc.)
	Sarah Sumner	(VIA E-MAIL AND REG.MAILw/enc.)
	Joe Arriaga	(VIA E-MAIL AND REG.MAILw/enc.)
	Ed Wolf	(VIA E-MAIL AND REG.MAILw/enc.)
	Lee Miks	(VIA E-MAIL AND REG.MAILw/enc.)
	Chris Ruiz	(VIA E-MAIL AND REG.MAILw/enc.)
	Mike Garza	(VIA E-MAIL AND REG.MAILw/enc.)

**AMENDMENT NUMBER ONE TO  
DECKER LAKE ROAD PARTICIPATION AGREEMENT**

This Amendment ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 116 Indian Hills TX, L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 30, 2006 ("Decker Lake Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Decker Lake Road from Farm to Market 973 ("FM 973") to State Highway 130 ("SH 130"), specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet the completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

WHEREAS, the Parties desire to add a provision to the Agreement that would allow the Developer to amend the commencement and completion dates for any Phase of the Project if agreed in writing by the Executive Manager of the Transportation and Natural Resources Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

## Section 1. Amendments.

1.1 The following language is deleted from the Recitals in the Agreement:

WHEREAS, the Developer is meeting its obligations under the County's 2005 bond order to pay for at least fifty percent (50%) of a four lane divided arterial road;

1.2 Section 3(g) is deleted in its entirety, and the following is substituted in its place:

(g) By April 4, 2011, the Developer must submit to the County for approval three (3) copies of the Final Plans and Specifications for the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. Notwithstanding anything to the contrary, if the Developer fails to comply with the deadline set forth in this Section 3(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 3(g), the County will have no obligation to pay any amount under this Agreement.

1.3 Section 8(a)(iv) is deleted in its entirety, and the following is substituted in its place:

(iv) deposit with the County either cash, surety bond, or a letter of credit for the Developer's non-reimbursable costs under Section 1(e) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 1(e) ("**Fiscal Security**") to secure completion of the Project as provided in Section 13, provided that the cash deposit, surety bond, or reducing letter of credit may be reduced as the Developer incurs and pays such non-reimbursable costs; and

1.4 Section 8(c) is deleted in its entirety, and the following is substituted in its place:

(c) If the requirements of Subsection (a) are not met, the County may terminate this Agreement and be relieved of any obligation to pay any amount under this Agreement. If the County and City have executed the Interlocal Agreement but the City does not post the City Construction Funds under Subsection (b) and the Developer is not in default, the Developer may elect to post such City Construction Funds and proceed with construction of the Project without reimbursement by the City and bear the full share of the costs of the Construction Contract, inspections, testing, and other costs as specified under Section 1(e)(ii). If the Developer does not post such City Construction Funds within thirty (30) days after written notice from the County of intent to terminate this Agreement for failure to post such City Construction Funds, the County

may terminate this Agreement, reallocate any bond funding for the Project to other County projects, and be relieved of any obligation to pay any amount under this Agreement.

1.5 Section 8(d) is deleted in its entirety, and the following is substituted in its place:

- (d) Construction of the Project must commence on or before April 4, 2011 (the "**Construction Start Date**"). If the Developer elects to commence construction before the applicable Construction Start Date and the County has not yet received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Subsection (h), the County's obligation to make payments as specified in Subsection (h) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of the bond proceeds. The Developer must cause the Project to be complete and accepted by the County by February 13, 2012. However, the Developer may amend the commencement and/or completion dates set forth herein for any Phase if agreed in writing by the Executive Manager of the County Transportation and Natural Resources Department. Notwithstanding anything to the contrary, if the Developer fails to comply with the commencement and completion dates set forth herein in this Section 8(d), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 8(d), the County will have no obligation to pay any amount under this Agreement.

Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.4 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original,

duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

2.5 Within 5 days after the Effective Date of this Amendment, the Developer will submit to the County a copy of the Developer's signed contract with its Project Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 116 Indian Hills TX, L.P.**  
a Delaware limited partnership

By: CD116 Indian Hills TX, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_

Douglas H. Gilliland, Manager

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

**AMENDMENT NUMBER ONE TO  
DECKER LAKE ROAD PARTICIPATION AGREEMENT**

This Amendment ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 116 Indian Hills TX, L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 30, 2006 ("Decker Lake Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Decker Lake Road from Farm to Market 973 ("FM 973") to State Highway 130 ("SH 130"), specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet the completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

WHEREAS, the Parties desire to add a provision to the Agreement that would allow the Developer to amend the commencement and completion dates for any Phase of the Project if agreed in writing by the Executive Manager of the Transportation and Natural Resources Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Amendments.

1.1 The following language is deleted from the Recitals in the Agreement:

WHEREAS, the Developer is meeting its obligations under the County's 2005 bond order to pay for at least fifty percent (50%) of a four lane divided arterial road;

1.2 Section 3(g) is deleted in its entirety, and the following is substituted in its place:

(g) By April 4, 2011, the Developer must submit to the County for approval three (3) copies of the Final Plans and Specifications for the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. Notwithstanding anything to the contrary, if the Developer fails to comply with the deadline set forth in this Section 3(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 3(g), the County will have no obligation to pay any amount under this Agreement.

1.3 Section 8(a)(iv) is deleted in its entirety, and the following is substituted in its place:

(iv) deposit with the County either cash, surety bond, or a letter of credit for the Developer's non-reimbursable costs under Section 1(e) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 1(e) ("**Fiscal Security**") to secure completion of the Project as provided in Section 13, provided that the cash deposit, surety bond, or reducing letter of credit may be reduced as the Developer incurs and pays such non-reimbursable costs; and

1.4 Section 8(c) is deleted in its entirety, and the following is substituted in its place:

(c) If the requirements of Subsection (a) are not met, the County may terminate this Agreement and be relieved of any obligation to pay any amount under this Agreement. If the County and City have executed the Interlocal Agreement but the City does not post the City Construction Funds under Subsection (b) and the Developer is not in default, the Developer may elect to post such City Construction Funds and proceed with construction of the Project without reimbursement by the City and bear the full share of the costs of the Construction Contract, inspections, testing, and other costs as specified under Section 1(e)(ii). If the Developer does not post such City Construction Funds within thirty (30) days after written notice from the County of intent to terminate this Agreement for failure to post such City Construction Funds, the County

may terminate this Agreement, reallocate any bond funding for the Project to other County projects, and be relieved of any obligation to pay any amount under this Agreement.

1.5 Section 8(d) is deleted in its entirety, and the following is substituted in its place:

- (d) Construction of the Project must commence on or before April 4, 2011 (the "**Construction Start Date**"). If the Developer elects to commence construction before the applicable Construction Start Date and the County has not yet received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Subsection (h), the County's obligation to make payments as specified in Subsection (h) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of the bond proceeds. The Developer must cause the Project to be complete and accepted by the County by February 13, 2012. However, the Developer may amend the commencement and/or completion dates set forth herein for any Phase if agreed in writing by the Executive Manager of the County Transportation and Natural Resources Department. Notwithstanding anything to the contrary, if the Developer fails to comply with the commencement and completion dates set forth herein in this Section 8(d), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 8(d), the County will have no obligation to pay any amount under this Agreement.

## Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.4 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original,

duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

2.5 Within 5 days after the Effective Date of this Amendment, the Developer will submit to the County a copy of the Developer's signed contract with its Project Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 116 Indian Hills TX, L.P.**  
a Delaware limited partnership

By: CD116 Indian Hills TX, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_

Douglas H. Gilliland, Manager

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

**AMENDMENT NUMBER ONE TO  
DECKER LAKE ROAD PARTICIPATION AGREEMENT**

This Amendment ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 116 Indian Hills TX, L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 30, 2006 ("Decker Lake Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Decker Lake Road from Farm to Market 973 ("FM 973") to State Highway 130 ("SH 130"), specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet the completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

WHEREAS, the Parties desire to add a provision to the Agreement that would allow the Developer to amend the commencement and completion dates for any Phase of the Project if agreed in writing by the Executive Manager of the Transportation and Natural Resources Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Amendments.

1.1 The following language is deleted from the Recitals in the Agreement:

WHEREAS, the Developer is meeting its obligations under the County's 2005 bond order to pay for at least fifty percent (50%) of a four lane divided arterial road;

1.2 Section 3(g) is deleted in its entirety, and the following is substituted in its place:

(g) By April 4, 2011, the Developer must submit to the County for approval three (3) copies of the Final Plans and Specifications for the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. Notwithstanding anything to the contrary, if the Developer fails to comply with the deadline set forth in this Section 3(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 3(g), the County will have no obligation to pay any amount under this Agreement.

1.3 Section 8(a)(iv) is deleted in its entirety, and the following is substituted in its place:

(iv) deposit with the County either cash, surety bond, or a letter of credit for the Developer's non-reimbursable costs under Section 1(e) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 1(e) ("**Fiscal Security**") to secure completion of the Project as provided in Section 13, provided that the cash deposit, surety bond, or reducing letter of credit may be reduced as the Developer incurs and pays such non-reimbursable costs; and

1.4 Section 8(c) is deleted in its entirety, and the following is substituted in its place:

(c) If the requirements of Subsection (a) are not met, the County may terminate this Agreement and be relieved of any obligation to pay any amount under this Agreement. If the County and City have executed the Interlocal Agreement but the City does not post the City Construction Funds under Subsection (b) and the Developer is not in default, the Developer may elect to post such City Construction Funds and proceed with construction of the Project without reimbursement by the City and bear the full share of the costs of the Construction Contract, inspections, testing, and other costs as specified under Section 1(e)(ii). If the Developer does not post such City Construction Funds within thirty (30) days after written notice from the County of intent to terminate this Agreement for failure to post such City Construction Funds, the County

may terminate this Agreement, reallocate any bond funding for the Project to other County projects, and be relieved of any obligation to pay any amount under this Agreement.

1.5 Section 8(d) is deleted in its entirety, and the following is substituted in its place:

- (d) Construction of the Project must commence on or before April 4, 2011 (the "**Construction Start Date**"). If the Developer elects to commence construction before the applicable Construction Start Date and the County has not yet received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Subsection (h), the County's obligation to make payments as specified in Subsection (h) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of the bond proceeds. The Developer must cause the Project to be complete and accepted by the County by February 13, 2012. However, the Developer may amend the commencement and/or completion dates set forth herein for any Phase if agreed in writing by the Executive Manager of the County Transportation and Natural Resources Department. Notwithstanding anything to the contrary, if the Developer fails to comply with the commencement and completion dates set forth herein in this Section 8(d), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 8(d), the County will have no obligation to pay any amount under this Agreement.

## Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.4 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original,

duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

2.5 Within 5 days after the Effective Date of this Amendment, the Developer will submit to the County a copy of the Developer's signed contract with its Project Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 116 Indian Hills TX, L.P.**  
a Delaware limited partnership

By: CD116 Indian Hills TX, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_

Douglas H. Gilliland, Manager

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

**AMENDMENT NUMBER ONE TO  
BRAKER LANE (FM 973 TO TAYLOR LANE) ROAD PARTICIPATION AGREEMENT**

This Amendment ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 120 Whisper Valley L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 19, 2007 ("Braker Lane (FM 973 to Taylor Lane) Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Braker Lane from Farm to Market 973 ("FM 973") to Taylor Lane, specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet some of the construction commencement and construction completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the Parties desire to correct several scrivener's errors in the Agreement to accurately reflect the understanding of the agreement between the Parties;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

WHEREAS, under Section 8(c) of the Agreement, the Developer may amend the commencement and completion dates for any Phase of the Project if agreed in writing by the Executive Manager of the Transportation and Natural Resources Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Amendments.

1.1 The following language is deleted from the Recitals in the Agreement:

WHEREAS, the Developer is meeting its obligations under the County's 2005 bond order to pay for at least fifty percent (50%) of a four lane divided arterial tract;

1.2 To correct scrivener's errors, Section 3(f) is deleted in its entirety, and the following is substituted in its place:

(f) The Developer must submit invoices for Engineering Services and Deliverables as provided in Section 8(f) and the County will reimburse the Developer as provided in Section 8(g). If the Developer elects to commence engineering work before the County has received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Section 8(g), the County's obligation to make payments as specified in Section 8(g) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of such bond proceeds.

1.3 Section 3(g) is deleted in its entirety and substituted with the following:

(g) Developer must start preliminary Engineering Services by January 4, 2011. By August 2, 2011, the Developer must submit to the County for approval three copies of the Final Plans and Specifications for Phases One and Two of the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. By June 3, 2011, the Developer must submit a preliminary plan (schematic) for the design of the Project (all Phases) to the County for review and approval. Upon review and approval of the Engineering Services and Deliverables performed to date and the invoices and detailed summary, the County must reimburse Developer the amount provided in Section 1(e)(i) incurred to such date pursuant to the procedure set forth in Section 8(g). Notwithstanding anything to the contrary, if the Developer fails to comply with the deadlines set forth in this Section 3(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 3(g), the County will have no obligation to pay any amount under this Agreement.

1.4 Section 3(i) is deleted in its entirety and substituted with the following:

- (i) The County shall issue any required permits for Phase One and Two within three weeks of the Developer's submittal of Final Plans and Specifications meeting all County standards. Final Plans and Specifications for Phase Three and Four shall be submitted by Developer to the County in a timely manner so as to allow Developer meet the construction completion dates for those Phases as set forth in Section 8(c).
- 1.5 Section 8(a)(iv) is deleted in its entirety, and the following is substituted in its place:
- (iv) deposit with the County either cash, surety bond, or a reducing letter of credit for the Developer's non-reimbursable costs under Section 1(e) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 1(e) ("**Fiscal Security**") to secure completion of the Project as provided in Section 13, provided that the cash deposit, surety bond, or letter of credit may be reduced as the Developer incurs and pays non-reimbursable costs under Section 1(e); and
- 1.6 Section 8(c) is deleted in its entirety, and the following is substituted in its place:
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, Construction of Phases One and Two must commence on or before December 30, 2011 and be completed on or before April 23, 2013. Phase Three New Construction must commence on or before December 31, 2012. Phase Four New Construction must commence on or before December 31, 2014. The Developer must cause all of Phase One through Phase Four to be completed and accepted by the County on or before April 20, 2016. Developer may amend the commencement and/or completion dates set forth herein for any Phase if agreed in writing by the Executive Manager of the County Transportation and Natural Resources Department. If the Developer elects to commence construction before the applicable Construction Start Date and the County has not yet received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Subsection (g), the County's obligation to make payments as specified in Subsection (g) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of such bond proceeds.

Notwithstanding anything to the contrary, if the Developer fails to comply with the commencement and completion dates set forth herein for any Phase, the County may terminate this Agreement and reallocate any bond funding for the Project to

other County projects. If the County terminates this Agreement pursuant to this Section 8(c), the County will have no obligation to pay any amount under this Agreement.

Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.4 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original, duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.
- 2.5 Within 5 days after the Effective Date of this Amendment, the Developer will submit to the County a copy of the Developer's signed contract with its Project Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 120 Whisper Valley, Limited Partnership**  
a Delaware limited partnership

By: CD 120 GP, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Douglas H. Gilliland,  
Manager

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

## AMENDMENT NUMBER ONE TO

### BRAKER LANE (FM 973 TO TAYLOR LANE) ROAD PARTICIPATION AGREEMENT

This Amendment ("Amendment") is entered into between Travis County, Texas (the "County") and Club Deal 120 Whisper Valley L.P., a Delaware limited partnership (the "Developer"). The County and the Developer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Amendment and to perform its obligations under this Amendment without the further approval or consent of any other person or entity.

#### Recitals

WHEREAS, the County and the Developer entered into that certain Participation Agreement dated November 19, 2007 ("Braker Lane (FM 973 to Taylor Lane) Road Participation Agreement" or the "Agreement") pertaining to the proposed construction of Braker Lane from Farm to Market 973 ("FM 973") to Taylor Lane, specified in the Capital Area Metropolitan Planning Organization 2030 Plan to be a 4-lane divided arterial (as described in the Agreement, the "Project");

WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet some of the construction commencement and construction completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the Parties desire to correct several scrivener's errors in the Agreement to accurately reflect the understanding of the agreement between the Parties;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

WHEREAS, under Section 8(c) of the Agreement, the Developer may amend the commencement and completion dates for any Phase of the Project if agreed in writing by the Executive Manager of the Transportation and Natural Resources Department;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Amendment, the Parties agree as follows:

Section 1. Amendments.

1.1 The following language is deleted from the Recitals in the Agreement:

WHEREAS, the Developer is meeting its obligations under the County's 2005 bond order to pay for at least fifty percent (50%) of a four lane divided arterial tract;

1.2 To correct scrivener's errors, Section 3(f) is deleted in its entirety, and the following is substituted in its place:

(f) The Developer must submit invoices for Engineering Services and Deliverables as provided in Section 8(f) and the County will reimburse the Developer as provided in Section 8(g). If the Developer elects to commence engineering work before the County has received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Section 8(g), the County's obligation to make payments as specified in Section 8(g) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of such bond proceeds.

1.3 Section 3(g) is deleted in its entirety and substituted with the following:

(g) Developer must start preliminary Engineering Services by January 4, 2011. By August 2, 2011, the Developer must submit to the County for approval three copies of the Final Plans and Specifications for Phases One and Two of the Project and a detailed summary of the work completed and sums paid by the Developer for the Engineering Services and Deliverables. By June 3, 2011, the Developer must submit a preliminary plan (schematic) for the design of the Project (all Phases) to the County for review and approval. Upon review and approval of the Engineering Services and Deliverables performed to date and the invoices and detailed summary, the County must reimburse Developer the amount provided in Section 1(e)(i) incurred to such date pursuant to the procedure set forth in Section 8(g). Notwithstanding anything to the contrary, if the Developer fails to comply with the deadlines set forth in this Section 3(g), the County may terminate this Agreement and reallocate any bond funding for the Project to other County projects. If the County terminates this Agreement pursuant to this Section 3(g), the County will have no obligation to pay any amount under this Agreement.

1.4 Section 3(i) is deleted in its entirety and substituted with the following:

- (i) The County shall issue any required permits for Phase One and Two within three weeks of the Developer's submittal of Final Plans and Specifications meeting all County standards. Final Plans and Specifications for Phase Three and Four shall be submitted by Developer to the County in a timely manner so as to allow Developer meet the construction completion dates for those Phases as set forth in Section 8(c).

1.5 Section 8(a)(iv) is deleted in its entirety, and the following is substituted in its place:

- (iv) deposit with the County either cash, surety bond, or a reducing letter of credit for the Developer's non-reimbursable costs under Section 1(e) in a form acceptable to the County in an initial amount equal to the County's estimate of the Developer's non-reimbursable share of costs under Section 1(e) ("**Fiscal Security**") to secure completion of the Project as provided in Section 13, provided that the cash deposit, surety bond, or letter of credit may be reduced as the Developer incurs and pays non-reimbursable costs under Section 1(e); and

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- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, Construction of Phases One and Two must commence on or before December 30, 2011 and be completed on or before April 23, 2013. Phase Three New Construction must commence on or before December 31, 2012. Phase Four New Construction must commence on or before December 31, 2014. The Developer must cause all of Phase One through Phase Four to be completed and accepted by the County on or before April 20, 2016. Developer may amend the commencement and/or completion dates set forth herein for any Phase if agreed in writing by the Executive Manager of the County Transportation and Natural Resources Department. If the Developer elects to commence construction before the applicable Construction Start Date and the County has not yet received bond proceeds for the Project sufficient to fund its obligation to reimburse the Developer as provided in Subsection (g), the County's obligation to make payments as specified in Subsection (g) is suspended until the County has received bond proceeds for the Project. When the County receives bond proceeds for the Project, the Developer must submit an invoice for and the County must pay all suspended payments to the maximum extent of such bond proceeds.

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other County projects. If the County terminates this Agreement pursuant to this Section 8(c), the County will have no obligation to pay any amount under this Agreement.

Section 2. Miscellaneous.

- 2.1 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.2 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.3 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
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- 2.5 Within 5 days after the Effective Date of this Amendment, the Developer will submit to the County a copy of the Developer's signed contract with its Project Engineer.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 120 Whisper Valley, Limited Partnership**  
a Delaware limited partnership

By: CD 120 GP, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Douglas H. Gilliland,  
Manager

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

**AMENDMENT NUMBER ONE TO  
BRAKER LANE (FM 973 TO TAYLOR LANE) ROAD PARTICIPATION AGREEMENT**

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WHEREAS, the Agreement establishes the nature and extent of improvements to be constructed, the cost obligations of the respective Parties for the Project, and further provides for the possible termination of the Agreement by the County if certain conditions are not met by the dates specified in the Agreement;

WHEREAS, the Developer has informed the County that it will be unable to meet some of the construction commencement and construction completion deadlines set forth in the Agreement because of the harsh economic environment the Developer is in and because of delays the Developer has experienced in obtaining entitlements for its development project from the City of Austin;

WHEREAS, the Parties desire to amend the Agreement to revise completion deadlines for the Project and to allow the Developer to post a reducing surety bond as fiscal security for the Project;

WHEREAS, the Parties desire to correct several scrivener's errors in the Agreement to accurately reflect the understanding of the agreement between the Parties;

WHEREAS, the County desires to obtain an executed copy of the Developer's contract with the Project Engineer; and

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**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**DEVELOPER:**

**Club Deal 120 Whisper Valley, Limited Partnership**  
a Delaware limited partnership

By: CD 120 GP, LLC,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Douglas H. Gilliland,  
Manager

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

# 10

Travis County Commissioners Court Agenda Request

Voting Session 10/26/10  
(Date)

Work Session \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Executive Manager

B. Requested Text: Consider and take appropriate action to authorize an expenditure of up to \$5715.00 to the U. S. Geologic Survey to prepare a report describing anthropogenic impacts on water quality in Southwestern Travis County.

C. Approved by: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to the following:

Jon White, TNR Director  
Tom Weber, Env. Quality Program Mgr  
Cynthia McDonald, TNR Financial Director

III. Required Authorizations: Please check if applicable:

Reduced funding for any department or for any purpose

Transfer of existing funds within or between any line item budget

Grant

Human Resources Department (854-9165)

A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Monday for the following week's meeting. Late or incomplete requests will be deferred.

**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

October 26, 2010

**MEMORANDUM**

**TO:** Members of the Commissioners Court

**FROM:** Joseph P. Gieselman, Executive Manager, TNR

**SUBJECT:** Water Quality Report by U. S. Geologic Survey

A handwritten signature in black ink, appearing to be "JPG", is written over the "FROM:" line.

**Proposed Motion:** Consider and take appropriate action to authorize an expenditure of up to \$5715.00 to the U. S. Geologic Survey to prepare a report describing anthropogenic impacts on water quality in Southwestern Travis County.

**Summary and Staff Recommendations:** The Environmental Quality Program of TNR requests approval of a one-time expenditure of up to \$5715.00 using existing funding. The U. S. Geologic Survey (USGS) and the Texas Commission on Environmental Quality (TCEQ) funded data collection of surface water and groundwater in the area of the Edwards Aquifer Recharge and Contributing Zones. The previous funding did not cover the cost of preparation of a technical report and fact sheet on the findings. In response, USGS and local jurisdictions including Lower Colorado River Authority, City of Austin, the Barton Springs/Edwards Aquifer Conservation District, Hays County, and Travis County are seeking to fund the cost of report preparation of \$30,000. The data collection has already been funded and completed; professional staff of USGS would prepare the report. The Travis County share would be up to \$5715, depending upon the final amounts other partner agencies obtain.

**Background:** The USGS/TCEQ project under which the data was collected is entitled "Wastewater indicator and pharmaceutical compounds and nitrogen-isotope analyses in the Barton Springs segment of the Edwards aquifer (2008-2010)". The study collected samples for analysis to characterize major ion and nutrient geochemistry in the Barton Springs segment of the Edwards Aquifer through a 17-month sampling period. It included routine event and storm sampling of five contributing zone surface water creeks, Barton Springs, and routine sampling of two groundwater wells. Additional monitoring included indicators of wastewater, pharmaceutical compounds, and nitrogen isotopes for a limited number of sampling events. During the study period, sampling occurred under low, medium, and high flow conditions.

Commissioners Court  
October 26, 2010  
Page 2 of 2

**Issues and Opportunities:** The report would be valuable to Travis County for several reasons:

- 1) The report would likely show why the Edwards Aquifer is vulnerable to pollution from effluent and septic tank discharges into streams that run over the contributing zone of the aquifer where they are currently allowed.
- 2) The report could provide a scientifically defensible rationale for possible legislative proposals to limit or restrict such discharges.
- 3) It could help demonstrate the need for continued stringency on storm water and pollution prevention regulations currently under development by TNR.
- 4) There is value in continuing our efforts to partner with other local jurisdictions and share costs, similar to when Travis County has asked for their support on work like developing a Colorado River Corridor Plan and environmental monitoring costs near proposal gravel mines.

**Fiscal Impact:** TNR is recommending funding this request within its existing budget. TNR will do a budget transfer from 001-4908-628-4007 Consulting to 001-4908-628-6099 Other Purchased Services to fund this request.

**Required Authorizations:**

Planning and Budget Office

**cc:** Jon A. White, NREQ Division Dir.  
Thomas Weber, Environmental Quality Program Mgr.  
PBO

11

# \_\_\_\_\_

Travis County Commissioners Court Agenda Request

Voting Session 10/26/10  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: : Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text: **Consider and take appropriate action on the following, in Precinct Two:**

- A. **First Amendment to the License Agreement between Travis County and the Cambridge Heights Owners Association, Inc. due to annexation by the City of Pflugerville; and**
- B. **the release of the Security Deposit back to the owners association.**

C. Approved by: \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct Two

II. A. Is backup material attached\*: Yes X No

\*Any backup material to be presented to the court must be submitted with this Agenda Request (original and 8 copies).

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No \_\_\_\_\_ Please list those contacted and their phone numbers:

AB Anna Bowlin - 854-9383

Chris Gilmore - 854-9415

Julie Joe - 854-9415

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_\_ Grant

Human Resources Department (473-9165)

\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

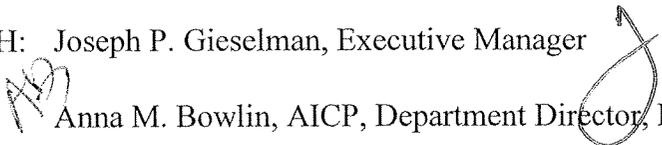
411 West 13th Street  
Executive Office Building, 11th Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

### MEMORANDUM

DATE: October 13, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Anna M. Bowlin, AICP, Department Director, Development Services

SUBJECT: A. Approve an Assignment and Amendment of Cambridge Heights Landscape License Agreement with Cambridge Heights Owners Association, Inc. to assign the Agreement to the City of Pflugerville because of annexation of the area.  
B. Approve the release of Security Deposits back to the homeowners association, plus interest, because the City of Pflugerville does not require security for such agreements.

#### **Summary and Staff Recommendation:**

Both the homeowners' association and the City of Pflugerville request that this First Amendment to this License Agreement be approved by the Commissioners Court. Due to annexation by the City of Pflugerville, Travis County no longer has jurisdiction over the streets covered by this Landscape License Agreement. TNR staff recommends approval of the proposed motion.

#### **Budgetary and Fiscal Impacts:**

With the Court's approval, the Security Deposit of \$8,000.00, plus interest, should be returned to the owners association, as the City of Pflugerville does not require deposits for this type of agreement.

#### **Issues and Opportunities:**

This is the second time that we have transferred a License Agreement to the City of Pflugerville, due to annexation. As more cities annex areas around their city, we should see more of these transfers of agreements.

Page 2

October 13, 2010

**Required Authorizations:**

The form of this Assignment and Amendment of the Cambridge Heights Landscape License Agreement is approved by Julie Joe, Assistant County Attorney.

Chris Gilmore, Assistant County Attorney.

**Exhibits:**

Assignment

License Agreement

Letter from Pflugerville

Location map

DV:AB:dv

1102 Cambridge Heights Ph A Sec 1-A

1102 Cambridge Heights Ph C Sec 1

**ASSIGNMENT AND AMENDMENT OF  
CAMBRIDGE HEIGHTS LANDSCAPE LICENSE AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS           §

This Assignment and Amendment of Cambridge Heights Landscape License Agreement ("Assignment and Amendment") is made and entered into by and among Travis County, Texas (the "COUNTY"), the City of Pflugerville, Texas (the "CITY"), and Cambridge Heights Owners Association, Inc., a Texas non-profit corporation (the "ASSOCIATION") (collectively, the "Parties").

**RECITALS**

1. The COUNTY and the ASSOCIATION entered into a Landscape License Agreement effective February 12, 2002.
2. The Landscape License Agreement (the "License Agreement") was recorded on March 13, 2002 as Document No. 2002047917 in the Official Public Records of Travis County, Texas (the "License Agreement").
3. Under the License Agreement the COUNTY granted the ASSOCIATION a license to use those portions of the rights of way of roads dedicated to the public and located in Cambridge Heights Phase A Section 1-A and Phase C Section 1, two subdivisions located in Travis County, being more particularly described in those certain plats recorded at Vol. 103 Pg. 44 and Vol. 103 Pg. 98, respectively, in the Plat Records of Travis County and defined in the License Agreement as the "Licensed Property."
4. Under the License Agreement, the COUNTY granted the ASSOCIATION permission to install and maintain certain landscaping and improvements (defined in the License Agreement as the "Improvements") in the Licensed Property.
5. The Licensed Property has been annexed for full purposes by the City of Pflugerville, Texas, and the COUNTY no longer has jurisdiction over the Licensed Property.
6. The COUNTY has agreed to assign its rights under the License Agreement to the CITY, the CITY has agreed to assume all of the obligations of the COUNTY under the License Agreement, and the ASSOCIATION has consented to the assignment and assumption.

In consideration of the mutual covenants set forth in this Assignment and Amendment, the Parties agree as follows:

ASSOCIATION:  
CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC.  
c/o Goodwin Management, Inc.  
11149 Research Blvd. #100  
Austin, TX 78759-5227

CITY:  
CITY OF PFLUGERVILLE, TEXAS  
c/o Trey Fletcher, Managing Director of Operations  
P. O. Box 589  
Pflugerville, TX 78691-0589

Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of this paragraph.

- G. Section XVI of the License Agreement is deleted in its entirety and replaced with the following:

XVI. Annexation by the City.

A. If the total area within the Licensed Property is annexed for full purposes by the City of Pflugerville (the "CITY"), then all references in this Agreement to "the COUNTY" will be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works and Transportation"; all references to "the Commissioners Court" shall be construed to mean "the City Council". Any other references to County employees shall be construed to mean the analogous CITY employees or officer.

- H. Effect of Amendment. Except as specifically amended by the provisions set forth in this Assignment and Amendment, the terms and provisions stated in the License Agreement will continue to govern the rights and obligations of the parties under the License Agreement, and all provisions and covenants of the License Agreement, as amended, will remain in full force and effect. The terms of and provisions of the License Agreement, as amended by this instrument, are ratified and confirmed, and this Assignment and Amendment and the License Agreement are to be construed as one instrument. In that regard, this Assignment and Amendment and the License Agreement, including all exhibits to these documents, constitute the entire agreement between the Parties relative to the subject matter set forth in the License Agreement and supersede all prior and contemporaneous agreements and understandings of the Parties in connection with the Licensed Property. In the event of any inconsistency, the terms and provisions of this Assignment and Amendment will control over and modify the terms and provisions of the License Agreement.

- A. Assignment. The COUNTY assigns, transfers, and conveys to the CITY all of its rights, title, and interest in and to the License Agreement.
- B. Assumption of License Agreement. The CITY assumes and agrees to perform all of the covenants, agreements, and obligations of the COUNTY under the License Agreement which are applicable to the period of time from and after the effective date of this instrument, but not otherwise.
- C. Consent and Release. The ASSOCIATION consents to the assignment and assumption of the Landscape Agreement which are set forth in Paragraphs 1 and 2 of this instrument; and (b) releases the COUNTY from all of the covenants, agreements, and obligations of the COUNTY under the License Agreement.
- D. Indemnification. To the extent permitted by Texas law, the ASSOCIATION agrees to and must indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance, or use of the Licensed Property. This indemnification provision, however, does not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY has been compensated by insurance provided under Paragraph IV of the License Agreement, (ii) arising solely from the negligent or willful acts of the COUNTY. For the purposes of this indemnification provision, the COUNTY's act of entering into this Assignment and Assumption Agreement and the COUNTY's previous act of entering into the License Agreement are not to be considered "negligent or willful."
- E. Return of Security Deposit and Deletion of Security Deposit Requirement. The CITY does not require a security deposit. Therefore, within 30 days after the Effective Date of this Assignment and Amendment, the COUNTY will return to the ASSOCIATION the security deposit, plus interest, provided by the ASSOCIATION. Furthermore, the Parties agree to amend the License Agreement by deleting Section VI.E.
- F. Section XV of the License Agreement is deleted in its entirety and replaced with the following:

XV. Notice

Any notice to be given under this Agreement by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

- I. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of the Parties be contained in any one counterpart. Additionally, the Parties covenant and agree that, for purposes of facilitating the execution of this instrument: (1) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (2) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same agreement.
  
- J. A written memorandum of this Assignment and Amendment to the License Agreement will be filed in the Official Public Records of Travis County, Texas.

EXECUTED by the COUNTY, the CITY, and the Association as evidenced by the counterpart signature pages attached hereto, each to be effective as of the later date signed.

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO  
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT  
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),  
THE CITY OF PFLUGERVILLE (THE "CITY"), AND  
CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC. (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

ASSOCIATION:

CAMBRIDGE HEIGHTS OWNERS  
ASSOCIATION, INC., a Texas non-profit  
corporation

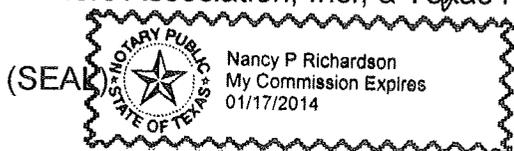
By: Frank Conaway  
Printed Name: FRANK S CONAWAY  
Title: PRESIDENT CHOA

Date: 23 SEPT 2010

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 23<sup>rd</sup> day of September,  
2010 by Frank Conaway, President of Cambridge Heights  
Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Nancy P Richardson  
Notary Public Signature

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO  
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT  
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),  
THE CITY OF PFLUGERVILLE (THE "CITY"), AND  
CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC. (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

CITY: THE CITY OF PFLUGERVILLE, TEXAS, a political subdivision of the State of Texas

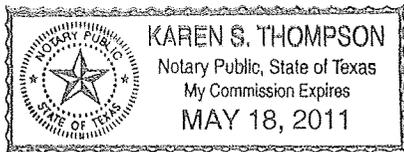
By: [Signature]  
Printed Name: Jeff Coleman  
Title: Mayor  
Date: September 28, 2010

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 28<sup>th</sup> day of September, 2010 by Jeff Coleman, Mayor of the City of Pflugerville on behalf of the City of Pflugerville.

(SEAL)

[Signature]  
Notary Public Signature



**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO  
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT  
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),  
THE CITY OF PFLUGERVILLE (THE "CITY"), AND  
CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC. (THE "ASSOCIATION")**

Executed by the undersigned on the date set forth below.

COUNTY: TRAVIS COUNTY, TEXAS, a political  
subdivision of the State of Texas

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2010 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political  
subdivision of the State of Texas, on behalf of Travis County.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

LANDSCAPE LICENSE AGREEMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This Agreement is made and entered into by and between Travis County, Texas (the "COUNTY") and the CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC. (the "ASSOCIATION") hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of the roads in CAMBRIDGE HEIGHTS Section A-1/A, a subdivision located in Travis County, being more particularly described in that certain plat recorded in Plat Book 103, Pages 44-47, of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the COUNTY has accepted the dedication of the roads in CAMBRIDGE HEIGHTS Section C-1, a subdivision located in Travis County, being more particularly described in that certain plat recorded in Plat Book 103, Pages 98-101, of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the ASSOCIATION plans to install, pay expenses, and maintain certain landscaping and improvements in portions of the right-of-way of 308 Grand Avenue Parkway and 1500 Round Rock Road in the Subdivision; and  
*PECOS RIVER TRAIL* *CAMBRIDGE HEIGHTS DRIVE*

WHEREAS, the landscaping and improvements include, but are not limited to, an irrigation system, lighting, trees and shrubs (the "Improvements") within portions of the right-of-way of the Subdivision roads, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the ASSOCIATION agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the ASSOCIATION permission to use the Licensed Property to construct, maintain and repair the Improvements existing in the Licensed Property as of the date of this Agreement.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02

Dana DeBeauvoir, County Clerk

By Deputy:

*M. Velasquez*  
M. Velasquez



II. Consideration

The COUNTY and the ASSOCIATION each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The beautification to be afforded to the community by the Improvements; and
2. The agreement by the ASSOCIATION to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the ASSOCIATION'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the County to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the ASSOCIATION with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE ASSOCIATION, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The ASSOCIATION shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence and ONE MILLION DOLLARS (\$1,000,000) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk

By Deputy: *M. Velasquez*  
M. Velasquez

as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the ASSOCIATION, its officers, employees, agents or contractors, relative to this Agreement. The ASSOCIATION shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation and Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

B. The ASSOCIATION shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be cancelled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the ASSOCIATION agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the ASSOCIATION'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The ASSOCIATION agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. ASSOCIATION'S Responsibilities. The ASSOCIATION will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the ASSOCIATION shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the ASSOCIATION.

C. Maintenance. The ASSOCIATION shall maintain the Licensed Property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by the ASSOCIATION at its expense.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk

By Deputy:

*M. Velasquez*

M. Velasquez

D. Removal or Modification. The ASSOCIATION agrees that removal or modification of any improvements now existing or to be later replaced shall be at the ASSOCIATION's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the ASSOCIATION or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Security Deposit. The ASSOCIATION shall provide the COUNTY with cash in a cashier's check in the amount of \$3,200 for Cambridge Heights Phase A Section 1-A and \$4,800 for Cambridge Heights Phase C Section 1. Cash provided to the COUNTY will be deposited with the County Treasurer and interest on the amount will be paid to the ASSOCIATION on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that the ASSOCIATION has not fulfilled its obligations under this Agreement and that the COUNTY has incurred or will incur expenses with regard to the Improvements located on, upon or in the Licensed Property.

F. Default. In the event that the ASSOCIATION fails to maintain the Licensed Property, then the COUNTY shall give the ASSOCIATION written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The ASSOCIATION shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the ASSOCIATION does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the ASSOCIATION agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the ASSOCIATION abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the ASSOCIATION, if such abandonment has not been remedied by the ASSOCIATION within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the ASSOCIATION, its successors and assigns hereunder. All installations of the ASSOCIATION not removed shall be deemed property of the COUNTY as of the time abandoned.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk

By Deputy:

*M. Velazquez*

VIII. Termination

A. Termination by the ASSOCIATION. This Agreement may be terminated by the ASSOCIATION by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the ASSOCIATION so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the ASSOCIATION. Subject to prior written notification to the ASSOCIATION or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the ASSOCIATION, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The ASSOCIATION fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the ASSOCIATION abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the ASSOCIATION, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from ASSOCIATION the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the ASSOCIATION to effect the relocation of the ASSOCIATION'S affected installations at the ASSOCIATION'S sole expense. The ASSOCIATION shall be entitled to retain all monies paid by the condemning authority for its installations taken, in any.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk

By Deputy:

M. Valacquez

M. Valacquez

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The ASSOCIATION shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the ASSOCIATION, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the ASSOCIATION'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

ASSOCIATION:

CAMBRIDGE HEIGHTS OWNERS ASSOCIATION, INC.  
c/o Liddiard Management

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk  
By Deputy:  
*M. Velasquez*  
M. Velasquez

COUNTY:

Honorable Samuel T. Biscoe (or successor)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Joseph Gieselman, Executive Manager (or successor)  
Travis County Transportation and Natural Resources Dept.  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Honorable Ken Oden (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 83. \_\_\_\_\_

XVI. Annexation by the City

- A. If the total area within the Licensed Property is annexed for full purposes by the City of Austin or other incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to "the Executive Manager of the COUNTY Transportation and Natural Resources Department" shall be construed to mean "the Director of the CITY Department of Public Works and Transportation"; all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk

By Deputy:

*M. Velasquez*  
M. Velasquez

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe  
Samuel T. Biscoe, County Judge

Date: 2-12-02

TERMS AND CONDITIONS ACCEPTED, this the 3<sup>rd</sup> day of December, ~~2000~~ 2001

THE ASSOCIATION:

Cambridge Heights Owners Association, Inc.

By: Katherine L. Forbes

Name: Katherine L. Forbes

TITLE: Vice President  
Authorized Representative

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office.

Witness my hand and seal of office on 03-05-02



Dana DeBeauvoir, County Clerk

By Deputy:

M. Velasquez  
M. Velasquez

THE STATE OF TEXAS

COUNTY OF TRAVIS

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This instrument was acknowledged before me on this the 12<sup>th</sup> day of February 2000, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.



Brenda Sue Pennie  
Notary Public in and for the State of Texas

Brenda Sue Pennie  
Printed/Typed Name

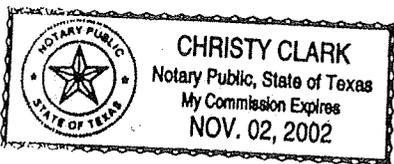
March 23 2005  
My commission expires

THE STATE OF TEXAS

COUNTY OF TRAVIS

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§  
§

This instrument was acknowledged before me on this the 2<sup>nd</sup> day of December 2000, by VIC President of the Campfire Heights Owners a Texas Corporation, on behalf of said corporation. Association, Non Profit



Christy Clark  
Notary Public in and for the State of Texas

Christy Clark  
Printed/Typed Name

11/2/02  
My commission expires

ADDRESS OF ASSOCIATION:

Clc Liddiero Management Company  
12335 Hymeadow Drive #300  
Austin Texas 78750

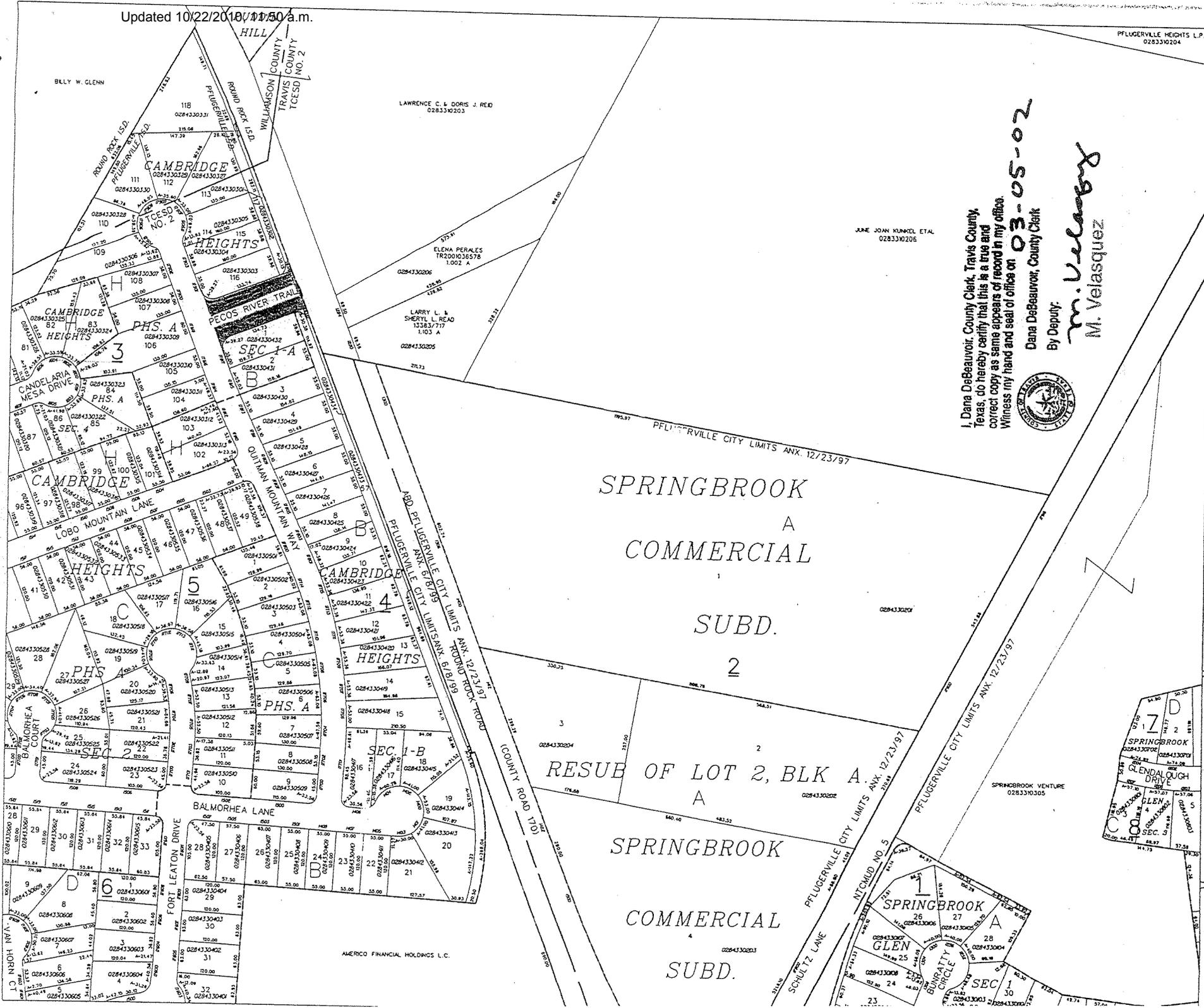
I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



03-05-02  
Dana DeBeauvoir, County Clerk

By Deputy:

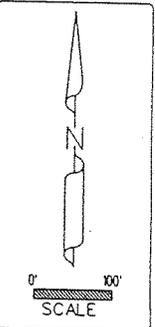
M. Velasquez  
M. Velasquez



REVISIONS  
07/06/2001 HRC

JURISDICTIONS  
PFLUGERVILLE ISD  
CITY OF PFLUGERVILLE  
TCESD NO. 2  
TRAVIS COUNTY  
ROUND ROCK I.S.D.  
WILLAMSON COUNTY

TRAVIS CENTRAL APPRAISAL DISTRICT  
8314 Cross Park Drive  
Austin, TX 78754  
Internet Address WWW.TRAVISCAD.ORG  
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9136  
Fax Number (512)836-3328



MAP NO.  
2 8433  
2 8430 | 2 8636  
2 8230 | 2 8233 | 2 8236  
1" = 400' MAP PREFERENCE

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 03-05-02



Dana DeBeauvoir, County Clerk  
By Deputy

*M. Velasquez*  
M. Velasquez

SPRINGBROOK  
A  
COMMERCIAL  
SUBD.  
2

RESUB OF LOT 2, BLK A

SPRINGBROOK  
COMMERCIAL  
SUBD.  
4

JANE JOHN KUNDEL ETAL  
028330206

LAWRENCE C. & DORIS J. REID  
028330203

ELENA PERALES  
TR2000136578  
1.002 A

LARRY L. &  
SHERYL L. REAO  
13383/717  
1.003 A

0284330209

0284330204

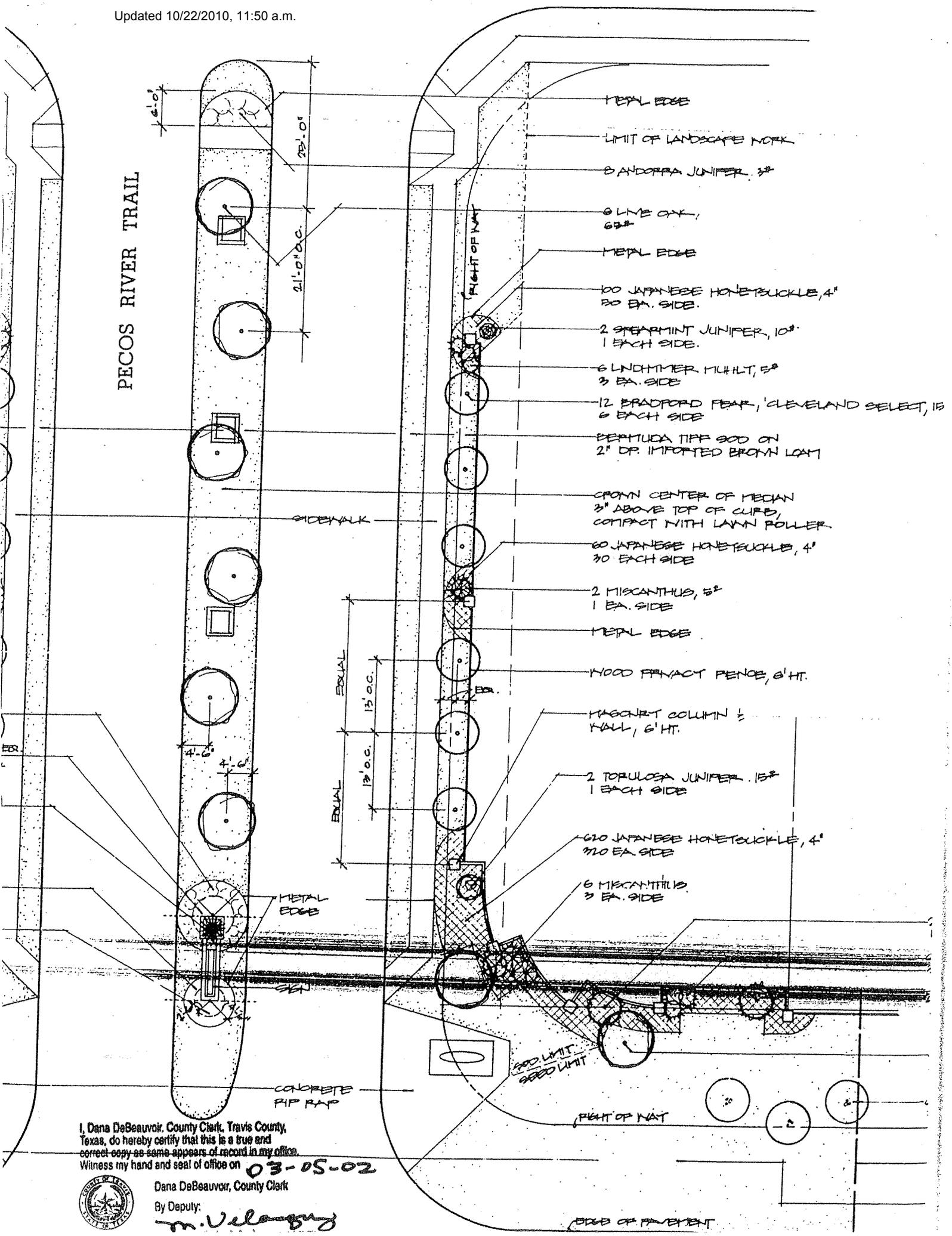
0284330202

0284330201

SPRINGBROOK VENTURE  
028330305

AMERCO FINANCIAL HOLDINGS L.C.

PECOS RIVER TRAIL



- METAL EDGE
- LIMIT OF LANDSCAPE WORK
- 8 ANDORRA JUNIPER, 3"
- 6 LIVE OAK, 6"
- METAL EDGE
- 100 JAPANESE HONEYUCKLE, 4" 50 EA. SIDE.
- 2 SPEARMINT JUNIPER, 10" 1 EACH SIDE.
- 6 LITCHNER MULLET, 5" 3 EA. SIDE
- 12 BRADFORD PEAR, 'CLEVELAND SELECT, 15" 6 EACH SIDE
- BERMUDA TUFF SOD ON 2" DR. IMPORTED BROWN LOAM

- CROWN CENTER OF MEDIAN 3" ABOVE TOP OF CURB, CONTACT WITH LAWN ROLLER.
- 60 JAPANESE HONEYUCKLE, 4" 30 EACH SIDE
- 2 MISCANTHUS, 5" 1 EA. SIDE
- METAL EDGE
- WOOD PRIVACY FENCE, 6' HT.

- WROUGHT COLUMN & WALL, 6' HT.
- 2 TOPULOSA JUNIPER, 15" 1 EACH SIDE
- 620 JAPANESE HONEYUCKLE, 4" 310 EA. SIDE
- 6 MISCANTHUS, 3 EA. SIDE

METAL EDGE

CONCRETE RIP RAP

300 MPH SPEED LIMIT

RIGHT OF WAY

EDGE OF PAVEMENT

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on

03-05-02



Dana DeBeauvoir, County Clerk  
By Deputy:  
*m. Velazquez*

1" FERCO 805 T DRIPLE CHECK/GATE IN METER VAULT

1/2" ELECTRIC VALVE, - MASTER VALVE

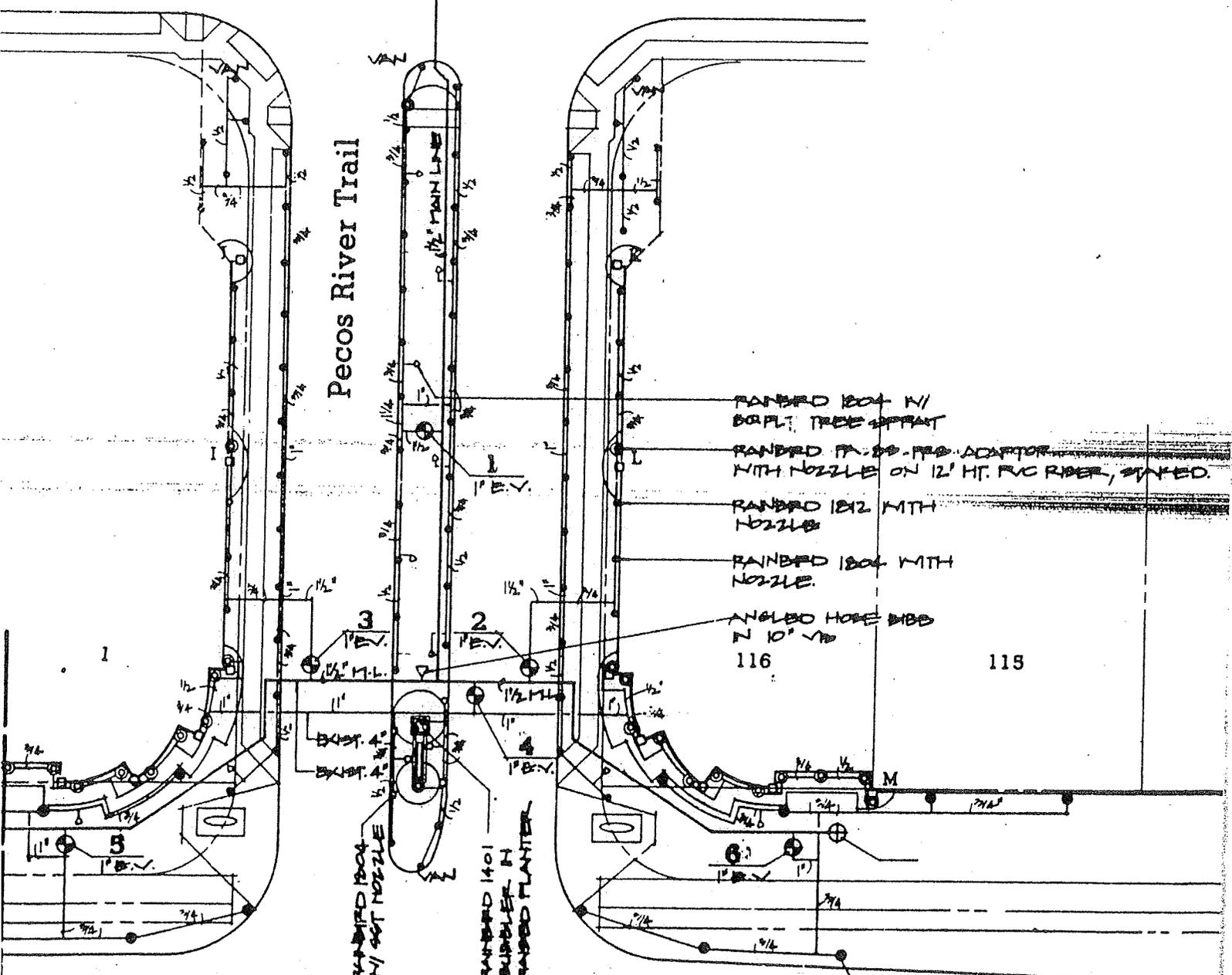
1/2" M.L.

EXISTING 2" SERVICE

EXIST. 4" CONDUIT, TYPICAL

# Quitman Mountain Way

## Pecos River Trail



RANBRO 1804 W/ DRIPLE TREE SPRAY

RANBRO 17.00-17.00 ADAPTOR WITH NOZZLE ON 12' HT. PVC RISER, STAGED

RANBRO 1812 WITH NOZZLE

RANBRO 1804 WITH NOZZLE

ANGLED HOSE END N 10" VIB

116

115

RANBRO 1804 W/ SOFT NOZZLE

RANBRO 1401 BUBBLER BY RANBRO PLANTER

HUNTER PBT1

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 03-05-02



Dana DeBeauvoir, County Clerk  
By Deputy:  
*M. Velasquez*  
M. Velasquez



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 03-05-02

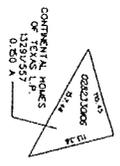


Dana DeBeauvoir, County Clerk

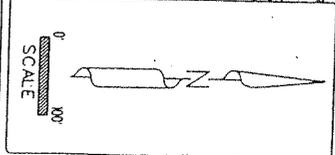
By Deputy:

*M. Velasquez*  
M. Velasquez

AMERCO FINANCIAL, INDIANOS, L.C.  
20400 A  
032220005



MAP NO.  
2 8233  
2 8230 | 8231 | 8235  
2 8232 | 8233 | 8235  
2 8200 | 8201 | 8205  
1" = 400' MAP



TRAVIS CENTRAL APPRAISAL DISTRICT  
8314 Cross Park Drive P.O. Box 149012  
Austin, Tx 78754 Austin, Tx 78714  
Internet Address WWW.TRAVISCAD.ORG  
Main Telephone Number (512)834-9317 Appraisal Information (512)834-9138  
Fax Number (512)835-5371 TDD (512)836-3328

ASSOCIATIONS  
PFLUGERVILLE I.S.D.  
ICE 50 NO. 2  
CITY OF PFLUGERVILLE  
TRAVIS COUNTY  
REVISIONS  
03/07/2001 HFC

ALL INFORMATION County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 03-05-02.



Dana DeBeauvoir, County Clerk  
By Deputy

M. Velasquez  
M. Velasquez

5

# Cambridge Heights Drive

MAIN LINES & VALVES ARE SHOWN SCHEMATICALLY

RAINBIRD 1804 WITH NOZZLE AS NOTED

RAINBIRD 1804 W/ 80.0 FLT, TREE SPRAY  
ANGLED HOSE BIBB IN 10" V.B.

RAINBIRD 1812 W/ NOZZLE

RAINBIRD PA-89-FRS ADAPTOR W/ NOZZLE ON 12" HT. PVC RISER, STAKED

ALL POP-UP SPRAYS TO BE EQUIPPED W/ FRS-SCAN

RAINBIRD PEA ELECTRIC VALVE IN 10" V.B. LOCATE IN TURF AREAS, ONLY.

RAINBIRD EST NOZZLE, ON RISER, AS NOTED  
RAINBIRD 1812 EST NOZZLE

RAINBIRD STREAM SPRAY SH-B ON 4" PVC RISER POSITION IN OPPOSITE CORNERS

RAISED PLANTER BOX, SLEEVE IS PROVIDED.

PLANT BED, REFER TO LANDSCAPE PLAN.

SIDEWALK

RAINBIRD ESP 16 LX MOUNT CONTROLLER BETWEEN COLUMN & WOOD FENCE ONTO MASONRY WALL BEFORE PULLING WIRES VERIFY WHICH SIDE ENTRY ELECTRIC BOX IS PROVIDED.

WOOD FENCE

MASONRY WALL

COLUMN

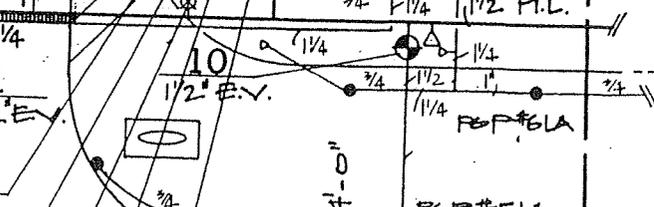
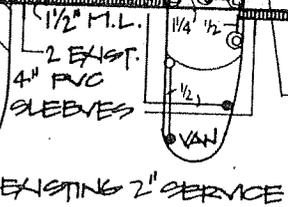
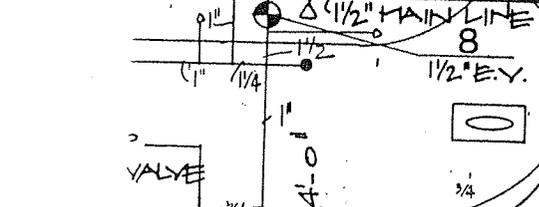
34

35

36

CONTROLLER MOUNT

COLUMN



VALVE

1 1/2" MAIN LINE

1/2" E.V.

1 1/2" M.L.

2 EXIST. 4" PVC SLEEVES

1/2" E.V.

1 1/2" MAIN LINE

1/2" E.V.

1 1/2" M.L.

1/2" E.V.

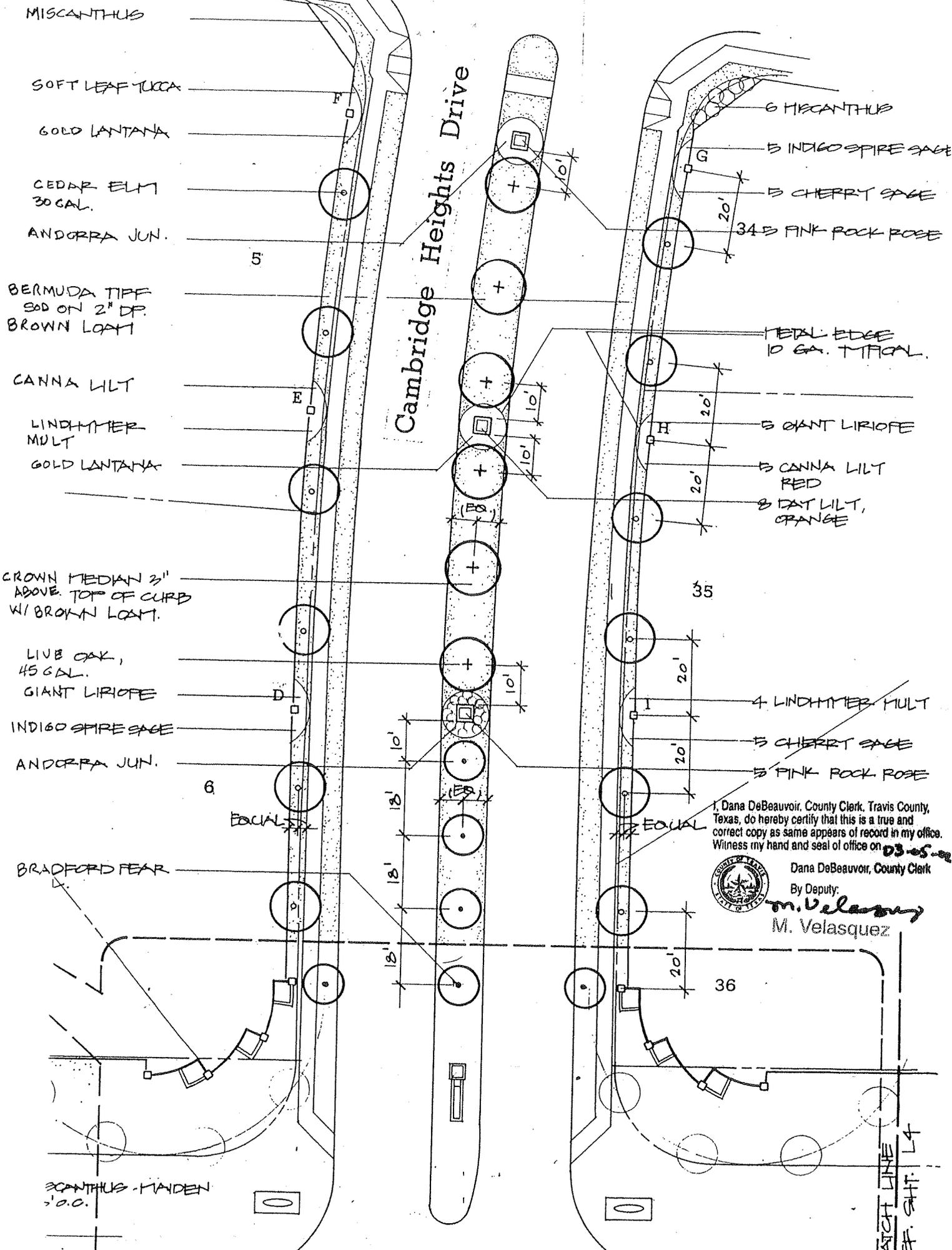
4'-0"

1/4"

1/4"

1/4"

1/4"



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on 03-05-2010

Dana DeBeauvoir, County Clerk

By Deputy: *M. Velasquez*

M. Velasquez



ATCH LINE  
# SHT. L4



CODE 1102

RECEIVED   
SEP 02 2010   
TNR

August 31, 2010

Travis County TNR  
Attn: Darla Vasterling  
P. O. Box 1748  
Austin, TX 78767

Dear Ms. Vasterling,

The purpose of this correspondence is to authorize deposits being held by Travis County for license agreements (Cambridge Heights and Springbrook Meadows) being transferred to the City of Pflugerville be returned to the respective HOA upon the effectiveness of the transfer. The City does not require deposits for similar agreements with the City of Pflugerville.

Should you require any additional information or have any questions, please let me know.

Sincerely,

Trey Fletcher, AICP  
Managing Director of Operations

Williamson

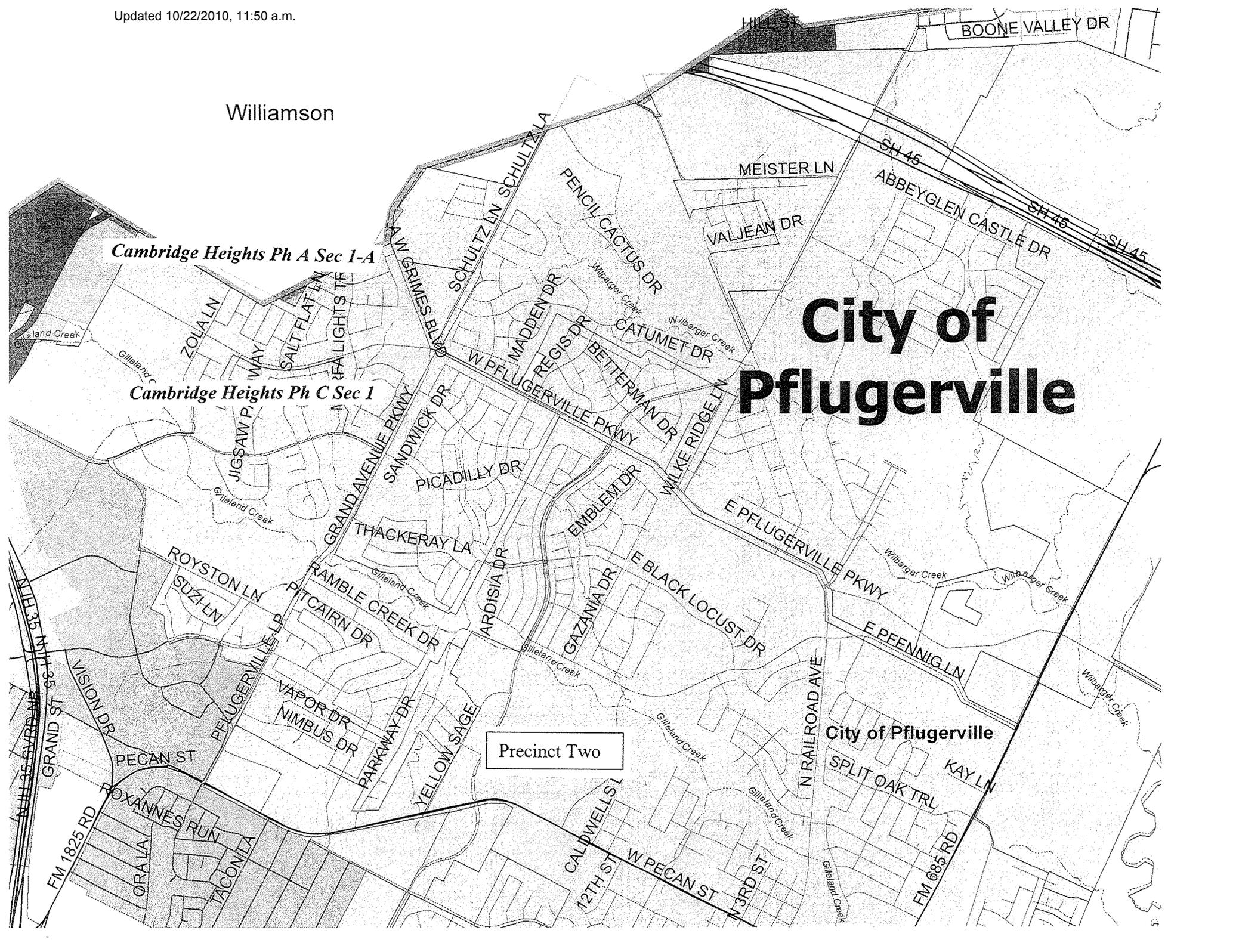
*Cambridge Heights Ph A Sec 1-A*

*Cambridge Heights Ph C Sec 1*

# City of Pflugerville

Precinct Two

City of Pflugerville



12

# \_\_\_\_\_

Travis County Commissioners Court Agenda Request

Voting Session 10/26/2010  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselman Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:  
A. **Consider and take appropriate action on a Preliminary Plan in Precinct One: Wolf Tract Preliminary Plan (734 Lots on 207.10 acres).**

B. **Consider and take appropriate action on a Phasing Agreement**

C. Approved by:

\_\_\_\_\_  
Commissioner Ron Davis, Precinct One

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to them:

Sarah C. Sumner: 854-7687 \_\_\_\_\_ Dennis Wilson: 854-4217  
Anna Bowlin: 854-7561 \_\_\_\_\_

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_\_ Grant

Human Resources Department (854-9165)

\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

\_\_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

21



**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383

**MEMORANDUM**

October 5, 2010

TO: Members of the Commissioners Court  
THROUGH: Joseph P. Gieselman, Executive Manager  
FROM: *Anna* Anna Bowlin, Division Director, Development Services  
SUBJECT: Wolf Subdivision Preliminary Plan, Precinct One

**PROPOSED MOTION:**

- A. Consider and take appropriate action on a Preliminary Plan in Precinct One: Wolf Tract Preliminary Plan (734 Lots on 207.10 acres).**
- B. Consider and take appropriate action on a Phasing Agreement**

**SUMMARY AND STAFF RECOMMENDATION:**

This subdivision consists of 734 lots (719 standard, single family residential, 6 Critical Environmental Feature (CEF), 6 drainage/greenbelt, 3 park/open space) on 207.10 acres and 34,827 linear feet of public streets. No fiscal is required with a preliminary plan. This subdivision is located off of Blake Manor Road in the City of Austin 2 and 5 mile Extra Territorial Jurisdiction. Water is to be provided by Manville Water Supply and wastewater by the City of Austin with an approved service extension request.

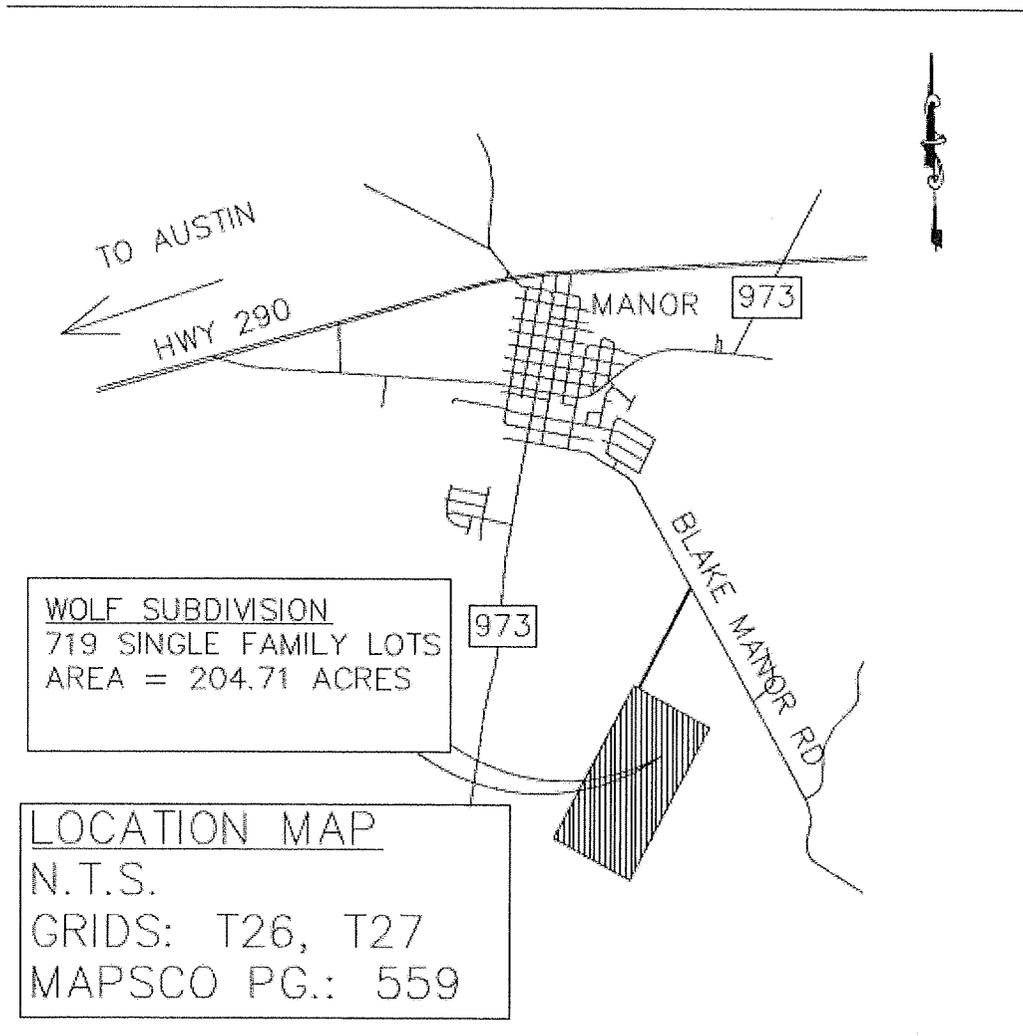
The phasing agreement provides for orderly development using the existing connection to Blake Manor Road or as the adjacent property develops, the Wolf subdivision may proceed with final plats with a connection out to FM 973. They have also committed to continue working on the Regional Phasing Agreement for the area.

As this preliminary plan meets all Travis County standards and has been approved by the City of Austin, TNR staff recommends approval of the plan.

**ISSUES:**

This project is surrounded on 3 sides by the Eastwood Preliminary Plan which was approved March 30, 2010. The phasing agreement ensures that the Wolf Subdivision will develop internally in conjunction with the Eastwood Subdivision and its completion of connecting roadways and also promises to continue to work with local agencies on a Regional Phasing Agreement to plan for orderly growth in the area.

# Wolf Tract Subdivision Location Map



**Wolf Subdivision**

**PHASING AGREEMENT**

STATE OF TEXAS       §

COUNTY OF TRAVIS     §

THIS AGREEMENT is made and entered into by and between Edward M. Wolf, (the "Owner"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Owner is in the process of subdividing that certain approximately 204 acres of land described in Exhibit "A", which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owner desires that the Property be developed in phases; and

WHEREAS, the Owner has currently submitted a Preliminary Plan for the Property described as "Wolf Tract Preliminary Plan" for County approval; and

WHEREAS, it is contemplated that the Owner will subsequently submit Final Plats for portions of the Property for County approval in accordance with the approved Wolf Tract Preliminary Plan, Case/File No. C8J-2009-0078 (the "Preliminary Plan"); and

WHEREAS, the final platting and development of all of the Property is dependent on, among other things, the development, dedication and County or City of Austin acceptance, as appropriate, of Driveway D (Los Caballos Avenue) and Driveway A (i) as illustrated in Exhibit "B" which is attached hereto and made a part hereof for all purposes and (ii) which is further described in that certain Traffic Impact Analysis for the Wolf Subdivision dated April 23, 2010 prepared by Pate Engineers, a copy of which is on file with the County in Case File No. C8J-2009-0078; and

WHEREAS, 100 of the proposed 730 single family lots proposed for the Wolf Subdivision could be finally platted and developed if either said Driveway D (Los Caballos Avenue) or said Driveway A were developed, dedicated and accepted for maintenance by the County or City of Austin, as appropriate, and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied; and

WHEREAS, the Owner and the County desire to provide for the orderly development of the Property, including:

a) the improvement of residential/collector street(s) (the Street(s)), which will provide interior access to and through the Property; and

b) the improvement of the portion of Blake Manor Road, a County road, (the "Road"), which is adjacent to the Property; and

WHEREAS, the development of the Property will necessitate the construction of the Street(s) and/or impact the Road; and

WHEREAS, the Parties desire to establish a process to coordinate the improvement of the Street(s) and the Road with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1) In the phased development of the Property:

a) the Owner shall not obtain a final plat for any portion of the Property until the construction plans for either (i) Driveway D (Los Caballos Avenue) or (ii) Driveway A have been approved by the County and the fiscal security for the construction thereof has been posted and accepted by the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied.

b) the Owner shall not obtain a final plat for more than 100 single family residential lots on the Property until the construction plans for both Driveway D (Los Caballos Avenue) and Driveway A have been approved by the County and the fiscal security for the construction thereof has been posted and accepted by the County and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied .

c) the Owner shall, if requested by the County, upon the execution of this Agreement, dedicate or cause to be dedicated by plat or separate instrument the additional right-of-way and any required slope or drainage easements necessary for the upgrade of the Road, as shown on Exhibit "C".

d) the Owner shall as each subsequent Phase of the subdivision of the Property is submitted to the Commissioners Court for approval, post, under a County-approved form the construction security for the cost of the improvements to the Street(s) within the Phase being final platted and any additional portion of the Street(s) necessary to provide access to such Phase.

e) the Owner shall participate in a regional phasing agreement that will allow for a joint effort, with other developments within the area of the Property, to provide traffic mitigation measures for roadways and intersections impacted by the development of the Wolf Subdivision and the other developments within the area of the Property.

2) In the phased development of the Property, the County will, subject to the performance by the Owner of its obligations under this Agreement and the Travis County Standards for Construction of Streets and Drainage in Subdivisions, approve the subsequent Final Plats of the Property.

3) Notwithstanding anything in this Agreement to the contrary, if the County initiates a project to improve any portion or all of the Street(s) and/or Road, including that portion of the Road which is adjacent to the Property, the Owner will:

a) have the obligation to pay for the improvement of the Street(s) within the Property; and/or

b) continue to have the obligation to post construction security pursuant to this Agreement.

If such fiscal is received after the County has begun or has completed the contemplated improvements, the fiscal will be in the form of cash and be used to reimburse the County for the actual costs of constructing the Street(s) and/or Road improvements, including that portion of the Road which is adjacent to the Property.

4) The right-of-way and any slope or drainage easement dedications, which must be dedicated under this Agreement, shall be in an approved County form and must be free from any encumbrances, conditions, restrictions, rights, or interests, which may, in the reasonable opinion of the County Attorney's Office, adversely affect the County's ability to use the right-of-way or easements for their intended purpose.

5) If the Owner submits a Final Plat(s) for a portion of a Phase of the Property or if the Preliminary Plan for the Property is revised and approved, the County and the Owner will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the Street(s) and/or Road.

6) The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Owner from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Owner under the terms of this Agreement.

7) Miscellaneous.

a) Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.

c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.

d) Assignment by the Owner. The rights, duties, and responsibilities of the Owner may be assigned only with the consent of the County, which will not be unreasonably withheld or unduly delayed.

e) Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

OWNER: Edward M. Wolf  
2868 CR 267  
Cameron, Texas 76520

Copy to: Jerry L. Harris  
Brown McCarroll, LLP  
111 Congress Ave., Suite 1400  
Austin, Texas 78701

Travis County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

Copy to: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

The Parties may from time-to-time change their respective addresses by written notice to the other party.

g) Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

h) Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

i) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

EXECUTED to be effective as of the later date set forth below.

*Edward M. Wolf*  
Edward M. Wolf  
Date: 9/30/10

TRAVIS COUNTY, TEXAS

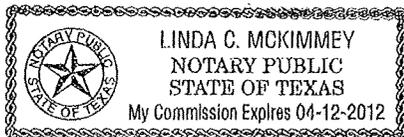
By: \_\_\_\_\_  
Sam Biscoe, County Judge

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

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of  
Sept. 30, 2010, by Edward M. Wolf.



*Linda C. McKimney*  
Notary Public, State of Texas  
My Commission Expires:  
Linda C. McKimney  
(Printed Name of Notary)

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of \_\_\_\_\_, 2010, by Sam Biscoe of Travis County, Texas, in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary)

After Recording Return To:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## Wolf Subdivision

### PHASING AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and between Edward M. Wolf, (the "Owner"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties", for the purposes and consideration stated herein.

WHEREAS, the Owner is in the process of subdividing that certain approximately 204 acres of land described in Exhibit "A", which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owner desires that the Property be developed in phases; and

WHEREAS, the Owner has currently submitted a Preliminary Plan for the Property described as "Wolf Tract Preliminary Plan" for County approval; and

WHEREAS, it is contemplated that the Owner will subsequently submit Final Plats for portions of the Property for County approval in accordance with the approved Wolf Tract Preliminary Plan, Case/File No. C8J-2009-0078 (the "Preliminary Plan"); and

WHEREAS, the final platting and development of all of the Property is dependent on, among other things, the development, dedication and County or City of Austin acceptance, as appropriate, of Driveway D (Los Caballos Avenue) and Driveway A (i) as illustrated in Exhibit "B" which is attached hereto and made a part hereof for all purposes and (ii) which is further described in that certain Traffic Impact Analysis for the Wolf Subdivision dated April 23, 2010 prepared by Pate Engineers, a copy of which is on file with the County in Case File No. C8J-2009-0078; and

WHEREAS, 100 of the proposed 730 single family lots proposed for the Wolf Subdivision could be finally platted and developed if either said Driveway D (Los Caballos Avenue) or said Driveway A were developed, dedicated and accepted for maintenance by the County or City of Austin, as appropriate, and all other final platting requirements of the County and the City of Austin, as appropriate, are satisfied; and

WHEREAS, the Owner and the County desire to provide for the orderly development of the Property, including:

a) the improvement of residential/collector street(s) (the Street(s)), which will provide interior access to and through the Property; and

b) the improvement of the portion of Blake Manor Road, a County road, (the "Road"), which is adjacent to the Property; and

WHEREAS, the development of the Property will necessitate the construction of the Street(s) and/or impact the Road; and

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c) the Owner shall, if requested by the County, upon the execution of this Agreement, dedicate or cause to be dedicated by plat or separate instrument the additional right-of-way and any required slope or drainage easements necessary for the upgrade of the Road, as shown on Exhibit "C".

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5) If the Owner submits a Final Plat(s) for a portion of a Phase of the Property or if the Preliminary Plan for the Property is revised and approved, the County and the Owner will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvement of the Street(s) and/or Road.

6) The County and its officers, employees, and successors and assigns will not be liable or responsible for and shall be held harmless by the Owner from any claims, losses, damages, causes of action, suits and liability of any kind for personal injury or death or property damage arising out of or in connection with any actions by or negligence of the Owner under the terms of this Agreement.

7) Miscellaneous.

a) Beneficiaries. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

b) Restrictive Covenant. This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.

c) Amendment to Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS COURT.

d) Assignment by the Owner. The rights, duties, and responsibilities of the Owner may be assigned only with the consent of the County, which will not be unreasonably withheld or unduly delayed.

e) Entire Agreement. This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.

f) Notice. Any notices hereunder will be in writing and addressed to the respective party at the address set forth below for such party, (i) by personal delivery, (ii) by U.S. Mail, certified or registered, return receipt requested, postage prepaid, or (iii) by FedEx or other nationally recognized overnight courier service. Notice deposited in the U.S. Mail in the manner hereinabove described will be effective on the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

OWNER: Edward M. Wolf  
2868 CR 267  
Cameron, Texas 76520

Copy to: Jerry L. Harris  
Brown McCarroll, LLP  
111 Congress Ave., Suite 1400  
Austin, Texas 78701

Travis County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

Copy to: David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767

The Parties may from time-to-time change their respective addresses by written notice to the other party.

g) Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas, concerns real property located in Travis County, and is wholly performable in Travis County, Texas.

h) Severability. If any of the provisions of this Agreement are held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained herein.

i) Number and gender. All terms or words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number or gender as the context may require.

EXECUTED to be effective as of the later date set forth below.

*Edward M. Wolf*  
Edward M. Wolf  
Date: 9/30/10

TRAVIS COUNTY, TEXAS

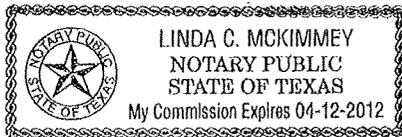
By: \_\_\_\_\_  
Sam Biscoe, County Judge

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

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of  
Sept. 30, 2010, by Edward M. Wolf.



*Linda C. McKimney*  
Notary Public, State of Texas  
My Commission Expires:  
Linda C. McKimney  
(Printed Name of Notary)

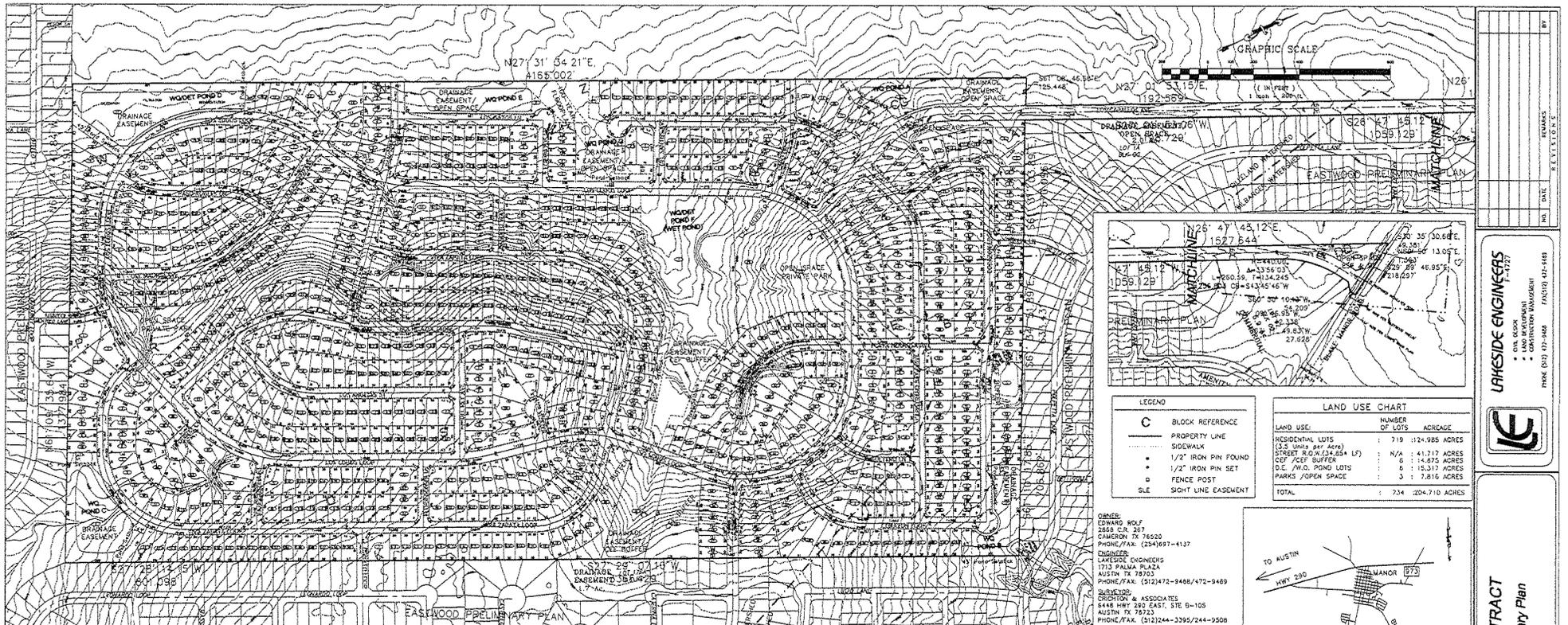
STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of \_\_\_\_\_, 2010, by Sam Biscoe of Travis County, Texas, in the capacity stated.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires:

\_\_\_\_\_  
(Printed Name of Notary)

After Recording Return To:  
Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767



**PROLIMINARY PLAN NOTES:**

1. THIS PROLIMINARY PLAN IS LOCATED WITHIN PORTIONS OF THE CALELAND CREEK AND MILBARGER CREEK WATERSHEDS, WHICH ARE CLASSIFIED AS SUBURBAN WATERSHEDS. NO PORTION OF THIS SITE IS LOCATED OVER THE CREEK AND/OR RICHMOND ZONE.
2. THE WATER QUALITY EASEMENTS SHOWN ARE FOR THE PURPOSE OF AVOIDING COMPLIANCE PURSUANT TO CHAPTER 30-5 OF THE AUSTIN/TRANS COUNTY SUBDIVISION REGULATIONS. THE USE AND MAINTENANCE OF THESE EASEMENTS IS RESTRICTED BY SECTIONS 30-5-21.1 AND 30-5-23.1 THEREOF.
3. MAINTENANCE OF THE WATER QUALITY CONTROLS REQUIRED ABOVE SHALL BE ACCORDING TO SECTION 30-5-23.1.
4. EROSION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO TITLE 30 SECTION 30-5, AND THE ENVIRONMENTAL CRITERIA MANUAL.
5. ENVIRONMENTAL CRITERIA MANUAL REQUIRED FOR ALL DEVELOPMENT WITH IMPERVIOUS COVER IN EXCESS OF 20% OF THE NET SITE AREA OF EACH LOT PURSUANT TO TITLE 30 SECTION 30-5-21.3.
6. WATER QUALITY CONTROL FACILITIES SHALL BE LOCATED WITHIN 50 FEET OF A RESIDENTIAL STRUCTURE.
7. ALL UTILITIES IN THE SUBDIVISION SHALL BE CONSTRUCTED USING CITY OF AUSTIN STANDARD PRACTICES. ALL STREETS WILL BE PAVED WITH ASPHALT CONCRETE PAVEMENT WITH CONCRETE CURBS AND OTHER ALL STREETED AREAS TO HAVE A 50 FOOT R.O.W. AND A PAVING WIDTH OF 30 FEET FDC-FDC. RESIDENTIAL COLLECTORS SHALL HAVE A 50 FOOT R.O.W. WITH A PAVING WIDTH OF 40 FEET FDC-FDC.
8. ALL UTILITIES SHALL BE LOCATED WITHIN 50 FEET OF THE CENTERLINE OF THE STREET.
9. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AND/OR STORM SEWER EASEMENTS AS MAY BE NECESSARY AND SHALL PROVIDE ACCESS BY GOVERNMENTAL AUTHORITIES.
10. NO BALANCES, TRICES, LANDSCAPING OR OTHER OBSTRUCTIONS ARE PERMITTED IN DRAINAGE EASEMENTS AND/OR STORM SEWER EASEMENTS EXCEPT AS APPROVED BY THE CITY OF AUSTIN OR PUBLIC UTILITIES.
11. THE WATER AND WASTEWATER UTILITY SYSTEM SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
12. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND OTHER CONSTRUCTION TO THE EXTENT NECESSARY TO KEEP CONDUITS BELOW THE UTILITY. THE OWNER SHALL PERFORM ALL FACE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF TITLE 30.
13. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND OTHER CONSTRUCTION TO THE EXTENT NECESSARY TO KEEP CONDUITS BELOW THE UTILITY. THE OWNER SHALL PERFORM ALL FACE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF TITLE 30.
14. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND OTHER CONSTRUCTION TO THE EXTENT NECESSARY TO KEEP CONDUITS BELOW THE UTILITY. THE OWNER SHALL PERFORM ALL FACE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF TITLE 30.
15. THE OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND OTHER CONSTRUCTION TO THE EXTENT NECESSARY TO KEEP CONDUITS BELOW THE UTILITY. THE OWNER SHALL PERFORM ALL FACE WORK IN COMPLIANCE WITH CHAPTER 30-5, SUBCHAPTER B OF TITLE 30.
16. APPROVAL OF THIS PROLIMINARY PLAN DOES NOT CONSTITUTE APPROVAL OF ANY DEVIATION FROM THE TITLE 30 REGULATIONS IN THE FINAL PLAN, CONSTRUCTION PLAN OR SITE PLAN STAGE. UNLESS SUCH DEVIATIONS HAVE BEEN EXPRESSLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE CITY ENGINEER. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO ADHERE TO THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER TITLE 30 REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY AFFECT THE PUBLIC HEALTH OR SAFETY.
17. A TEN FOOT ELECTRICAL AND TELECOMMUNICATIONS EASEMENT ADJACENT TO THE R.O.W. SHALL BE DEDICATED ON THE FINAL PLATS.
18. ALL STREET WALLS BE DEDICATED AS PUBLIC STREETS.
19. A 4' SIDEWALK IS REQUIRED ALONG BOTH SIDES OF ALL ROADS.
20. BUILDING SETBACKS SHALL BE AS FOLLOWS: FRONT-YARD-5' STREET (DEVELOP-15) SIDEYARD-15' REAR-YARD-10'
21. PARKING SPACES SHALL BE SATISFIED PRIOR TO FINAL PLAN APPROVAL.
22. PARKING FACILITIES SHALL BE LOCATED IN THE COMMON OPEN SPACE AREAS AND/OR GREENBELT AREAS AT THE TIME OF FINAL PLAN.
23. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD PRACTICES.
24. PRIOR TO CONSTRUCTION, EXCEPT SINGLE FAMILY AND/OR DUPLEX ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
25. ALL LOTS WITH SLOPES GREATER THAN 15% SHALL BE EXPLODED.
26. ON THE 15% SLOPE PORTION OF THE LOT OR ON SLOPE GREATER THAN 15% PERCENT:
  - (A) BLOCK 8 LOTS 7, 10, 11, 12, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
  - (B) BLOCK 9 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
  - (C) BLOCK 10 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
27. THROUGH LOTS WITH FRONTAGE ON TWO STREETS WILL BE RESTRICTED TO ACCESS ON ONE STREET.
28. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE CONSTRUCTION PERMIT. ANY OTHER CHANGE WHICH IS DETERMINED TO CAUSE A PROPOSED HAZARD IS PROHIBITED ANY WAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNDESTRUCTURED VIEW CORNER ON EACH CORNER OF EACH LOT.
29. ALL UTILITIES WITHIN THE CDP FRONT-YARD SHALL BE LOCATED WITHIN THE CDP FRONT-YARD. THIS SECTION STATES THAT THE NATURAL VEGETATION COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE. CONSTRUCTION OF PAVEMENT AND INTERIERS SHALL BE PROHIBITED IN BLOCK 10 AND LOTS 20-22. BLOCK 8 ARE DESIGNATED AS A CDP BUFFER.
30. SECOND WATERSHED CREEK IS LOCATED WITHIN THIS SUBDIVISION. ACCESS THEREON WILL BE PROVIDED WHEN THE ADJACENT FOOTING SUBDIVISION IS CONSTRUCTED.
31. THE HYDRANTS AND FIRE FLOW WILL BE PROVIDED IN ACCORDANCE WITH APPENDIX B AND C OF THE TRAVIS COUNTY FIRE CODE. RESIDUAL FIRE SUPPRESSION WATER WILL BE PROVIDED THROUGH THE STREET WALLS THAT ADJACENT TO THE DEVELOPMENT WITH A SINGLE ACCESS DRIVE. AUTHORITY TO ACCEPT ALTERNATE METHODS OF COMPLIANCE IS GRANTED TO THE FIRE MARSHAL'S OFFICE IN SECTION 104.8 OF THE TRAVIS COUNTY FIRE CODE.

STREET INVENTORY						
STREET CLASSIFICATION	STREET NAME	PAVEMENT		SIDEWALK	LENGTH (F)	
		R.O.W. (F)	FDC-FDC (F)			
LOCAL STREET	Low Colburn Lane	60	30	BOTH SIDES	1,000	
RESIDENTIAL COLLECTOR	Low Colburn Ave	60	40	EAST SIDE	3,170	
RESIDENTIAL COLLECTOR	Low Colburn Loop	60	40	BOTH SIDES	6,340	
LOCAL STREET	Edge Cantina Street	60	30	BOTH SIDES	914	
LOCAL STREET	Rafaela San Cove	60	30	BOTH SIDES	100	
LOCAL STREET	Bandito Way	60	30	BOTH SIDES	300	
LOCAL STREET	Bingo Lane	60	30	BOTH SIDES	1,000	
LOCAL STREET	Cable Drive	60	30	BOTH SIDES	1,000	
LOCAL STREET	Cadellano Bay Drive	60	30	BOTH SIDES	1,000	
LOCAL STREET	Cadellano Lane	60	30	BOTH SIDES	300	
LOCAL STREET	Carton Lane	60	30	BOTH SIDES	2,542	
LOCAL STREET	Del Rio Ave	60	30	BOTH SIDES	300	
LOCAL STREET	Del Santa Ave	60	30	BOTH SIDES	300	
LOCAL STREET	Doroteo Lane	60	30	BOTH SIDES	144	
LOCAL STREET	Elva Santa Lane	60	30	BOTH SIDES	300	
LOCAL STREET	La Reina Cove	60	30	BOTH SIDES	100	
LOCAL STREET	Low Angula Street	60	30	BOTH SIDES	1,074	
LOCAL STREET	Martinez Lane	60	30	BOTH SIDES	100	
LOCAL STREET	Mocho Asul Drive	60	30	BOTH SIDES	3,114	
LOCAL STREET	Paco Rubio Drive	60	30	BOTH SIDES	100	
LOCAL STREET	Procheta Lane	60	30	BOTH SIDES	100	
LOCAL STREET	Pine Hermosa Ave	60	30	BOTH SIDES	1,270	
LOCAL STREET	Pancho Lane	60	30	BOTH SIDES	100	
LOCAL STREET	De Madrid Ave	60	30	BOTH SIDES	1,200	
LOCAL STREET	Rafaela Lane	60	30	BOTH SIDES	412	
LOCAL STREET	Viva Zapata Lane	60	30	BOTH SIDES	4,007	

**LEGAL DESCRIPTION:**

SURVEY OF 204.851 ACRES OUT OF THE JAMES H. WANNING SURVEY NO. 37 AND THE CALVIN BARKER SURVEY NO. 38 IN TRAVIS COUNTY, TEXAS BEING ALL OF FOUR TRACTS.

TRACT 1: 200.77 ACRES AND 0.04 ACRES OUT OF THE JAMES WANNING SURVEY NO. 37, BEING THE "THIRD TRACT" RECORDED IN VOL. 474 PG. 87 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS.

TRACT 2: 1.44 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38 RECORDED IN VOL. 224 PG. 484 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS SAME AND EXCEPT THAT PORTION WITHIN THE MANOR WEBBERVILLE ROAD RIGHT OF WAY.

TRACT 3: 1.1 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38 BEING THE SAME TRACT RECORDED IN VOL. 150 PG. 228 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS.

TRACT 4: 1.24 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38 BEING THE SAME TRACT RECORDED IN DOC. NO. 200912452 OF THE O.P.R.T.C.A.

**LEGEND**

- C BLOCK REFERENCE
- PROPERTY LINE
- SIDEWALK
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- FENCE POST
- SLE SIGHT LINE EASEMENT

**LAND USE CHART**

LAND USE	NUMBER OF LOTS	ACREAGE
RESIDENTIAL LOTS (3.5 UNITS PER ACRE)	719	124.985 ACRES
STREET BLOCK (34.854 LF)	N/A	41.717 ACRES
CEP BUFFER	6	14.892 ACRES
D.E. W/O. POND LOTS	6	15.317 ACRES
PARKS / OPEN SPACE	3	7.816 ACRES
<b>TOTAL</b>	<b>734</b>	<b>204.710 ACRES</b>

**OWNER:**  
EDWARD WOLF  
2858 CR. 207  
DUNSTON TX 78020  
PHONE/FAX: (254)697-4137

**ENGINEER:**  
LAKESIDE ENGINEERS  
1713 PALMA PLAZA  
AUSTIN TX 78703  
PHONE/FAX: (512)472-9468/(472)-9469

**SUBJECT:**  
DEVELOPMENT AND ASSOCIATES  
6448 HWY 290 EAST, STE B-105  
AUSTIN TX 78723  
PHONE/FAX: (512)244-3395/(244)-9508

**SHEET INDEX**

- 1A PROLIMINARY PLAN
- 1B EROSION/SEDIMENTATION CONTROL, TREE PROTECT & SLOPE/EMO MAP
- 1C DRAINAGE MAP - EXISTING
- 1D DRAINAGE MAP - FULLY DEVELOPED

**LOCATION MAP**

WOLF SUBDIVISION  
719 SINGLE FAMILY LOTS  
AREA = 204.71 ACRES

CRIDS: T26, T27  
MAPSCO PG: 559

**SUBMITTED BY:**  
CHRISTOPHER M. RUIZ, P.E.

1. Christopher M. Ruiz, do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(a). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me as authorized by the Act. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) #850340404 & #840004040, TRAVIS COUNTY, TEXAS AND INCORPORATED MAPS EFFECTIVE DATE SEPTEMBER 26, 2008.

**DEVELOPMENT PERMIT NUMBER** C8J-2009-0078

**LAKE SIDE ENGINEERS**  
1713 PALMA PLAZA  
AUSTIN TX 78703  
PHONE/FAX: (512)472-9468/(472)-9469

**WOLF TRACT Preliminary Plan**

**CRISP ENGINEERING**  
1713 PALMA PLAZA  
AUSTIN TX 78703  
PHONE/FAX: (512)472-9468/(472)-9469

**CHRISTOPHER M. RUIZ**  
REGISTERED PROFESSIONAL ENGINEER

**ENGINEERING SCALE**  
HORIZ. = 1"=200'  
VERT. =

**PLATTING SCALE**

**SHEET**

**1**

of 1

**CRICHTON AND ASSOCIATES, INC.**  
**LAND SURVEYORS**  
6448 HIGHWAY 290 EAST B-105  
AUSTIN, TEXAS 78723  
512-244-3395

**FIELD NOTES**

**SURVEY OF 203.091 ACRES OUT OF THE JAMES H. MANNING SURVEY NO. 37 AND THE CALVIN BARKER SURVEY 38 IN TRAVIS COUNTY, TEXAS BEING ALL OF THREE TRACTS:**

**TRACT 1: 200.77 ACRES AND 0.04 ACRES OUT OF THE JAMES MANNING SURVEY NO. 37, BEING THE "THIRD TRACT" RECORDED IN VOL. 474 PG. 67 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS.**

**TRACT 2: 1.44 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38 RECORDED IN VOL. 224 PG. 484 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS SAVE AND EXCEPT THAT PORTION WITHIN THE MANOR WEBBERVILLE ROAD RIGHT OF WAY.**

**TRACT 3: 1.1 ACRES OUT OF THE CALVIN BARKER SURVEY NO. 38 BEING THE SAME TRACT RECORDED IN VOL. 155 PG. 228 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS**

BEGINNING at a ½" iron rod found on the Southwest R.O.W. of Blake Manor Road being the Northwest corner of a 59.943 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 20042222205 of the Travis County, Texas Real Property Records being the Northeast corner of said 1.44 acre tract for the most Northerly Northeast corner of this tract and the POINT OF BEGINNING.

THENCE S 26° 37' 05" W with the West line of said 59.943 acre tract, 1147.01 feet to a ½" iron pin found.

THENCE S 27° 10' 06" W continuing with the West line of said 59.943 acre tract, passing the East common corner of said 1.44 acre tract (Tract 2) and said 1.1 acre tract (Tract 3), in all a distance of 1358.80 feet to a ½" iron pin found.

THENCE S 27° 21' 32" W, 193.37 feet to a ½" iron pin found being the Southeast corner of said 1.1 acre tract (Tract 3), the Southwest corner of said 59.943 acre tract and on the North line of said 200.77 acre tract (Tract 1).

THENCE S 61° 31' 04" E with the South line of said 59.943 acre tract, 590.75 feet to a fence post found.

THENCE S 61° 34' 52" E, 633.43 feet to a 1" iron rod found being the Southeast corner of said 59.943 acre tract and the Southwest corner of a 56.456 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 20042222205 of the Travis County, Texas Real Property Records.

THENCE S 61° 10' 18" E with the South line of said 56.456 acre tract, 706.86 feet to a fence post found being the Northwest corner of a 87.649 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004216542 of the Travis County, Texas Real Property Records for the most Easterly Northeast corner of this tract.

THENCE S 27° 29' 07" W with the West line of said 87.649 acre tract, 3365.13 feet to a ½" iron pin found.

THENCE S 27° 28' 14" W, 801.1 feet to a 1/2" iron pin found being the Southwest corner of said 87.649 acre tract also being on the North line of a 275.517 acre tract conveyed to Hen-Ball Investments, L.P. in Doc. No. 2004032263 of the Travis County, Texas Real Property Records for the Southeast corner of this tract.

THENCE with the North line of said 275.517 acre tract and the South line of this tract the following two (2) courses:

- 1) N 61° 09' 36" W, 1377.98 feet to a 1/2" iron pin found.
- 2) N 61° 24' 41" W, 721.19 feet to a 1/2" iron pin found being the Southeast corner of a 84.24 acre tract (Tract 4) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records for the Southwest corner of this tract.

THENCE N 27° 31' 34" E with the East line of said 84.24 acre tract, 4165.00 feet to a 1/2" iron pin found being the Northeast corner of said 84.24 acre tract, also being on the South line of a 98.00 acre tract (Tract 2) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records for the Most Westerly Northwest corner of this tract.

THENCE S 61° 08' 47" E, 125.43 feet to a fence post found being the Southeast corner of said 98.00 acre tract also being the Southwest corner of said 1.1 acre tract (Tract 3)

THENCE N 27° 01' 53" E, 1192.57 feet to a fence post found being the Northeast corner of said 98.00 acre tract also being the Southeast corner of a 100.00 acre tract (Tract 1) conveyed to 706 Investment Partnership, L.P. in Doc. No. 2005068850 of the Travis County, Texas Real Property Records, for the West common corner of said 1.1 acre tract (Tract 3) and said 1.44 acre tract (Tract 2).

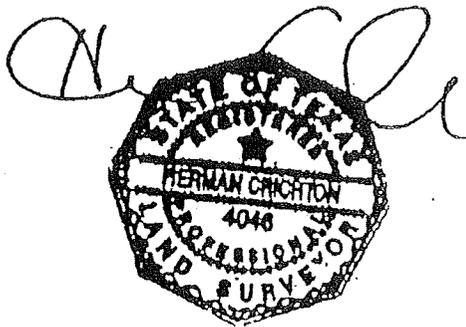
THENCE N 26° 47' 45" E with the East line of said 100.00 acre tract and the West line of said 1.44 acre tract (Tract 3), 1527.64 feet a 1/2" iron pin found on the Southwest R.O.W. of Blake Manor Road, being the Northeast corner of said 100.00 acre tract for the most Northerly Northwest corner of this tract.

THENCE S 30° 35' 31" E with the Southwest R.O.W. of Blake Manor road, 49.38 feet to the POINT OF BEGINNING and containing 203.310 acres more or less.

I hereby certify that the foregoing field notes were prepared from a survey on the ground under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal May 3, 2009

Herman Crichton, R.P.L.S. No. 4046  
09\_194



## TRAFFIC IMPACT ANALYSIS



### I. INTRODUCTION

#### A. PROJECT DESCRIPTION

The proposed Wolf Subdivision development (127 acres) consists of 730 single family residential units and is located in south Manor, TX (Travis County) between FM 793 & Blake Manor Road. While it is considered a separate entity, the subdivision ties in directly with a larger development adjacent to the west, south, and east property lines, called Eastwood. The Eastwood Preliminary Plan identifies one driveway access point along FM 973 (Driveway A) and two driveway access points along Blake Manor Road (Driveways B & C). The Wolf Subdivision will utilize two access points for entering and exiting traffic. The first access point will be the abovementioned Driveway A (shared with and proposed in the Eastwood Tract), and the second access point will be a new 40 FT paved road (Los Caballos Ave), which will be referred to as Driveway D for the purposes of this study. An illustration of these access points is shown below in Figure 1.

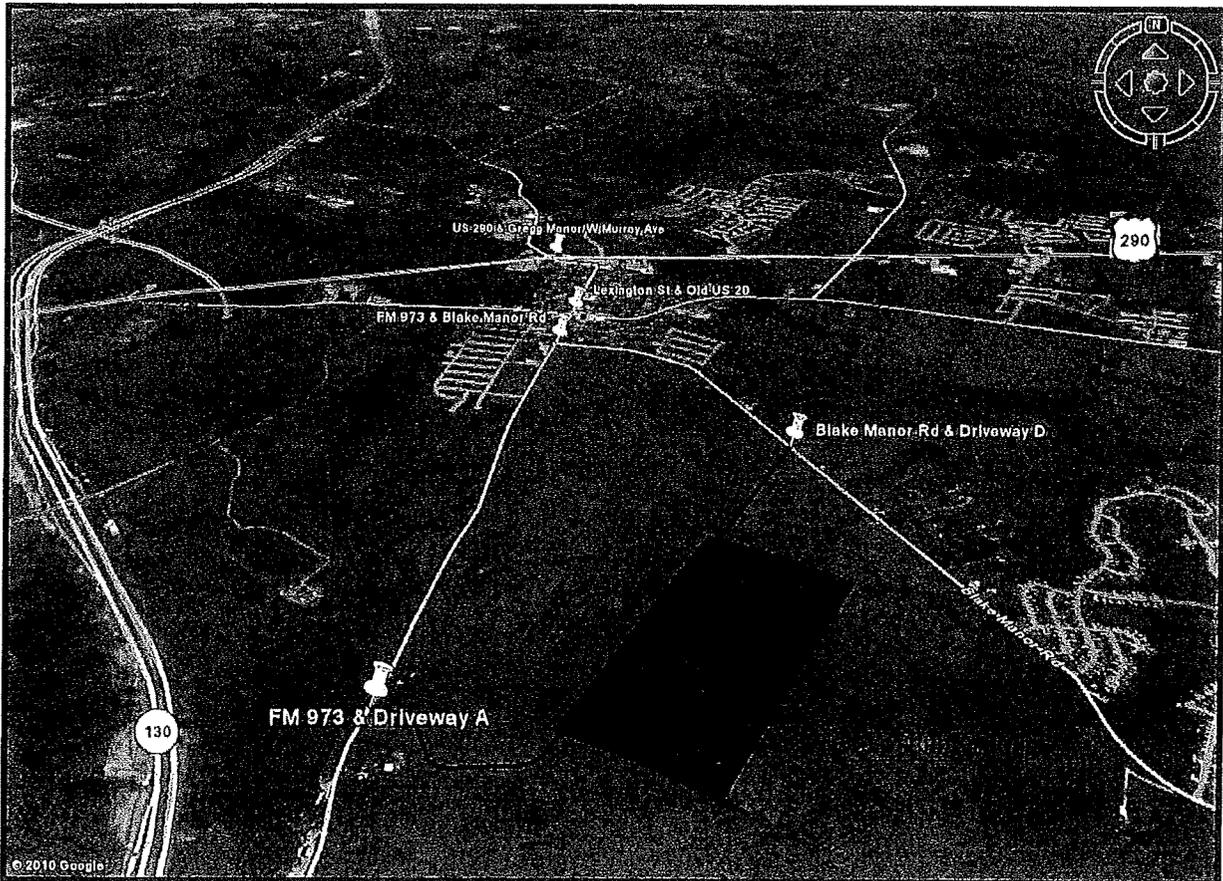
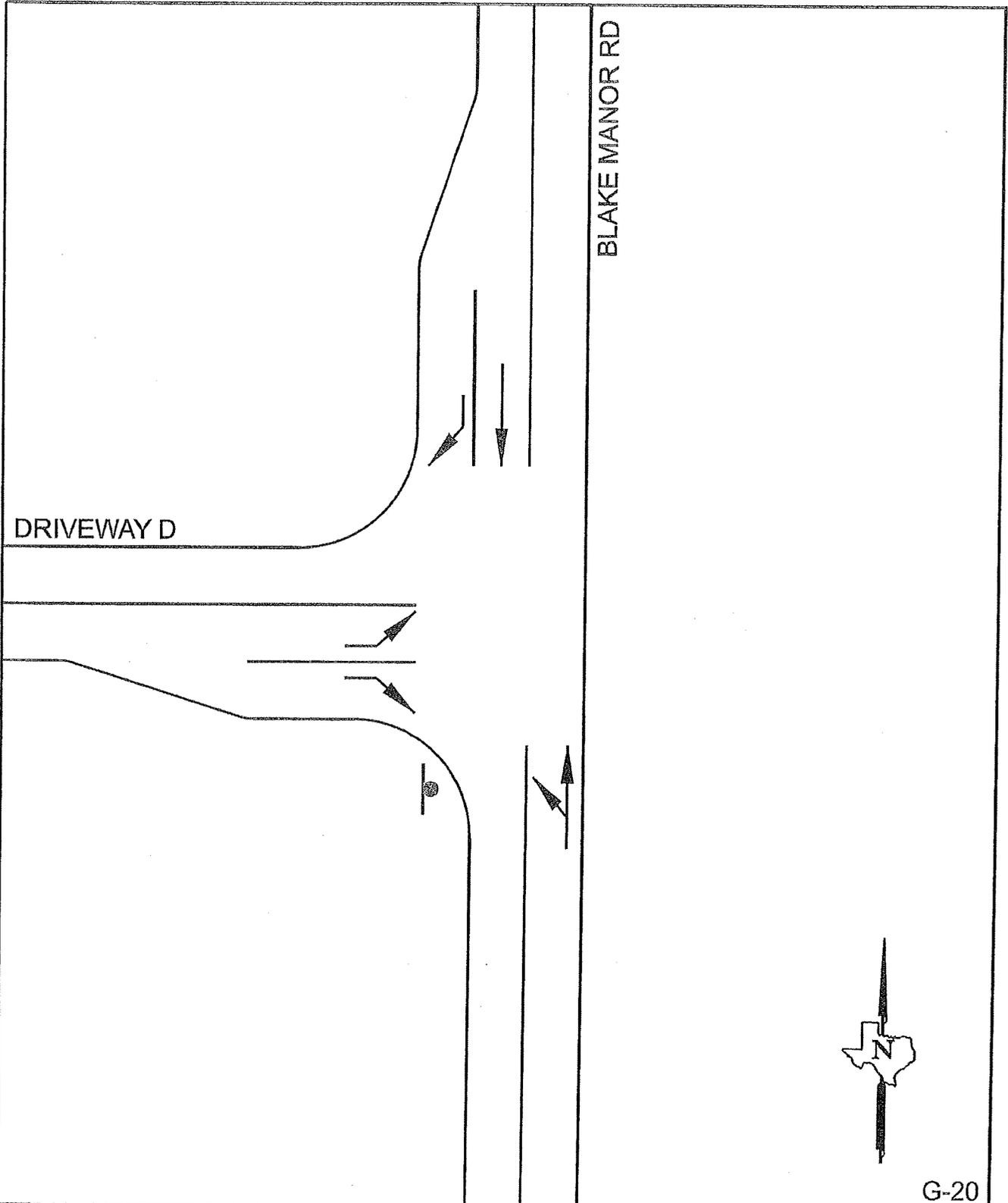


Figure 1 – Satellite View of Project Vicinity and City of Manor



DRIVEWAY D

BLAKE MANOR RD



G-20

RECOMMENDED  
INTERSECTION  
GEOMETRICS - 2015

**PATE ENGINEERS**  
TBPE F-002726  
8200 IH 10 WEST - STE 440 - SAN ANTONIO, TX - 78230

# Wolf Subdivision Preliminary Plan Precinct Map



## Travis County Commissioners Precincts

9,978 views - Public

Created on Jul 21, 2009 - Updated Jul 21, 2009

By [Travis County GIS](#)

★★★★★ 1 ratings - 2 comments

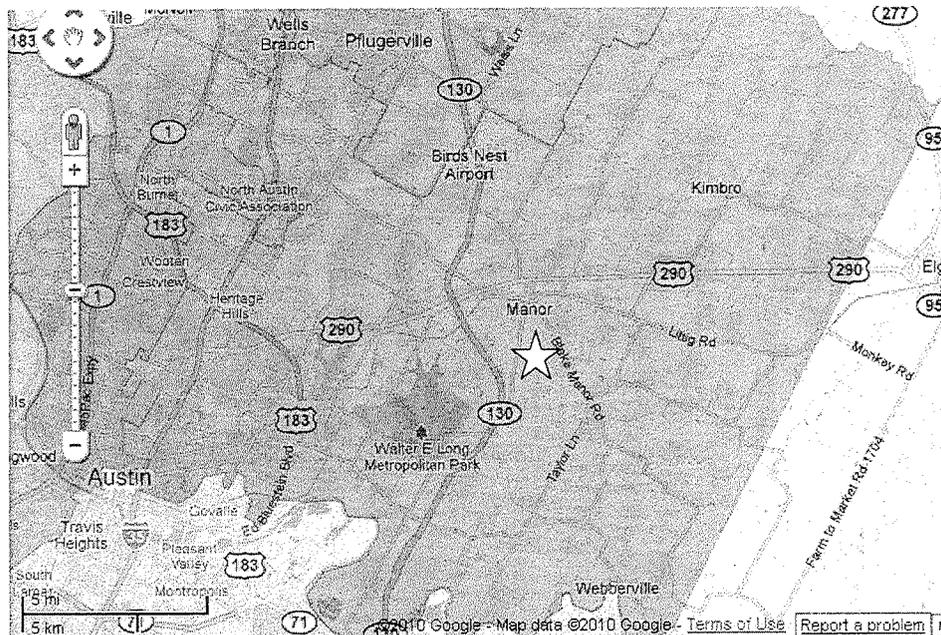
 [Precinct 1 Ron Davis](#)  
[http://www.co.travis.tx.us/commissioners\\_court/precinct1.asp](http://www.co.travis.tx.us/commissioners_court/precinct1.asp)

 [Precinct 2 Sarah Eckhardt](#)  
[http://www.co.travis.tx.us/commissioners\\_court/precinct2.asp](http://www.co.travis.tx.us/commissioners_court/precinct2.asp)

 [Precinct 3 Karen Huber](#)  
[http://www.co.travis.tx.us/commissioners\\_court/precinct3.asp](http://www.co.travis.tx.us/commissioners_court/precinct3.asp)

 [Precinct 4 Margaret Gomez](#)  
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# \_\_\_\_\_

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: October 26, 2010

Work Session: \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman, TNR Phone # 854-9383

B. Requested Text:

Consider and take appropriate action regarding proposed motion to approve License Agreement for Holland Racing to hold a bike race at East Metropolitan Park.

C. Approved by: \_\_\_\_\_

Ron Davis, Precinct 1 Commissioner

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all the agencies or officials' names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

- John Hille, County Attorney 854-9415
- Tenley Aldridge, County Attorney 854-9415
- Charles Bergh, Division Director, Parks 854-9408
- Robert Armistead, Parks Division Manager 854-9831
- Kurt Nielsen, District Manager, Parks 854-7218
- Robert Davis, Park Supervisor 276-9770

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any item budget
- \_\_\_\_\_ Grant

Human Resources Department (854-9165)

- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- X  Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRANSPORTATION AND NATURAL RESOURCES**  
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

---

205 W. 9<sup>th</sup> Street, Suite 220  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9437  
FAX (512) 854-6474

October 13, 2010

**MEMORANDUM**

**TO:** Members of the Commissioners Court  
**FROM:** Joseph P. Gieselman, Executive Manager, TNR  
**SUBJECT:** Cyclocross Bike Race at East Metro Park



**Proposed Motion:**

Consider and take appropriate action regarding proposed motion to approve License Agreement for Holland Racing to hold a bike races at East Metropolitan Park.

**Summary and Recommendation:**

Holland Racing has requested use of East Metro Park to host a Cyclocross Bike Race. The event will be held on Sunday November 7, 2010 from 9 a.m. to 5 p.m.

This race is a cyclocross bike race and is similar to the previous races held in Travis County Parks. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines.

At East Metro Park the race course will use grass and sand surfaces with a small section of the race on the paved trail. The course design maximizes the park areas without affecting amenities that will remain available to other park users during the event. (See attached course maps) The number of race participants will be approximately 60 with an estimated 40 spectators.

**Budgetary and Fiscal Impact:**

There would be no budgetary or fiscal impact associated with this request. The organizers will pay the established fees to rent the Community Pavilion for the day of the event and will stage the event from that area.

**Background:**

This type of bike race has been held at Southeast Metro, East Metro, Webberville and Richard Moya Parks in the past. These bike races have become annual events in our parks during this time of year when normal park visitation is slow. These off-season events are a good opportunity to introduce new visitors to the many amenities at our Metropolitan Parks.

**Required Authorization:**

Travis County Commissioners' Court

**Attachments:**

License Agreement

Race Course Maps

Liability Insurance

JPG:kn

4504 Cyclocross Bike Races

cc: John Hille, County Attorney  
Charles Bergh, Division Director, Parks  
Robert Armistead, Division Manager, Parks  
Kurt Nielsen, District Park Manager  
Dan Chapman, Chief Park Ranger  
Robert Davis, Park Supervisor, East Metro Park

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Holland Racing, a Texas organization ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in the Travis County park known as East Metropolitan Park (the "County Park") for the purpose of holding Licensee's Waylon Cross Cyclocross Race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle race, which will last approximately 8 hours on Sunday, November 7, 2010 at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); and (b) the right to pass out fliers to Event attendees and

participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Parks Division representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

## II. TERM OF LICENSE

2.1 The License is granted for one day, commencing at approximately 9:00 a.m. until 5:00 p.m. on Sunday, November 7, 2010 (the "License Term").

Licensee acknowledges and agrees that such date and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

### III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own cost and expense:

(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE,**

**CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered

or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:                    Andrew Willis  
Race Director  
Holland Racing  
2001 Romeria Drive  
Austin, Texas 78757  
(512) 779-7356

If to County:                    Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And:                    Joe Gieselman (or successor)  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: \_\_\_\_\_

Andrew Willis

Title: Race Director,  
Holland Racing

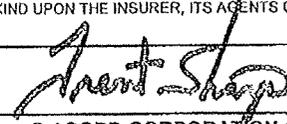
Date: \_\_\_\_\_

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/08/2010
PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 125888	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED USA CYCLING, INC # 3198 HOLLAND RACING & SOUTHWEST CYCLESPORT / CORIAS HOMES 11805 BEE CAVE RD, STE 100 AUSTIN, TX 78738		INSURERS AFFORDING COVERAGE INSURER A: PHILADELPHIA INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK509301	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2010-3198 HOLLAND RACING & SOUTHWEST CYCLESPORT / CORIAS HOMES PRESENTS WAYLON CROSS IN MANOR, TX ON 11-07-2010, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

<b>CERTIFICATE HOLDER</b>  TRAVIS COUNTY 314 W 11TH ST AUSTIN, TX 78701 ATTN: TENLEY ALDREDGE, ASSISTANT COUNTY ATTORNEY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--



ORIGINAL

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS§

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WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

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participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

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## II. TERM OF LICENSE

2.1 The License is granted for one day, commencing at approximately 9:00 a.m. until 5:00 p.m. on Sunday, November 7, 2010 (the "License Term").

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(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

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IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered

or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Andrew Willis  
Race Director  
Holland Racing  
2001 Romeria Drive  
Austin, Texas 78757  
(512) 779-7356

If to County: Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And: Joe Gieselman (or successor)  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: \_\_\_\_\_

Andrew Willis

Title: Race Director,  
Holland Racing

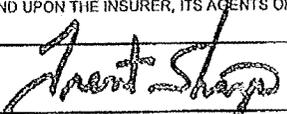
Date: \_\_\_\_\_

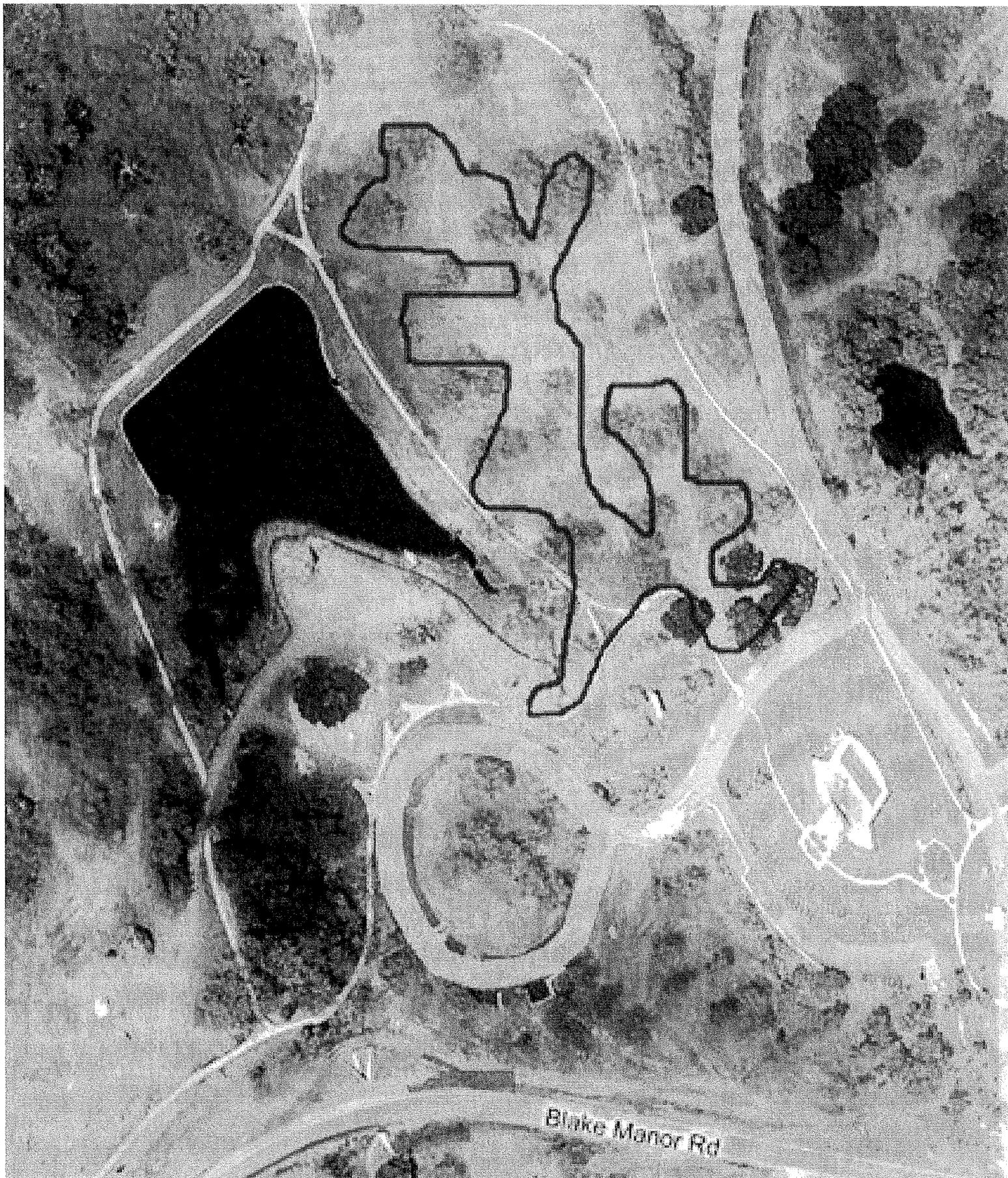
<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/08/2010
PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 125888	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED USA CYCLING, INC # 3198 HOLLAND RACING & SOUTHWEST CYCLESPO RT / CORIAS HOMES 11805 BEE CAVE RD, STE 100 AUSTIN, TX 78738	INSURERS AFFORDING COVERAGE	
	INSURER A: PHILADELPHIA INSURANCE COMPANIES	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC#

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK509301	12/31/2009	12/31/2010	EACH OCCURRENCE	\$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> W/O STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2010-3198 HOLLAND RACING & SOUTHWEST CYCLESPO RT / CORIAS HOMES PRESENTS WAYLON CROSS IN MANOR, TX ON 11-07-2010, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

<b>CERTIFICATE HOLDER</b>  TRAVIS COUNTY 314 W 11TH ST AUSTIN, TX 78701 ATTN: TENLEY ALDREDGE, ASSISTANT COUNTY ATTORNEY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ORIGINAL

LICENSE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Holland Racing, a Texas organization ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in the Travis County park known as East Metropolitan Park (the "County Park") for the purpose of holding Licensee's Waylon Cross Cyclocross Race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to their original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on Exhibit A, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle race, which will last approximately 8 hours on Sunday, November 7, 2010 at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); and (b) the right to pass out fliers to Event attendees and

participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Parks Division representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

## II. TERM OF LICENSE

2.1 The License is granted for one day, commencing at approximately 9:00 a.m. until 5:00 p.m. on Sunday, November 7, 2010 (the "License Term").

Licensee acknowledges and agrees that such date and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

### III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own cost and expense:

(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE,**

**CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Parks at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered

or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Andrew Willis  
Race Director  
Holland Racing  
2001 Romeria Drive  
Austin, Texas 78757  
(512) 779-7356

If to County: Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And: Joe Gieselman (or successor)  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

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13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

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14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

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

LICENSEE:

By: \_\_\_\_\_

Andrew Willis

Title: Race Director,  
Holland Racing

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

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
10/08/2010

PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 125888	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED USA CYCLING, INC # 3198 HOLLAND RACING & SOUTHWEST CYCLESPORT / CORIAS HOMES 11805 BEE CAVE RD, STE 100 AUSTIN, TX 78738		INSURERS AFFORDING COVERAGE <span style="float: right;">NAIC#</span> INSURER A: PHILADELPHIA INSURANCE COMPANIES INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK509301	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2010-3198 HOLLAND RACING & SOUTHWEST CYCLESPORT / CORIAS HOMES PRESENTS WAYLON CROSS IN MANOR, TX ON 11-07-2010, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

<b>CERTIFICATE HOLDER</b>  TRAVIS COUNTY 314 W 11TH ST AUSTIN, TX 78701 ATTN: TENLEY ALDREDGE, ASSISTANT COUNTY ATTORNEY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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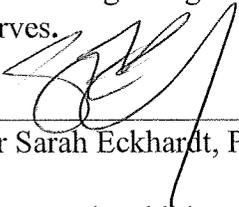
### Travis County Commissioners' Court Agenda Request

Voting Session October 26, 2010

Work Session \_\_\_\_\_

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383

B. Requested Text: Consider and take appropriate action to amend Chapter 92 of the Travis County Code to add a provision regarding the use of proceeds from the sale of open space parkland, parks, and preserves.

C. Approved by:  \_\_\_\_\_  
Commissioner Sarah Eckhardt, Precinct #2

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of the Agenda Request and backup to the following:

- |                      |                         |
|----------------------|-------------------------|
| Charles Bergh        | TNR                     |
| Cynthia McDonald     | TNR                     |
| Donna Williams Jones | TNR                     |
| Jose Palacios        | County Auditor's Office |

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (473-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits MUST be submitted to the County Judge's Office no later than 5:00 p.m. on Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

41



## TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-9436

October 18, 2010

### MEMORANDUM

**TO:** Members of the Commissioners' Court

**FROM:** Joseph P. Gieselman, Executive Manager

**SUBJECT:** Use of Proceeds from Sale of Open Space Parkland, Parks, and Preserves

### SUMMARY AND STAFF RECOMMENDATION

Periodically, Travis County receives offers to purchase property interests that the County originally acquired for open space parkland, parks, and preserve use. For example, the County may receive an offer from another governmental entity to purchase easement rights over parkland under the threat of condemnation. Other times, the County may determine that it is appropriate to sell improvements to County open space, parks, and preserves so that features can be updated or upgraded. Recent past and pending instances of this include:

- Sale to LCRA of public utility easement (\$78,979) on Onion Creek open space in Precinct 4;
- Sale to City of Austin (est. \$500,000) of public utility easement on Northeast Metro Park in Precinct 2;
- Lease of pre-existing cell tower (\$1,215/mo.) on Balcones Canyonland Preserve in Precinct 3;
- Sale of Mirtcshing house (est. \$450,000) from Balcones Canyonland Preserve in Precinct 3;

In some cases, the original property interest was purchased by the county with park bonds authorized by the voters for that purpose.

TNR recommends that the Commissioners Court adopt a policy to put the proceeds from these and other like sales back to use for open space parkland, parks, and preserve projects, preferably within the same park or preserve that the original property was located, or at least for parks and preserves within the same County Commissioners Precinct that the original property was located.

cc: Charles Bergh, TNR Parks Division Director  
Jon White, TNR Natural Resources Division Director  
Cynthia McDonald, TNR Financial Officer  
Robert Armistead, TNR Parks Program Manager  
Rose Farmer, TNR Natural Resources Program  
Kurt Nielsen, TNR Parks District Manager

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AMENDING  
CHAPTER 92 OF THE TRAVIS COUNTY CODE TO ADD A PROVISION  
REGARDING THE USE OF PROCEEDS FROM THE SALE OF OPEN SPACE  
PARKLAND**

**Background**

Occasionally, Travis County receives offers to purchase property interests that the County originally acquired for open space parkland, parks, and preserve use. For example, the County may receive an offer from another governmental entity to purchase easement rights over parkland under the threat of condemnation. Other times, the County may determine that it is appropriate to sell improvements to County open space, parks, and preserves so that features can be updated or upgraded. In these instances, the Commissioners Court finds it is appropriate to put the proceeds from these sales back to use for open space parkland, parks, and preserve projects.

**Amendment**

Pursuant to §1.0051 and §1.0052 of the Travis County Policies, Procedures, and Regulations Manual (the "Travis County Code"), be it hereby ORDERED that Chapter 92 of the Travis County Code is hereby amended by adding a new Section 92.019, attached hereto and made a part hereof.

The changes ordered herein are effective retroactively to January 1, 2010.

ORDERED on this \_\_\_\_\_ day of October 2010.

TRAVIS COUNTY COMMISSIONERS COURT

\_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Karen Huber  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gómez  
Commissioner, Precinct 4

## **Section 92.019 Use of Proceeds from Sale of Open Space**

Proceeds from the sale or compensation for the transfer of development rights of any real property interest originally acquired for open space parkland, parks, and preserve use, including the sale of easement rights and the sale of improvements, must be used only for capital improvements, including the acquisition of additional real property, for open space parkland, parks, and preserve projects, preferably within the same open space parkland, park, or preserve, or within the county commissioner precinct in which the original real property interest was located.

Travis County Commissioners Court Agenda Request

Voting Session: October 26, 2010

Work Session:

I. A. Request made by: \_\_\_\_\_ Phone # 854 -9434  
*Joseph P. Gieselman* Joseph P. Gieselman, TNR Executive Manager

B. Requested Text:  
Consider and take appropriate action on a request to approve a Participation Agreement with the Deer Creek Ranch Parks and Lakes Association for the improvement of 1,300 LF of Sandy Beach Road, in Precinct 3

C. Approved by: Commissioner Karen Huber, Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- X   Transfer of existing funds within or between any budget line item
- Grant
- Human Resources Department (473-9165):
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- X   Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

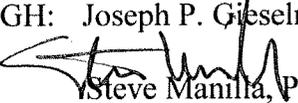
411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

MEMORANDUM

DATE: October 5, 2010

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM:  Steve Manilla, P.E., TNR Public Works Director

SUBJECT: Sandy Beach Road Participation Agreement

**Proposed Motion:**

Consider and take appropriate action on a request to approve a Participation Agreement with the Deer Creek Ranch Parks and Lakes Association for the improvement of 1,300 LF of Sandy Beach Road, in Precinct 3

**Summary and Staff Recommendation:**

In May 2006 the Commissioners Court approved TNR's recommended revisions to Chapter 84, Unaccepted Roadway Specifications, including placing a higher priority on projects that homeowners cost-share with the County. The Deer Creek Ranch Parks and Lakes Association (the "Association") desires to enter into a Participation Agreement with the County wherein they will provide funds and in-kind engineering services to be used with County funds to improve a portion of Sandy Beach Road. The Association has executed the attached Participation Agreement and provided the attached petition in the form included in Chapter 84. TNR has determined that this project meets the basic eligibility requirements established in Chapter 84 and recommends approval of this Participation Agreement.

The limits of the road improvements include two (2) lanes of Sandy Beach Road beginning at it's intersection with Lake Shore Drive and continuing north approximately 900' to it's intersection with County maintained Longhorn Skyway and continuing north from Longhorn Skyway approximately 400' to its ending point at the intersection with Deer Creek Skyview, as shown on Exhibit B of attached Participation Agreement. Roadside drainage ditch and culvert improvements plus hammerhead turnarounds at the intersections of Sandy Beach Road at Lake Shore Drive and Deer Creek Skyview are also included in the project scope.

Upon the approval of this agreement, TNR Public Works will coordinate with Purchasing to select an engineering consultant from the County's list of prequalified firms or use in-house engineering resources plus the Association's participating engineering services to complete the design of needed improvements. Public Works will then either have the project prepared for bidding, or coordinate with Road & Bridge to complete the work if their annual Work Plan allows. In any case, the roadway will be presented to the Court for acceptance prior to

neighborhoods, which could increase the County's tax base.

This Participation Agreement will allow the County and the Association to cooperate and share in the cost of constructing a portion of Sandy Beach Road.

**Background:**

The roadways that are eligible for this program are typically ones that should have been constructed by the developers who benefited from the sale of property for which these roads provide access. The roads were not constructed properly, or not accepted by the County for on-going maintenance, for a variety of reasons. The condition of the roads varies widely from good to poor. Residents living on roadways that are in poor condition are most concerned about access for school transportation and emergency services. Residents on roadways in good condition are more concerned about on-going deterioration and long term maintenance. Residents of the neighborhoods served by these roads typically turn to County government for assistance but the substandard roads program has limited funding.

Public-private agreements were introduced on a large scale in the 2005 bond referendum. They were established to fund partnerships with developers in order to get significant sections of arterial roadways constructed in a timely manner, rather than piece-mealed. Making these types of agreements available to neighborhood associations provides a means for getting their roads accepted while providing impetus for them to work with TNR staff to complete the project.

**Required Authorizations:**

Chris Gilmore and Julie Joe, County Attorney's Office  
Jessica Rio, PBO

**Attachment:**

Sandy Beach Road Participation Agreement

cc: Don Ward, P.E., Road & Bridge Division Director  
Steve Sun, P.E., Tony Valdez, P.E., TNR Public Works  
Hanna York, Auditors Office  
Cynthia McDonald, Brunilda Cruz, Donna Williams-Jones, TNR Financial Services

constructing work needed to correct deficiencies identified by TNR Road & Bridge and TNR Public Works. The estimated cost of remedial work is \$130,000. The Association will be providing \$19,500 in cash plus \$2,500 in-kind engineering services as their participation amount when the project is ready to go to construction.

**Budgetary and Fiscal Impact:**

Funding for this project is available from the 1997 Bond Funds for Pct 3 Substandard Road. TNR's preliminary estimate of the total cost of the project is \$130,000.00. Per the terms of the Participation Agreement, the Association will provide \$19,500 in cash and \$2,500 of in-kind engineering services to help pay the costs of improving 1,300' LF of Sandy Beach Road.

If the project is completed under the estimated amount the Association will be reimbursed its pro-rata share of the savings based upon its financial contribution. In this case, the total estimated amount is \$130,000 and the Association's financial contribution is \$19,500, so the Association's pro-rata share of any savings will be 15%. The County's funds are in account 439-4941-756-8164. A total of \$110,500 will be encumbered on a requisition once the bond funds roll from FY 2010 to FY 2011 for Travis County's portion of the \$130,000. TNR is requesting that an additional \$16,575 of the Precinct 3 savings be set aside for a 15% contingency pending completion of the project. County's participation amount plus the 15% contingency will obligate \$127,075 of the 1997 bond savings. The Association's portion will be added to the requisition once the agreement is approved and their money is received, certified and budgeted into account 475-4994-750-8164. The commodity/sub-commodity codes are 968/054.

**Issues and Opportunities:**

Inefficiencies are introduced into these projects when all residents are not supportive of either the project or the project design requirements. Most notably, program participants are totally responsible for dedicating all required right-of-way and removing all private property, such as fences, walls, and buildings that encroach into the dedicated right-of-way. In the past TNR has expended significant surveying, engineering, and right-of-way resources only to have projects delayed or indefinitely postponed because some residents did not want to dedicate easements, or did not like the impacts the construction would have upon their specific property. Inefficient re-design to accommodate residents was common. To address this issue TNR recommended using Public-Private Participation Agreements. Under the terms of these Agreements costs are shared between the County and the property owners. This should provide an impetus for property owners to work with the county to minimize "custom" design or redesign.

Travis County Chapter 82 establishes the standard for new street and drainage construction. Many substandard roads were constructed or partially constructed prior to Travis County's adoption of roadway standards and to bring them up to today's standards would be cost prohibitive in most cases, and drastically alter the character of some neighborhoods. As such, the standards in Chapter 84 are lower than those in Chapter 82. There are approximately 350 unaccepted roadways in unincorporated areas of Travis County, totaling nearly 100 miles. As there is not adequate funding to meet the needs of everyone, it is necessary to prioritize.

County responsibility for maintenance and liability will increase as roads are accepted onto the County system. The acceptance of roads could result in additional home building in older

## SANDY BEACH ROAD PARTICIPATION AGREEMENT

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Deer Creek Ranch Parks and Lakes Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

### Recitals

WHEREAS, the Association has presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have approximately one thousand three hundred feet (1,300') of Sandy Beach Road, as shown on Exhibit B, (the "**Project**") accepted into the County maintained roadway transportation system;

WHEREAS, the Association desires to enter into this Participation Agreement because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its capital budget;

WHEREAS, the County intends to perform certain roadway improvements to Sandy Beach Road to ensure they meet the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

WHEREAS, the County has determined that the Project meets the basic eligibility requirements set forth in Travis County Code Section 84.007 regarding the acceptance of substandard roads;

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree as follows:

#### Section 1. The Sandy Beach Road Project.

(a) The Project consists of reconstructing the existing roadway to meet all requirements of Travis County Chapter 84 Unaccepted Substandard Roadway Specifications and includes the following features ("**Project Design Features**");

- (i) Two (2) lanes of Sandy Beach Road beginning at its intersection with Lake Shore Drive and continuing north approximately 900' to its intersection with county maintained Longhorn Skyway and continuing north from Longhorn Skyway approximately 400' to its ending point at the intersection with Deer Creek Skyview, as shown in Exhibit B, which is attached hereto and incorporated herein for all purposes:
  - (A) right-of-way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
  - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
    - (1) two (2) nine feet (9') wide travel lanes; and,
    - (2) minimum one-foot (1') wide paved shoulders along each edge;
  - (C) Hammerhead turnarounds at the intersections of Sandy Beach Road at Deer Creek Skyway and at Lakeshore Drive
- (ii) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
- (iii) Design speed of no less than twenty (20) miles per hour.
- (iv) Temporary and permanent erosion and sedimentation controls.
- (v) Stormwater drainage system including but not limited to bar ditches, swales, channels, and driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;
- (vi) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (vii) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such relocations or adjustments.
- (viii) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, the Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost

requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

## Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction, otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

## Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the project design and construction documents. Upon request, the Association shall provide engineering services that the County may use at its discretion in the performance of all necessary engineering, including design, surveying, geotechnical investigations, utility relocation coordination, and other engineering services for the Project.
- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features include, but are not limited to:
  - (i) completed specific work product documents for review;
  - (ii) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
  - (iii) geotechnical investigations;
  - (iv) engineer's opinion of construction costs and project schedule;
  - (v) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
  - (vi) all required permits to start and complete the Project;
  - (vii) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;

- (viii) utility location and relocation planning and coordination;
  - (ix) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
  - (x) engineering and drainage study report;
  - (xi) design calculations;
  - (xii) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
  - (xiii) complete project file within thirty (30) working days after completion of the construction of the Project; and
  - (xiv) any other service or any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

#### Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d) below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Joe Gieselman (or successor), Executive Manager,  
Transportation and Natural Resources Department

Association: Travis Wilson (or successor), Director of Roads,  
Deer Creek Ranch Parks and Lakes Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and/or reporting

information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations.

- (a) To fulfill the Project requirements and help the County in meeting payment obligations, the Association agrees to provide to the County cash and engineering services at the not-to-exceed amounts of \$19,500.00 in cash and \$2500.00 in engineering services to be used by the County at its discretion to complete the Project. The Association shall tender the not-to-exceed cash contribution amount to the County within thirty (30) days after receiving a written request from the County.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its not-to-exceed cash contribution amount to the County within 30 days of receiving written notification of the County's determination of an acceptable bid for the County Project.
- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.
- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The Project shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County or to another public entity acceptable to the County with a right of entry or license to allow construction of the Project.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by

separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within thirty (30) days of receiving a written request from the County.

- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by June 1, 2011, the County may terminate this Agreement by written notice to the Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

#### Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County or, at its sole discretion, perform the work with County forces.
- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds \$130,000.00 for construction of the Project, the County may reject all bids as excessive and solicit bids a second time (the "**Agreed Limit**"). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or reduce the scope of the Project, or the Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to reduce the Project scope or increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further

recourse. Any deadline in this Agreement affected by a value-engineering and rebidding process shall be extended by the amount of time required for that process.

- (c) If County forces complete the work the Parties agree to pay their pro-rata share of the County's cost of construction, as determined by the computation shown in Exhibit C.

Section 8. Construction of the Project.

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
  - (i) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association, and
  - (ii) deposit with the County the Association's cash cost share amount.
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
  - (i) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the project on to the County maintained roadway system, and
  - (ii) encumber the funds required to pay for the construction of the project
- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before October 1, 2011 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the Executive Manager of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by January 1, 2012. The roads referred to in this agreement shall become the obligation of the County to maintain upon the awarding of a construction contract as contemplated herein. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of said one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within said one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.

- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1 without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the Executive Manager of the County Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9. County Inspection.

The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10. Liability.

The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11. Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

County: Joe Gieselman (or successor)  
Executive Manager, TNR  
P.O. Box 1748  
Austin, Texas 78767

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 163.

Association: Travis Wilson (or successor)

Director of Roads, Deer Creek Ranch Parks and Lakes Association  
P.O. Box 64  
Dripping Springs, Texas 78620

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Party in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas.

Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by a court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

**COUNTY:**

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

**ASSOCIATION:**

By:



Name: Aubrey Shaw

Title: President, Deer Creek Ranch Parks and Lakes Association

Date:

9-28-10

**EXHIBIT "A"**

**PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT  
FOR THE INCLUSION OF APPROXIMATELY 1,300 LINEAR FEET OF SANDY  
BEACH ROAD**

**IN THE TRAVIS COUNTY**

**UNACCEPTED SUBSTANDARD ROAD PROGRAM**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**TO THE COMMISSIONERS COURT OF TRAVIS COUNTY**

**WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of Sandy Beach Road, an existing road or street, which has been dedicated to the public by Valley Lake Hills, Section One, plat dated November 12, 1969, and Mountain Creek Lakes, Section One, dated July 7, 1968, hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program.**

**It is understood and agreed that:**

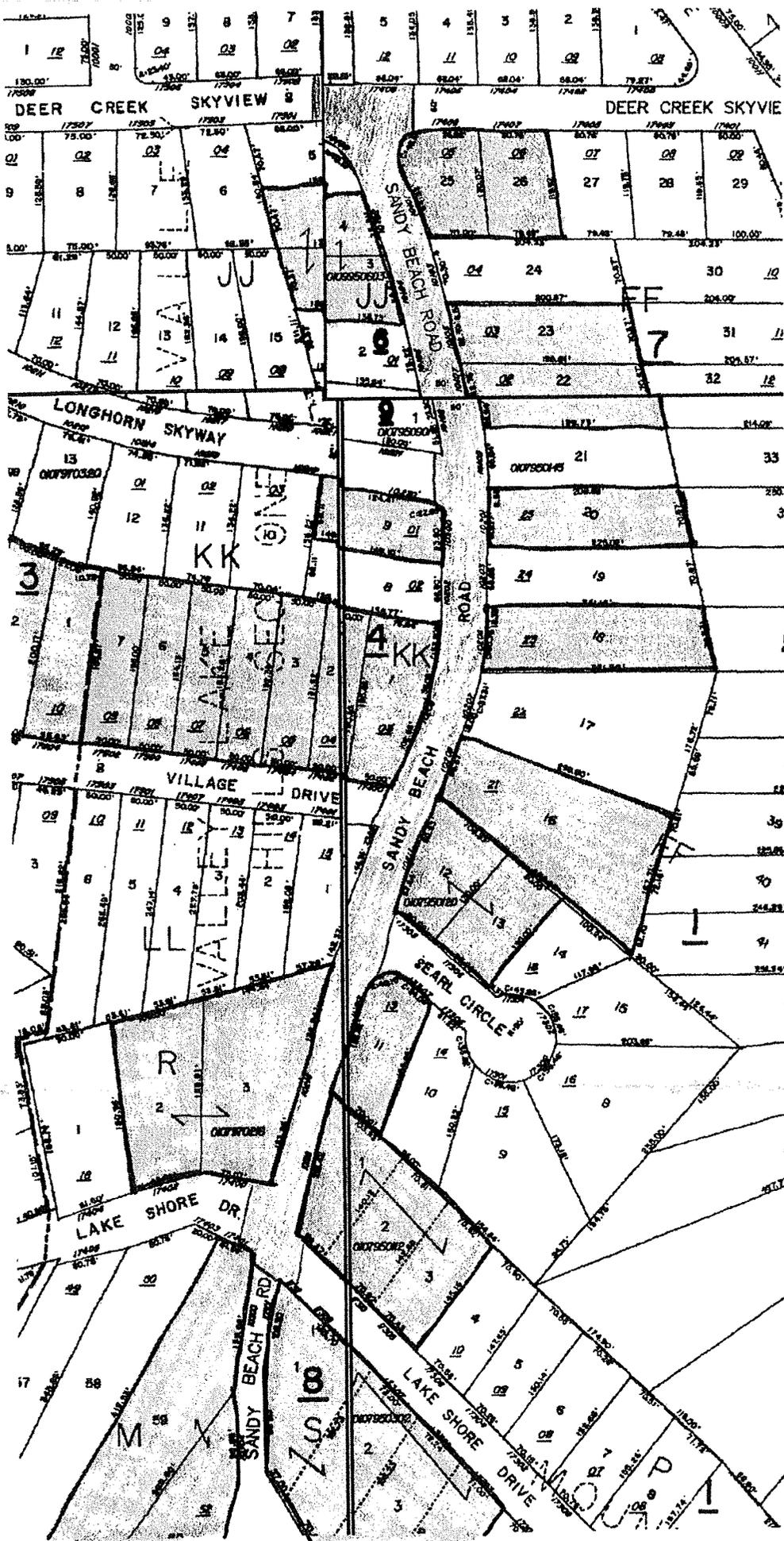
- 1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance**
- 2) The Owner of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvement at no cost to the County and free and clear of any and all liens, conditions, or restrictions.**
- 3) The Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.**
- 4) The Road must connect to an existing road or highway maintained by a public entity.**
- 5) No person or entity may own or control (financially or legally) 35% or more of the linear feet or roadway frontage or 35% or more of the lots or 35% abutting the unaccepted substandard roadway unless such owner pays a proportionate share of the costs of completing the required improvements. The amount to be paid shall be determined on a case-by-case basis.**

- 6) The number of developed lots abutting the roadway must exceed 25% of the total lots adjacent to the roadway. An exception may be made for subdivision arterial and collector streets on a case-by-case basis.
- 7) Dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet on a hammerhead turnaround.
- 8) As required by TNR, the property owners must either remove or relocate any private improvements from the right-of-way or easements at the property owner's expense. Furthermore, the property owner must agree to allow the County in its discretion to demolish and remove those private improvements that the property owner does not remove or relocate. Private improvements include, but are not limited to fences, decorative walls, sheds, basketball goals, masonry mailboxes, and other improvements, which would interfere with construction activities or present a safety concern. Mitigating a significant private improvement that is impractical to move, such as large walls and fixed buildings, could require the property owner(s) to dedicate additional right-of-way, eliminate a portion of the project from acceptance, enter into a license agreement, or terminate the project.
- 9) The Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court.
- 10) Property owners must submit with their petition a statement from all of their utility service providers indicating whether or not they have utility lines located within 25' (unless otherwise specified by TNR) left and right of the centerline of the existing roadway or in drainage easements. The statement should include the utility service provider's assessment of the location of their service lines (horizontally and vertically); their procedures and requirements for relocating or protecting their lines (including time requirements); and, the extent of their responsibility for performing and paying for the relocation or protection work.
- 11) The Road will be prioritized within the Program on the basis of:
  - 1) The percent of the cost voluntarily borne by the property owners;
  - 2) The number of eligibility criteria met;
  - 3) The cost per resident;
  - 4) Whether the Road links the publicly maintained roadway system;
  - 5) When the petition was received.

If applicable, the Owners propose to cost participate by (\_\_\_) direct payment to the County (\_\_\_) by road assessment as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or (X) otherwise by agreement of the Commissioners Court.

**SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.**

NO.	NAME	STREET ADDRESS	SOLE ACCESS (Y/N)	SIGNATURE	DATE
1	Cynthia Bagley	10101 Sandy Beach Rd	Y	C Bagley	8-21-10
2	Candice Welch	17307 East Circle	Y	Candice Welch	8-21-10
3	Edgar Ortega	10205 Sandy Beach Rd	Y	<del>Edgar Ortega</del>	8-21-10
4	Eduardo Aguilera	10105 Sandy Beach Rd	Y	Eduardo Aguilera	8-21-10
5	Deanna Ross	10102 Sandy Beach	Y	Deanna Ross	8-21-10
6	Mike Mensik	10209 SAND BEACH	Y	<del>Mike Mensik</del>	8-22-10
7	LARRY Phillips	10208 Sandy Beach	Y	Larry Phillips	8-22-10
8	Dennis McCarty	10200 Sandy Beach Rd	Y	D. M. McCarty	8-22-10
9	Clare Azara	17400 LAKE SHORE DRIVE	Y	Clare M. Azara	8/23/10
10	William C. Wheat	10300 Sandy Beach Rd	X	Wm C. Wheat	8/26/10
11	Steve Nurse	10201 Sandy Beach Rd.	Y	S Nurse	8/31/10
12	Carlos Gonzalez	10211 Sandy Beach Rd	Y	Carlos Gonzalez	8/31/10
13	<del>PATRICIA CRISTINA</del> Patricia Cristiana	17305 Lakeshore Dr.	Y	<del>Patricia Cristiana</del>	8/31/10
14	Jacob Skjason	17310 Lakeshore Dr.	Y	J Skjason	9-5-10
15					
16					
17					
18					
19					
20					



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N.T.S.

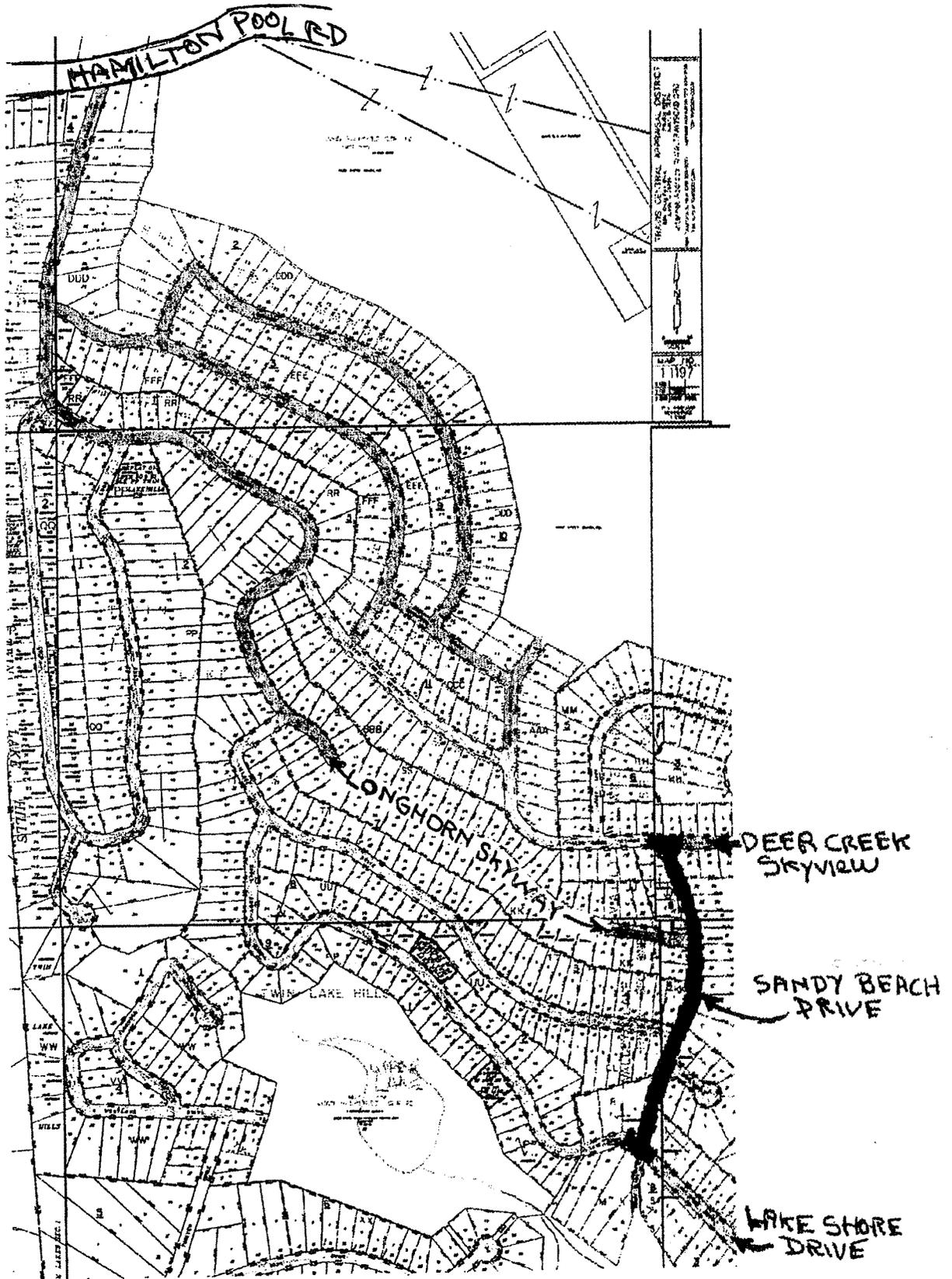


EXHIBIT B

## EXHIBIT C

### Computation of Deer Creek Ranch Parks and Lakes Association's pro rata cost

The calculation of the Association's Not-to-Exceed Cost is based on the County's estimate of the total construction cost for the Sandy Beach Drive project (\$130,000.00) and the Association's pro rata financial share of the project (15%):

Association's Not-to-Exceed cost = \$130,000.00 X (Association's pro rata share of the project 15%) = \$19,500.00.

Upon completion of the construction of the Sandy Beach Drive project, the actual cost of the County project will be determined and used to compute the Association's actual pro rata cost. If the Association's actual pro rata cost is less than \$19,500.00, the difference shall be released to the Association.

The formula for calculating the Association's actual pro rata cost is as follows:  
Actual cost County Project x Association's pro rata financial share = Association's actual pro rata cost

The formula for calculating the amount of any unused funds, if any, to be returned to the Association is as follows:

Association's Not-to-Exceed Cost minus Association's actual pro rata cost equals amount to be returned.

Travis County Commissioners Court Agenda Request

Voting Session: October 26, 2010

Work Session:

I. A. Request made by: Joseph P. Gieselman, TNR Executive Manager Phone # 854 -9434

B. Requested Text: Consider and take appropriate action on the following in Precinct Two:

A) Approve Amendment #1 to the Construction Agreement with Sun Communities for the completion of a section of Wells Branch Parkway; and

B) Approve the use of Capital Metro Build Central Texas Funds for the completion of a section of Wells Branch Parkway.

C. Approved by: Commissioner Sarah Eckhardt, Precinct 2

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)

Additional funding for any department or for any purpose

X Transfer of existing funds within or between any budget line item

Grant

Human Resources Department (473-9165):

A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)

Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)

X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



## TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

---

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

October 19, 2010

MEMORANDUM TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Steve Manilla, P.E., Division Director of Public Works

SUBJECT: Construction Agreement for Wells Branch Parkway

**Proposed Motion:**

Consider and take appropriate action on the following in Precinct Two:

- A) Approve Amendment #1 to the Construction Agreement with Sun Communities for the completion of a section of Wells Branch Parkway; and
  
- B) Approve the use of Capital Metro Build Central Texas Funds for the completion of a section of Wells Branch Parkway.

**Summary and Staff Recommendation:**

On September 28, 1999 Sun Communities and Travis County entered into a Construction Agreement for a segment of Wells Branch Parkway that passes through Sun's Boulder Ridge development (see attached map). The original terms included:

- Sun to provide \$500K for engineering and construction plus approximately 16 acres for right-of-way
- Sun responsible for managing the design phase including engineering, geotechnical investigations, permitting, utility coordination, and engineering contract administration
- County responsible for design surveys
- County responsible for construction phase management, inspection, testing, and construction contract administration.

The project has not moved forward for various reasons and construction costs have increased appreciably during the amount of time that has elapsed. Additionally, the County's design standards have changed to include bike lanes and water quality facilities, which require approximately 3.5 acres of additional right-of-way dedication from Sun. TNR's current estimate of the cost for completing approximately one mile of two lanes of an ultimate six lane roadway is now \$1.75M to \$2.0M.

The Construction Agreement has been renegotiated to address the new requirements. The major changes are as follows:

- Sun to provide the original \$500K contribution
- Sun to provide 3.5 additional acres of property.
- County to manage design and construction phases and all contract administration.
- County to pay all costs that exceed Sun's contribution. To make up the difference between Sun's original monetary contribution and what is estimated to be needed TNR proposes to use Cap Metro Build Central Texas grant funds.

These changes have been incorporated into Amendment #1 which has been reviewed by the County Attorney's Office and executed by Sun Communities.

Cap Metro has approved the use of BCT funds for Wells Branch Parkway however the Court typically approves the projects that are to be funded with BCT funds as well. The latest Court-approved project list is for FY 09 and it does not include this project. TNR recommends approving this project to receive BCT funds.

TNR recommends approval of Amendment #1 to the Sun Communities Construction Agreement and approval of the use of Cap Metro BCT funds to supplement Sun Communities' contribution as needed to complete the project.

#### **Budgetary and Fiscal Issues:**

Travis County and Capital Metro are parties to an Interlocal Cooperation Agreement that has been renewed periodically since 1994. The general concept of the Agreement is that Cap Metro provides funds to the County for mobility improvement projects. The program is a non-matching grant. The County has accumulated approximately \$1.8M of BCT funds through savings on past projects, a cancelled project, and interest earned on savings.

Once the Capital Metro Board approves a project list, one-half the total amount is issued to the County. Upon satisfactorily providing Capital Metro with billing information after substantial completion of the projects, the second half of the total is released.

#### **Issues and Opportunities:**

TNR was advised by Cap Metro in Nov 2009 that due to significant declines in sales tax revenues and Capital Metro cash reserves, no BCT funds were budgeted for Travis County in FY 2010. Additionally, with the start of rail operations that benefits Leander and Travis and Williamson Counties no future BCT allocations were planned at that time. Capital Metro also indicated it will honor the balance of any allocations made from prior years.

The most recent Cap Metro Interlocal Agreement requires submittal and additional approvals on projects outstanding after two years of Board approval. This would apply to all funding prior to 2008. This requirement is specific to ensuring that funding is still available for those prior years. Also all projects are to be located in the Cap Metro Service area, which includes Precinct 2.

Completion of this project will improve access to the North East Metro Park. During the past year TNR has been engaged in negotiations with the City of Pflugerville's Economic

Development Corporation for the purpose of facilitating the development of the tract of land located on the south side of Pecan Street between the County's park and SH 130. The discussions focused largely upon resolving a problem of severely restricted access to the tract and the possibility of using a portion of the park property to solve the problem. Development plans for the tracts along Pecan Street to the east and west of the park were presented during negotiations. Regardless of when development occurs next to the park it is apparent from the proposed plans presented by Pflugerville during negotiations that there is a high likelihood the Park's northern entrance will become a bottleneck for park patrons. To mitigate this problem TNR staff investigated the possibility of establishing a second entrance to the Park at its southern boundary where the park fronts onto Killingsworth Lane. This segment of roadway is shown as Wells Branch Parkway in the CAMPO 2035 plan and it is eventually to be improved to a multilane divided arterial that will connect to and ultimately cross SH 130. This project will help to provide Park patrons with a second access onto a major arterial allowing them to avoid anticipated congestion at the existing north entrance road.

The Agreement with Sun Communities was executed prior to the Court's adoption of Guidelines for Public Private Partnership Projects in 2005. The guidelines require the private partner to dedicate all right-of-way within its control and to pay for 50% of the cost of design and construction. The guidelines allow the private party's monetary contribution to be paid in whole or in part by a third party. The Sun Communities Agreement, as amended, is consistent with these guidelines.

On or about April 16, 2001 Sun Communities Texas LP assigned the Construction Agreement that was executed on or about September 28, 1999 to Sun Communities Finance LLC. At this time Sun Communities Finance LLC desires to further assign all liabilities, obligations, and duties under the Construction Agreement to Sun Secured Financing Houston LP. TNR has no objection to this assignment.

**Background:**

On July 19, 1993, Capital Metro's Board of Directors authorized the 10-year Build Greater Austin Program (BGAP). Travis County's share of the BGAP funding amounted to a total of \$4.975 million. Between May 1998 and July 2001 the Court has approved amendments and revisions to this Interlocal Agreement. According to the agreement, candidate projects should conform to the following criteria:

1. Projects must be capital in nature and transportation related.
2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro and the municipality, and/or other financing sources, is encouraged when financially feasible.
5. Project categories include both Street Resurfacing and Transit Capital Improvements.
6. Transit streets have a priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a municipality's transit streets have been resurfaced in the last five years and are judged to be in good condition. Written verification of resurfacing must be submitted.

The Build Central Texas—Suburban Communities Program was established by Capital Metro in FY 2002 to finance transportation projects that are of mutual benefit to Capital Metro and

the respective communities in the Capital Metro Service area. This program has provided Travis County's Precinct Two with over \$6 million since its inception. Many roadway, sidewalk, and trail projects have been funded in this manner.

**Required Authorizations:**

Julie Joe, Assistant County Attorney  
Jessica Rio, Planning and Budget Office

**Attachments:**

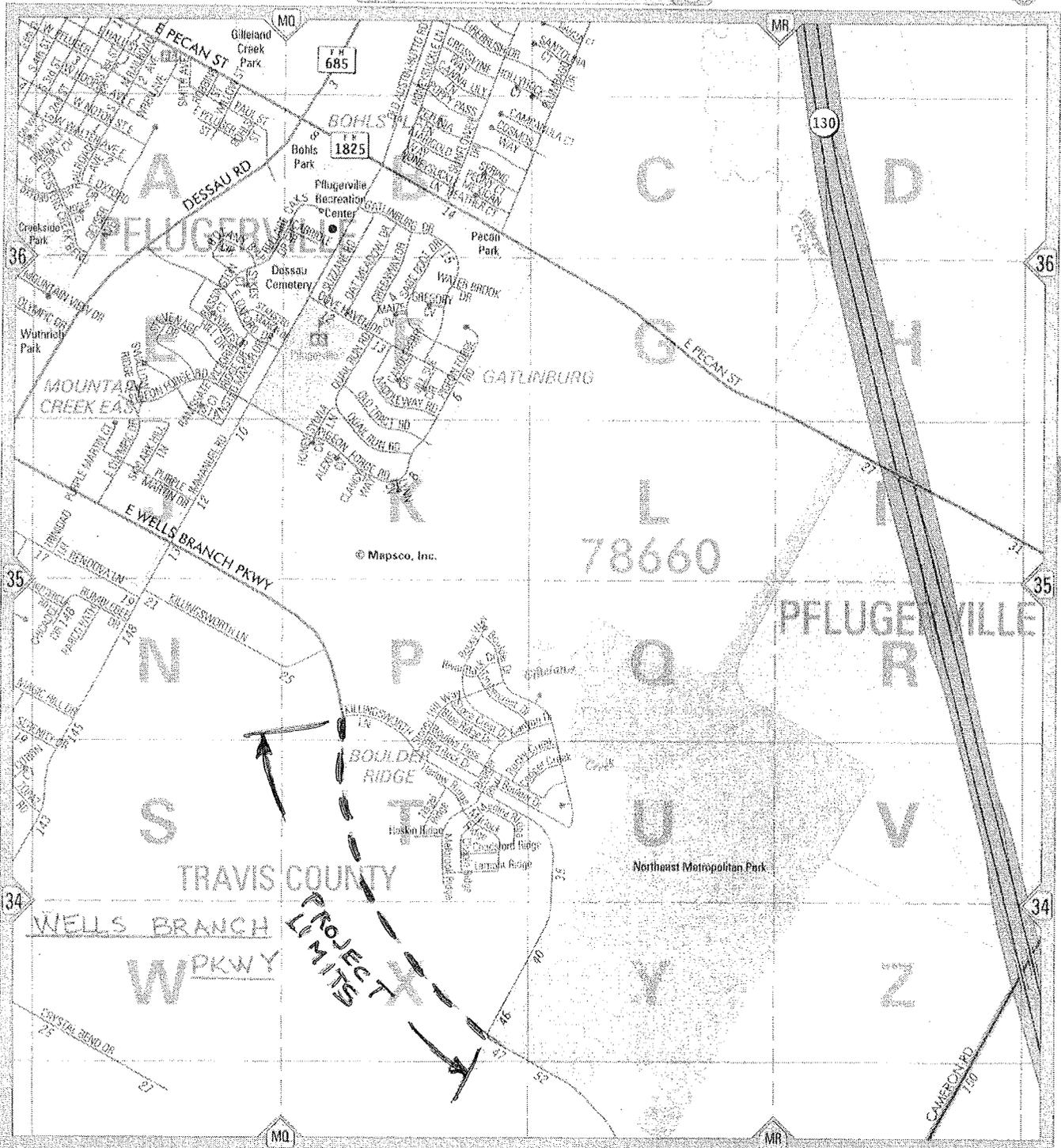
Vicinity Map  
Original Sun Communities Construction Agreement  
Amendment #1 to Construction Agreement  
Assignment of Construction Agreement  
Budget Summary for Capital Metro Grant Programs  
Current Active Project List for Capital Metro Grant Programs

**CC:**

Cynthia McDonald, Donna Williams-Jones and Brunilda Cruz, TNR Financial Services  
Steve Sun, P.E., and Roger Schuck, P.E., TNR Public Works  
LeRoy Click, TNR Planning  
Hannah York, Auditor's Office



CONTINUED ON MAP 438



© Mapsco, Inc.

78660

TRAVIS COUNTY

PROJECT LIMITS

CONTINUED ON MAP 467

CONTINUED ON MAP 498

CONTINUED ON MAP 469



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BOOK PAGE 1130

VICINITY MAP

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is executed by and between Travis County, Texas ("County") and Sun Communities Texas Limited Partnership, a Michigan limited partnership ("Sun").

### Recitals

1. Sun has contracted to purchase approximately 365 acres of land in Travis County, Texas more particularly described by the attached Exhibit "A" (the "Property") from Butler Broadcasting Company, Ltd. ("Seller of the Property"), subject to the right of the Seller of the Property to retain approximately 10 acres out of the Property for a radio tower site.

2. The Property is situated directly across Killingsworth Lane and to the south of Sun's existing Boulder Ridge manufactured housing project ("Existing Boulder Ridge"). Both the Property and the Existing Boulder Ridge are adjacent to the western boundary of the Travis County Northeast Metropolitan Park. The Property is also traversed by the proposed route for the extension of Wells Branch Parkway. The relative locations of the Property, the Existing Boulder Ridge, the Travis County Northeast Metropolitan Park, and the proposed route of the extension of Wells Branch Parkway are illustrated by the attached Exhibit "B".

3. Sun intends to develop the part of the Property which is generally north of the proposed extension of Wells Branch Parkway (sometimes referred to herein as "Boulder Ridge South") as subsequent phases to be added to the Existing Boulder Ridge manufactured housing development, with the remainder of the Property which is generally south of the proposed extension of Wells Branch Parkway being contemplated as an area for development of site-built residential dwellings.

4. Sun desires to obtain water and wastewater service to the Property from the City of Pflugerville so that both the Existing Boulder Ridge and Boulder Ridge South, which are planned to be owned and operated by Sun as a unified development, will have a common source of utility service, and so that utility service will also be available to the remainder of the Property. County has supported Sun in that effort so as to provide for the best overall planning of the Property and of the part of the County surrounding the Property.

5. Contingent upon (a) Sun's being able to obtain water and wastewater service sufficient for its planned development of the Property from the City of Pflugerville, (b) Sun's closing on the purchase of the Property, and (c) compliance with the other provisions of this Agreement, it is agreed and understood that the County and Sun shall perform as set forth below.

### Agreements

#### A. Wells Branch Parkway

1. Simultaneously with its closing on the purchase of the Property, Sun shall dedicate 120 feet of right-of-way through the Property to the County for the extension of Wells Branch Parkway, generally as shown on the attached Exhibit "B". It is

acknowledged that the area of land needed for this right-of-way dedication will be approximately 16 acres.

2. Sun has contractually obligated the Seller of the Property to dedicate the part of the contemplated dedication of right-of-way for Wells Branch Parkway which may be contained within the radio tower site to be retained by the Seller of the Property. Sun will cause that portion of the dedication to occur at its closing on the purchase of the Property as well.
3. Sun and the County will promptly thereafter cooperate to cause the proper construction and pavement of two 12-foot wide lanes, plus 2-foot wide shoulders, and left turn lanes at intersecting streets, for that section of the extension of Wells Branch Parkway which is being dedicated out of the Property by Sun and the Seller of the Property (the "Project"). The division of responsibilities and expenses associated with the Project, and the anticipated timing of the Project (which timing schedule may be modified by agreement of Sun and the Executive Director of the County Transportation and Natural Resources Department if mutually deemed necessary or desirable), shall be as follows:
  - a. County will provide the topographic and other survey work necessary for the design of the Project, as well as for those other portions of the Wells Branch Parkway extension described by Subsection A.5. below, at no expense to Sun. County shall use best efforts to provide this topographic and survey work within three (3) months after the Effective Date of this Agreement.
  - b. Sun shall cause the engineering design of the Project, as well as the design of those other portions of the Wells Parkway extension described by Subsection A.5. below, to be concurrently performed in accordance with County specifications at Sun's expense. Sun shall use best efforts to cause this engineering design to be completed within six (6) months after the Effective Date of this Agreement.
  - c. County shall let a contract for the construction of the Project as a County road construction contract and shall manage the road construction. County shall use best efforts to let the construction contract and begin construction of the Project within one (1) year after the Effective Date of this Agreement. The parties contemplate completion of the Project not later than two (2) years after the Effective Date of this Agreement. The cost of construction of the Project shall be paid by Sun. However, Sun shall not be charged for the County's in-house management of the road construction.

9/28/99

- d. Sun's total cost associated with design and construction of the Project is contemplated to be not more than \$500,000.00. If the lowest responsive and responsible bid for construction of the Project, added to Sun's cost for design of the Project, exceeds \$500,000.00, then in that event Sun may make design changes to reduce construction costs provided that the Project still meets minimum County standards, the County will cooperate with Sun to identify such design changes, and if requested by Sun the County shall then reject all prior bids, shall re-bid the Project, and shall use best efforts to obtain a bid for the construction of the Project within the parameters contemplated by this Agreement. However, the County shall not be required to bid the Project more than twice. Once the contract for the Project is let, change orders affecting the contract price shall be subject to Sun's reasonable approval.
4. After proper construction of the section of Wells Branch Parkway to be built as provided above, the County will accept the same for maintenance.
5. County shall use its best efforts to acquire, through purchase, donation or the exercise of eminent domain, (a) the right-of-way needed for the extension of Wells Branch Parkway from Immanuel Road to the Property and, (b) the right-of-way needed to extend Wells Branch Parkway through a portion of that certain parcel of land owned by Pflugerville Independent School District which is adjacent and to the east of the Property so as to facilitate the proper connection of the proposed Wells Branch Parkway with Killingsworth Lane to the east of the Property, all as shown on the attached Exhibit "B".
6. County shall use its best efforts to cause the construction of those portions of the Wells Branch Parkway extension described by Subsection A.5. above at or about the same time as the construction of that portion of Wells Branch Parkway traversing the Property.
7. Sun has previously deposited the sum of \$90,000.00 with the County pursuant to that certain "Roadway Development Agreement" entered into between Sun and the County on or about September 29, 1998. Said Roadway Development Agreement originally contemplated said funds being used for the upgrade of a low water crossing in Killingsworth Lane, but if desired by the County for use for the construction of that portion of the contemplated extension of Wells Branch Parkway between Immanuel Road and the Property, Sun will allow the \$90,000.00 to be used by Travis County for that purpose. If the \$90,000.00 is used for that purpose, the Roadway Development Agreement of September 29, 1998 shall be of no further force or effect.

**B. Parkland**

1. The approximately 59 acres of what was originally contemplated to be the third phase of the Existing Boulder Ridge development, as shown on the attached Exhibit "B", shall be conveyed to Travis County for the sum of \$1.00 for exclusive use as an addition to the Travis County Northeast Metropolitan Park, simultaneously with Sun's closing on the purchase of the Property.
2. County will accept the conveyance of the approximately 59 acres of land by an instrument in a form reasonably satisfactory to the parties. Sun will provide the legal description of the acreage to be conveyed.

**C. Partial Vacation of Killingsworth Lane.** If request is made by Sun, the County will initiate the statutory process to vacate or otherwise release that portion of Killingsworth Lane which generally lies between the Property and the Existing Boulder Ridge, said section to be vacated being illustrated on the attached Exhibit "B". It is agreed that in determining any consideration which may be required for the vacation or release of the Killingsworth Lane right-of-way, the County shall to the full extent allowed by law take into account the extent to which such consideration is offset, or more than offset, by the value of the Wells Branch Parkway dedication, the parkland dedication, and the road construction expenditures described above.

**D. Trail Construction.** Subject to the availability of funds, and the parkland conveyance described above, County agrees to use its best efforts to construct a recreation trail along the north side of Gilleland Creek adjacent to the existing Boulder Ridge.

**E. Miscellaneous.**

1. Severability. If any portion of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision was never contained in it.
2. Modification. This Agreement may be modified only by written instrument signed by all parties hereto.
3. Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors and assigns.
4. Applicable Law. This Agreement will be construed under the laws of the State of Texas and the obligations of the parties are performable in Travis County, Texas.
5. Notice. Any notice under this Agreement must be in writing and must be sent to the addresses specified below:

If to County: Hon. Samuel T. Biscoe, County Judge  
or his successor  
P. O. Box 1748  
Austin, Texas 78767

With a Copy To: Hon. Ken Oden, County Attorney  
or his successor  
P. O. Box 1748  
Austin, Texas 78767

If to Sun: Mr. Jonathan Colman  
Sr. Vice President  
Sun Communities, Inc.  
31700 Middlebelt Rd., Suite 145  
Farmington Hills, Michigan 48334

With a Copy To: Mr. James M. Nias  
Jackson Walker, L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701

6. Effective Date. This Agreement will become effective on the date ("Effective Date") on which all of the following have occurred:
- a. Execution of this Agreement by the County Judge of Travis County after authorization by a majority of the Travis County Commissioners Court.
  - b. Execution of this Agreement by Sun.
  - c. Execution of a development agreement between Sun and the City of Pflugerville which results in Sun's being able to obtain water and wastewater service sufficient for its planned development of the Property, and the occurrence of all events which make such development agreement effective.
  - d. Approval by the City of Austin and the County of all plat and development approvals required for Sun's planned development of the Property as Boulder Ridge South.
  - e. Sun's closing on the purchase of the Property as witnessed by recordation of the deed thereto in the Real Property Records of Travis County, Texas.

7. This Agreement may be executed in counterparts and the parties may rely on fax signatures to this Agreement the same as if they were originals.

COUNTY:

By: Samuel T. Biscoe  
Samuel T. Biscoe, County Judge

Date: 9-28-99

SUN:

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

7. This Agreement may be executed in counterparts and the parties may rely on fax signatures to this Agreement the same as if the were originals.

COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

SUN:

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation

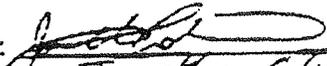
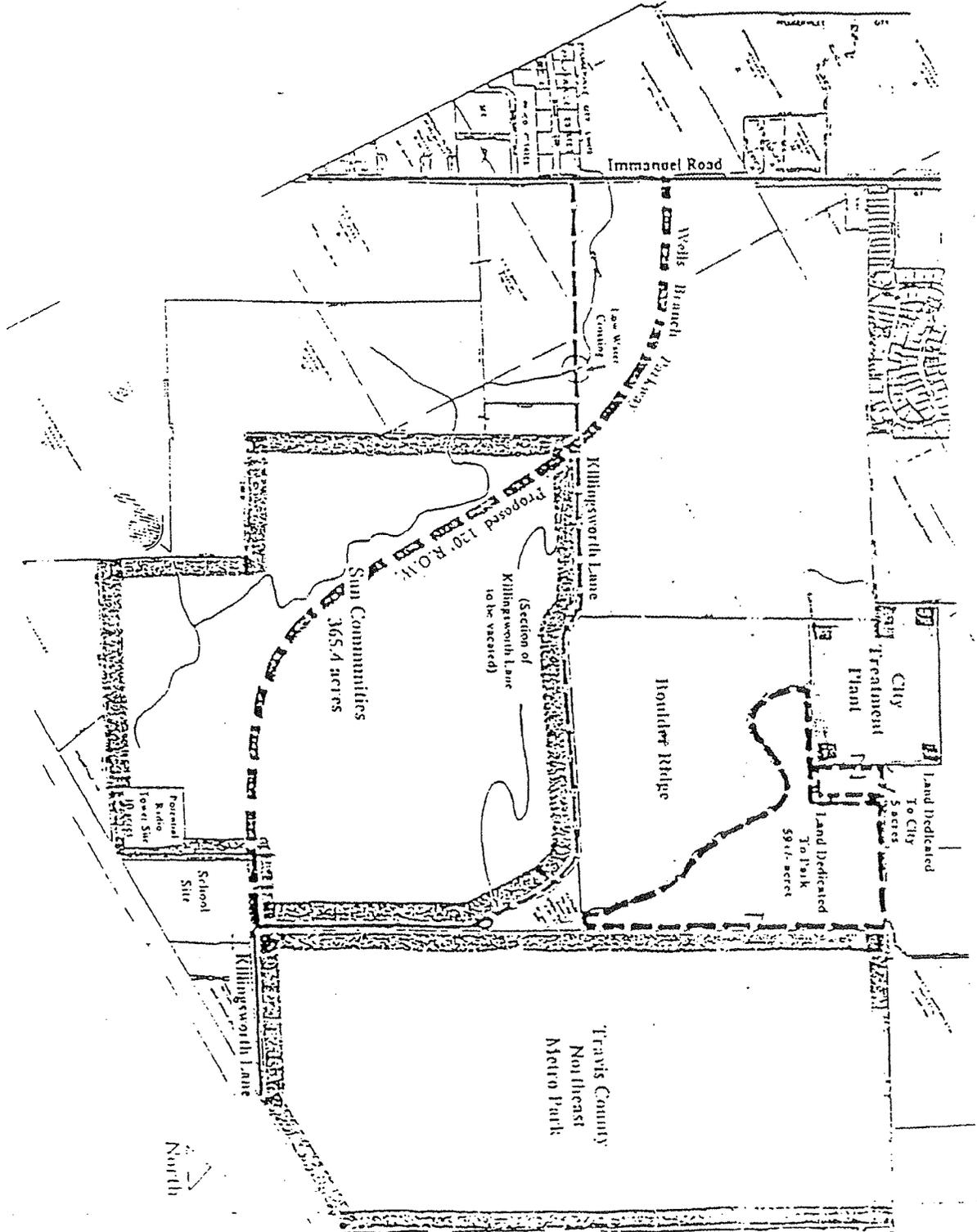
By:   
Name: Jonathan G. L. O.  
Is: Senior Vice President  
Date: 9/28/99

EXHIBIT "A"

That certain 195.21 acres of land described in the deed from Emma Sanders Lawrence to KVET Broadcasting Company, Inc. recorded at Volume 4349, Page 150 of the Real Property Records of Travis County, Texas; and that certain 170.21 acres of land described in the deed from Arnold Arend to KVET Broadcasting, Inc. recorded at Volume 4399, Page 1513 of the Real Property Records of Travis County, Texas.

# EXHIBIT "B"



## FIRST AMENDMENT TO CONSTRUCTION AGREEMENT

This First Amendment to Construction Agreement ("Amendment") is entered into by and between Travis County, Texas ("the County"), Sun Secured Financing Houston Limited Partnership, a Michigan limited partnership, and Sun Communities Texas Limited Partnership, a Michigan limited partnership (sometimes jointly referred to hereafter as "Sun").

WHEREAS, the County and Sun Communities Texas Limited Partnership entered into that certain Construction Agreement dated September 28, 1999 ("the Agreement");

WHEREAS, Sun Communities Texas Limited Partnership assigned the Agreement to Sun Communities Finance, LLC, a Michigan limited liability company, which has already partially performed on the Agreement by dedicating the then agreed amount of right-of-way for Wells Branch Parkway to the County by a Roadway Dedication Deed dated April 16, 2001 and recorded at Document No. 2001058777 of the Official Public Records of Travis County, Texas ("the Original Dedication Deed");

WHEREAS, Sun Communities Finance, LLC subsequently conveyed the land located generally to the north and east of the right-of-way dedicated by the Original Dedication Deed to Sun Secured Financing Houston Limited Partnership and the land located generally to the south and west of the right-of-way dedicated by the Original Dedication Deed to Sun Communities Texas Limited Partnership;

WHEREAS, Sun Communities Finance, LLC has assigned the Agreement to Sun by instrument of even date herewith;

WHEREAS, the County desires to expand the scope of the engineering design work and right-of-way dedication the Agreement requires Sun to do for the extension of Wells Branch Parkway from Immanuel Road to Killingsworth Lane;

WHEREAS, in consideration of Sun dedicating additional right-of-way, the County is willing to take full responsibility for completing the Project and absorb a greater share of engineering and construction costs than the Agreement currently provides;

NOW, THEREFORE, the County and Sun agree to amend the Agreement as provided below.

## Section 1.

- 1.1 Subsection A.1. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun shall dedicate drainage easement and approximately 140 feet of right-of way through the Property to the County for the extension of Wells Branch Parkway, generally as shown on the attached Exhibit "B". To the extent practicable based on sound, reasonable engineering, the County will locate required water quality and detention facilities in an area to the south and west of the proposed Wells Branch Parkway extension to accommodate Sun's request that the facilities be located in an area that has the least impact upon Sun's development. Notwithstanding the foregoing, the Parties agree that the County will make the final determination as to where to locate water quality and detention facilities, subject to Sun's reasonable written approval.

- 1.2 The dedications described in above Subsection 1.1 of this Amendment are subject to Subsections 2.1 through 2.3 of this Amendment below.
- 1.3 Subsection A.3.a of the Agreement is deleted in its entirety and the following is substituted in its place:

County will provide, at no expense to Sun, topographic and updated survey work necessary for (i) the design of the Project, (ii) the additional right-of-way and easements to be conveyed by Sun to the County, and (iii) those other portions of the Wells Branch Parkway extension described by Subsection A.5. below.

- 1.4 Subsection A.3.b. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall cause the engineering design of the Project, as well as the design of the other portions of the Wells Branch Parkway extension described in Subsection A.5. below, to be performed in accordance with County's specifications. The Project shall be designed to accommodate the future expansion of the roadway to six lanes with sidewalks, bike lanes, and water quality and detention facilities. When complete the County shall be responsible for operation and maintenance of the Project. However, Sun may request the County allow shared use of the Project's water quality and detention facilities if Sun submits for approval engineering and construction documents for modifications necessary to accommodate additional flow from Sun's development and if Sun executes all documents required by the County for the construction, operation, and maintenance of the facilities. Such request shall not be unreasonably withheld by the County and Sun shall subsequently be solely responsible for completing the construction of any necessary modifications as well as the proper operation and maintenance of the entire water quality and

detention facility in accordance with the design and intended purpose of the facility.

- 1.5 Subsection A.3.c. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall let a contract for the construction of the Project as a County road construction contract and shall manage the road construction. Sun will not have any responsibility for any aspect of the construction. The County will provide Sun at least quarterly updates as the Project progresses and, except for meetings that involve or include County's legal representatives, the County will give Sun advance notice of meetings between the engineer and the County and the opportunity to attend these meetings.

- 1.6 Subsection A.3.d. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun's total cost associated with the design and construction of the Project shall be \$500,000. The \$500,000 is a cost cap and Sun will not be required to contribute more based on existing or future governmental regulations, guidelines or policies, or as a result of rebidding or redesign as described below. If after completing the design and construction estimate of the Project it is determined that the design and construction costs will exceed the sum of Sun's \$500,000 contribution and the County's available funds for the Project by more than 15% the County may make design changes to reduce construction costs provided that the Project still meets minimum County standards and does not require additional right-of-way or easements to be dedicated by Sun. If after redesigning and bidding the Project the design and construction costs still exceed the sum of Sun's \$500,000 contribution and the County's available funds by more than 15%, the County, in its sole discretion, may reject all bids and either redesign and rebid the Project, seek additional public funding to award the construction contract, or both.

- 1.7 Subsection A.7. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun has previously deposited the sum of \$90,000.00 with the County pursuant to that certain "Roadway Development Agreement" entered into between Sun and the County on or about September 29, 1998. Said Roadway Development Agreement originally contemplated said funds being used for the upgrade of a low water crossing in Killingsworth Lane with an option to use the funds for an extension of Wells Branch Parkway between Immanuel Road and Killingsworth Lane. The \$90,000 has been used for that purpose, and the Roadway Development Agreement of September 29, 1998 is no longer in force or effect.

## Section 2. Miscellaneous

- 2.1 The Parties acknowledge that approximately 120 feet of the 140 feet right-of-way referenced in Subsection A.1. of the Agreement has already been conveyed by or on behalf of Sun by the Original Dedication Deed.
- 2.2 Within 30 days of Sun's written approval of the County's determination of the limits of right-of-way and easements required for the Project, and the County's completion of the dedication documents in a form reasonably acceptable to both Parties, Sun will dedicate to the County approximately 3.5 acres of additional right-of-way and easement, including approximately one acre for water quality and detention purposes. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien, and that the time for delivery of the dedication instruments will be extended as necessary to obtain such consent. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.3 The County agrees that the additional width of right-of-way needed to provide a total right-of-way width of 140 feet shall be taken from the south side of the existing dedication except that deviations from this requirement will be allowed if necessary to align Sun's additional dedications with existing right-of-way dedications on abutting properties. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.4 The County shall use reasonable efforts to cause the engineering design for the Project to be completed within two years after the Effective Date of this Amendment.

- 2.5 Within 30 days after the County notifies Sun that the County has received a responsive and responsible bid on the construction contract, but no sooner than two years after the Effective Date of this Amendment, whichever date is later, Sun must provide to the County the financial contribution of \$500,000 specified in Subsection A.3.d of the Agreement.
- 2.6 Any funds remaining from the \$90,000 referenced in Subsection A.7 of the Agreement, including interest earned on the funds (which interest is estimated to be approximately \$24,000), will be provided to Sun no later than 45 days from Effective Date of this Amendment.
- 2.7 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.8 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.9 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.10 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original, duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

SUN:

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

**ASSIGNMENT OF CONSTRUCTION AGREEMENT**

This Assignment of Construction Agreement (“Assignment”) is executed by Sun Communities Finance, LLC (“Assignor”), Sun Secured Financing Houston Limited Partnership, and Sun Communities Texas Limited Partnership (sometimes jointly referred to hereafter as “Assignee”), for and in consideration of \$10.00 and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are acknowledged and confessed.

WHEREAS, on or about September 28, 1999, Sun Communities Texas Limited Partnership entered into that certain Construction Agreement with the Travis County, Texas, attached hereto as Exhibit “A” (the “Construction Agreement”); and

WHEREAS, Sun Communities Texas Limited Partnership assigned the Construction Agreement to Sun Communities Finance, LLC on or about April 16, 2001; and

WHEREAS, Assignor desires to further assign the Construction Agreement to Assignee;

NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that Assignor does hereby assign the Construction Agreement and all rights of the Assignor thereunder to Assignee, and that Assignee expressly assumes all liabilities, obligations, and duties of the Assignor under the Construction Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ASSIGNOR:**

Sun Communities Finance, LLC,  
a Michigan limited liability company

By: Sun Communities Operating Limited  
Partnership, a Michigan limited partnership,  
as sole member

By: Sun Communities, Inc.,  
a Maryland corporation,  
as general partner

By: \_\_\_\_\_

Name: Jonathan M. Colman

Title: Executive Vice President

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

**ASSIGNEE:**

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

## FIRST AMENDMENT TO CONSTRUCTION AGREEMENT

This First Amendment to Construction Agreement ("Amendment") is entered into by and between Travis County, Texas ("the County"), Sun Secured Financing Houston Limited Partnership, a Michigan limited partnership, and Sun Communities Texas Limited Partnership, a Michigan limited partnership (sometimes jointly referred to hereafter as "Sun").

WHEREAS, the County and Sun Communities Texas Limited Partnership entered into that certain Construction Agreement dated September 28, 1999 ("the Agreement");

WHEREAS, Sun Communities Texas Limited Partnership assigned the Agreement to Sun Communities Finance, LLC, a Michigan limited liability company, which has already partially performed on the Agreement by dedicating the then agreed amount of right-of-way for Wells Branch Parkway to the County by a Roadway Dedication Deed dated April 16, 2001 and recorded at Document No. 2001058777 of the Official Public Records of Travis County, Texas ("the Original Dedication Deed");

WHEREAS, Sun Communities Finance, LLC subsequently conveyed the land located generally to the north and east of the right-of-way dedicated by the Original Dedication Deed to Sun Secured Financing Houston Limited Partnership and the land located generally to the south and west of the right-of-way dedicated by the Original Dedication Deed to Sun Communities Texas Limited Partnership;

WHEREAS, Sun Communities Finance, LLC has assigned the Agreement to Sun by instrument of even date herewith;

WHEREAS, the County desires to expand the scope of the engineering design work and right-of-way dedication the Agreement requires Sun to do for the extension of Wells Branch Parkway from Immanuel Road to Killingsworth Lane;

WHEREAS, in consideration of Sun dedicating additional right-of-way, the County is willing to take full responsibility for completing the Project and absorb a greater share of engineering and construction costs than the Agreement currently provides;

NOW, THEREFORE, the County and Sun agree to amend the Agreement as provided below.

## Section 1.

- 1.1 Subsection A.1. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun shall dedicate drainage easement and approximately 140 feet of right-of way through the Property to the County for the extension of Wells Branch Parkway, generally as shown on the attached Exhibit "B". To the extent practicable based on sound, reasonable engineering, the County will locate required water quality and detention facilities in an area to the south and west of the proposed Wells Branch Parkway extension to accommodate Sun's request that the facilities be located in an area that has the least impact upon Sun's development. Notwithstanding the foregoing, the Parties agree that the County will make the final determination as to where to locate water quality and detention facilities, subject to Sun's reasonable written approval.

- 1.2 The dedications described in above Subsection 1.1 of this Amendment are subject to Subsections 2.1 through 2.3 of this Amendment below.

- 1.3 Subsection A.3.a of the Agreement is deleted in its entirety and the following is substituted in its place:

County will provide, at no expense to Sun, topographic and updated survey work necessary for (i) the design of the Project, (ii) the additional right-of-way and easements to be conveyed by Sun to the County, and (iii) those other portions of the Wells Branch Parkway extension described by Subsection A.5. below.

- 1.4 Subsection A.3.b. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall cause the engineering design of the Project, as well as the design of the other portions of the Wells Branch Parkway extension described in Subsection A.5. below, to be performed in accordance with County's specifications. The Project shall be designed to accommodate the future expansion of the roadway to six lanes with sidewalks, bike lanes, and water quality and detention facilities. When complete the County shall be responsible for operation and maintenance of the Project. However, Sun may request the County allow shared use of the Project's water quality and detention facilities if Sun submits for approval engineering and construction documents for modifications necessary to accommodate additional flow from Sun's development and if Sun executes all documents required by the County for the construction, operation, and maintenance of the facilities. Such request shall not be unreasonably withheld by the County and Sun shall subsequently be solely responsible for completing the construction of any necessary modifications as well as the proper operation and maintenance of the entire water quality and

detention facility in accordance with the design and intended purpose of the facility.

- 1.5 Subsection A.3.c. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall let a contract for the construction of the Project as a County road construction contract and shall manage the road construction. Sun will not have any responsibility for any aspect of the construction. The County will provide Sun at least quarterly updates as the Project progresses and, except for meetings that involve or include County's legal representatives, the County will give Sun advance notice of meetings between the engineer and the County and the opportunity to attend these meetings.

- 1.6 Subsection A.3.d. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun's total cost associated with the design and construction of the Project shall be \$500,000. The \$500,000 is a cost cap and Sun will not be required to contribute more based on existing or future governmental regulations, guidelines or policies, or as a result of rebidding or redesign as described below. If after completing the design and construction estimate of the Project it is determined that the design and construction costs will exceed the sum of Sun's \$500,000 contribution and the County's available funds for the Project by more than 15% the County may make design changes to reduce construction costs provided that the Project still meets minimum County standards and does not require additional right-of-way or easements to be dedicated by Sun. If after redesigning and bidding the Project the design and construction costs still exceed the sum of Sun's \$500,000 contribution and the County's available funds by more than 15%, the County, in its sole discretion, may reject all bids and either redesign and rebid the Project, seek additional public funding to award the construction contract, or both.

- 1.7 Subsection A.7. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun has previously deposited the sum of \$90,000.00 with the County pursuant to that certain "Roadway Development Agreement" entered into between Sun and the County on or about September 29, 1998. Said Roadway Development Agreement originally contemplated said funds being used for the upgrade of a low water crossing in Killingsworth Lane with an option to use the funds for an extension of Wells Branch Parkway between Immanuel Road and Killingsworth Lane. The \$90,000 has been used for that purpose, and the Roadway Development Agreement of September 29, 1998 is no longer in force or effect.

## Section 2. Miscellaneous

- 2.1 The Parties acknowledge that approximately 120 feet of the 140 feet right-of-way referenced in Subsection A.1. of the Agreement has already been conveyed by or on behalf of Sun by the Original Dedication Deed.
- 2.2 Within 30 days of Sun's written approval of the County's determination of the limits of right-of-way and easements required for the Project, and the County's completion of the dedication documents in a form reasonably acceptable to both Parties, Sun will dedicate to the County approximately 3.5 acres of additional right-of-way and easement, including approximately one acre for water quality and detention purposes. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien, and that the time for delivery of the dedication instruments will be extended as necessary to obtain such consent. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.3 The County agrees that the additional width of right-of-way needed to provide a total right-of-way width of 140 feet shall be taken from the south side of the existing dedication except that deviations from this requirement will be allowed if necessary to align Sun's additional dedications with existing right-of-way dedications on abutting properties. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.4 The County shall use reasonable efforts to cause the engineering design for the Project to be completed within two years after the Effective Date of this Amendment.

- 2.5 Within 30 days after the County notifies Sun that the County has received a responsive and responsible bid on the construction contract, but no sooner than two years after the Effective Date of this Amendment, whichever date is later, Sun must provide to the County the financial contribution of \$500,000 specified in Subsection A.3.d of the Agreement.
- 2.6 Any funds remaining from the \$90,000 referenced in Subsection A.7 of the Agreement, including interest earned on the funds (which interest is estimated to be approximately \$24,000), will be provided to Sun no later than 45 days from Effective Date of this Amendment.
- 2.7 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.8 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.9 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.10 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original, duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

SUN:

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

**ASSIGNMENT OF CONSTRUCTION AGREEMENT**

This Assignment of Construction Agreement (“Assignment”) is executed by Sun Communities Finance, LLC (“Assignor”), Sun Secured Financing Houston Limited Partnership, and Sun Communities Texas Limited Partnership (sometimes jointly referred to hereafter as “Assignee”), for and in consideration of \$10.00 and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are acknowledged and confessed.

WHEREAS, on or about September 28, 1999, Sun Communities Texas Limited Partnership entered into that certain Construction Agreement with the Travis County, Texas, attached hereto as Exhibit “A” (the “Construction Agreement”); and

WHEREAS, Sun Communities Texas Limited Partnership assigned the Construction Agreement to Sun Communities Finance, LLC on or about April 16, 2001; and

WHEREAS, Assignor desires to further assign the Construction Agreement to Assignee;

NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that Assignor does hereby assign the Construction Agreement and all rights of the Assignor thereunder to Assignee, and that Assignee expressly assumes all liabilities, obligations, and duties of the Assignor under the Construction Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ASSIGNOR:**

Sun Communities Finance, LLC,  
a Michigan limited liability company

By: Sun Communities Operating Limited  
Partnership, a Michigan limited partnership,  
as sole member

By: Sun Communities, Inc.,  
a Maryland corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

**ASSIGNEE:**

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_

Name: Jonathan M. Colman

Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_

Name: Jonathan M. Colman

Title: Executive Vice President

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

## FIRST AMENDMENT TO CONSTRUCTION AGREEMENT

This First Amendment to Construction Agreement ("Amendment") is entered into by and between Travis County, Texas ("the County"), Sun Secured Financing Houston Limited Partnership, a Michigan limited partnership, and Sun Communities Texas Limited Partnership, a Michigan limited partnership (sometimes jointly referred to hereafter as "Sun").

WHEREAS, the County and Sun Communities Texas Limited Partnership entered into that certain Construction Agreement dated September 28, 1999 ("the Agreement");

WHEREAS, Sun Communities Texas Limited Partnership assigned the Agreement to Sun Communities Finance, LLC, a Michigan limited liability company, which has already partially performed on the Agreement by dedicating the then agreed amount of right-of-way for Wells Branch Parkway to the County by a Roadway Dedication Deed dated April 16, 2001 and recorded at Document No. 2001058777 of the Official Public Records of Travis County, Texas ("the Original Dedication Deed");

WHEREAS, Sun Communities Finance, LLC subsequently conveyed the land located generally to the north and east of the right-of-way dedicated by the Original Dedication Deed to Sun Secured Financing Houston Limited Partnership and the land located generally to the south and west of the right-of-way dedicated by the Original Dedication Deed to Sun Communities Texas Limited Partnership;

WHEREAS, Sun Communities Finance, LLC has assigned the Agreement to Sun by instrument of even date herewith;

WHEREAS, the County desires to expand the scope of the engineering design work and right-of-way dedication the Agreement requires Sun to do for the extension of Wells Branch Parkway from Immanuel Road to Killingsworth Lane;

WHEREAS, in consideration of Sun dedicating additional right-of-way, the County is willing to take full responsibility for completing the Project and absorb a greater share of engineering and construction costs than the Agreement currently provides;

NOW, THEREFORE, the County and Sun agree to amend the Agreement as provided below.

## Section 1.

- 1.1 Subsection A.1. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun shall dedicate drainage easement and approximately 140 feet of right-of way through the Property to the County for the extension of Wells Branch Parkway, generally as shown on the attached Exhibit "B". To the extent practicable based on sound, reasonable engineering, the County will locate required water quality and detention facilities in an area to the south and west of the proposed Wells Branch Parkway extension to accommodate Sun's request that the facilities be located in an area that has the least impact upon Sun's development. Notwithstanding the foregoing, the Parties agree that the County will make the final determination as to where to locate water quality and detention facilities, subject to Sun's reasonable written approval.

- 1.2 The dedications described in above Subsection 1.1 of this Amendment are subject to Subsections 2.1 through 2.3 of this Amendment below.

- 1.3 Subsection A.3.a of the Agreement is deleted in its entirety and the following is substituted in its place:

County will provide, at no expense to Sun, topographic and updated survey work necessary for (i) the design of the Project, (ii) the additional right-of-way and easements to be conveyed by Sun to the County, and (iii) those other portions of the Wells Branch Parkway extension described by Subsection A.5. below.

- 1.4 Subsection A.3.b. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall cause the engineering design of the Project, as well as the design of the other portions of the Wells Branch Parkway extension described in Subsection A.5. below, to be performed in accordance with County's specifications. The Project shall be designed to accommodate the future expansion of the roadway to six lanes with sidewalks, bike lanes, and water quality and detention facilities. When complete the County shall be responsible for operation and maintenance of the Project. However, Sun may request the County allow shared use of the Project's water quality and detention facilities if Sun submits for approval engineering and construction documents for modifications necessary to accommodate additional flow from Sun's development and if Sun executes all documents required by the County for the construction, operation, and maintenance of the facilities. Such request shall not be unreasonably withheld by the County and Sun shall subsequently be solely responsible for completing the construction of any necessary modifications as well as the proper operation and maintenance of the entire water quality and

detention facility in accordance with the design and intended purpose of the facility.

- 1.5 Subsection A.3.c. of the Agreement is deleted in its entirety and the following is substituted in its place:

County shall let a contract for the construction of the Project as a County road construction contract and shall manage the road construction. Sun will not have any responsibility for any aspect of the construction. The County will provide Sun at least quarterly updates as the Project progresses and, except for meetings that involve or include County's legal representatives, the County will give Sun advance notice of meetings between the engineer and the County and the opportunity to attend these meetings.

- 1.6 Subsection A.3.d. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun's total cost associated with the design and construction of the Project shall be \$500,000. The \$500,000 is a cost cap and Sun will not be required to contribute more based on existing or future governmental regulations, guidelines or policies, or as a result of rebidding or redesign as described below. If after completing the design and construction estimate of the Project it is determined that the design and construction costs will exceed the sum of Sun's \$500,000 contribution and the County's available funds for the Project by more than 15% the County may make design changes to reduce construction costs provided that the Project still meets minimum County standards and does not require additional right-of-way or easements to be dedicated by Sun. If after redesigning and bidding the Project the design and construction costs still exceed the sum of Sun's \$500,000 contribution and the County's available funds by more than 15%, the County, in its sole discretion, may reject all bids and either redesign and rebid the Project, seek additional public funding to award the construction contract, or both.

- 1.7 Subsection A.7. of the Agreement is deleted in its entirety and the following is substituted in its place:

Sun has previously deposited the sum of \$90,000.00 with the County pursuant to that certain "Roadway Development Agreement" entered into between Sun and the County on or about September 29, 1998. Said Roadway Development Agreement originally contemplated said funds being used for the upgrade of a low water crossing in Killingsworth Lane with an option to use the funds for an extension of Wells Branch Parkway between Immanuel Road and Killingsworth Lane. The \$90,000 has been used for that purpose, and the Roadway Development Agreement of September 29, 1998 is no longer in force or effect.

## Section 2. Miscellaneous

- 2.1 The Parties acknowledge that approximately 120 feet of the 140 feet right-of-way referenced in Subsection A.1. of the Agreement has already been conveyed by or on behalf of Sun by the Original Dedication Deed.
- 2.2 Within 30 days of Sun's written approval of the County's determination of the limits of right-of-way and easements required for the Project, and the County's completion of the dedication documents in a form reasonably acceptable to both Parties, Sun will dedicate to the County approximately 3.5 acres of additional right-of-way and easement, including approximately one acre for water quality and detention purposes. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien, and that the time for delivery of the dedication instruments will be extended as necessary to obtain such consent. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.3 The County agrees that the additional width of right-of-way needed to provide a total right-of-way width of 140 feet shall be taken from the south side of the existing dedication except that deviations from this requirement will be allowed if necessary to align Sun's additional dedications with existing right-of-way dedications on abutting properties. The County and Sun acknowledge and understand that the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership is currently subject to a mortgage lien held by Fannie Mae, a U.S. government sponsored enterprise, and that any dedications from the part of the Property currently owned by Sun Secured Financing Houston Limited Partnership will require the lienholder's consent if the mortgage lien is still in effect, whether the mortgage lien be held by Fannie Mae or by a future assignee of the mortgage lien. Sun shall use commercially reasonable efforts to obtain the consent, if needed. The County may terminate this Agreement and reallocate any bond funding for the Project to other County projects if Sun fails, after making commercially reasonable efforts, to obtain any required consent from a lienholder.
- 2.4 The County shall use reasonable efforts to cause the engineering design for the Project to be completed within two years after the Effective Date of this Amendment.

- 2.5 Within 30 days after the County notifies Sun that the County has received a responsive and responsible bid on the construction contract, but no sooner than two years after the Effective Date of this Amendment, whichever date is later, Sun must provide to the County the financial contribution of \$500,000 specified in Subsection A.3.d of the Agreement.
- 2.6 Any funds remaining from the \$90,000 referenced in Subsection A.7 of the Agreement, including interest earned on the funds (which interest is estimated to be approximately \$24,000), will be provided to Sun no later than 45 days from Effective Date of this Amendment.
- 2.7 Capitalized terms used in this Amendment that are not specifically defined in this Amendment have the meanings specified in the Agreement.
- 2.8 Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
- 2.9 This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.
- 2.10 A telecopied facsimile of a duly executed counterpart of this Amendment will be sufficient to evidence the binding agreement of each party to the terms of this Amendment. However, the Parties each agree to promptly return an original, duly executed counterpart of this Amendment following the delivery of a telecopied facsimile.

IN WITNESS WHEREOF, the Parties have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

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

SUN:

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

### ASSIGNMENT OF CONSTRUCTION AGREEMENT

This Assignment of Construction Agreement ("Assignment") is executed by Sun Communities Finance, LLC ("Assignor"), Sun Secured Financing Houston Limited Partnership, and Sun Communities Texas Limited Partnership (sometimes jointly referred to hereafter as "Assignee"), for and in consideration of \$10.00 and other good and valuable consideration paid to Assignor by Assignee, the receipt and sufficiency of which are acknowledged and confessed.

WHEREAS, on or about September 28, 1999, Sun Communities Texas Limited Partnership entered into that certain Construction Agreement with the Travis County, Texas, attached hereto as Exhibit "A" (the "Construction Agreement"); and

WHEREAS, Sun Communities Texas Limited Partnership assigned the Construction Agreement to Sun Communities Finance, LLC on or about April 16, 2001; and

WHEREAS, Assignor desires to further assign the Construction Agreement to Assignee;

NOW THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that Assignor does hereby assign the Construction Agreement and all rights of the Assignor thereunder to Assignee, and that Assignee expressly assumes all liabilities, obligations, and duties of the Assignor under the Construction Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ASSIGNOR:**

Sun Communities Finance, LLC,  
a Michigan limited liability company

By: Sun Communities Operating Limited  
Partnership, a Michigan limited partnership,  
as sole member

By: Sun Communities, Inc.,  
a Maryland corporation,  
as general partner

By: \_\_\_\_\_  
Name: Jonathan M. Colman  
Title: Executive Vice President

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

**ASSIGNEE:**

Sun Secured Financing Houston Limited Partnership,  
a Michigan limited partnership

By: Sun Secured Financing GP, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_

Name: Jonathan M. Colman

Title: Executive Vice President

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

Sun Communities Texas Limited Partnership,  
a Michigan limited partnership

By: Sun Texas QRS, Inc.,  
a Michigan corporation,  
as general partner

By: \_\_\_\_\_

Name: Jonathan M. Colman

Title: Executive Vice President

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

**TRAVIS COUNTY - TNR  
CAPITAL METRO GRANT BUDGET SUMMARY**

<b>Program</b>	<b>Budget</b>	<b>Spent to Date</b>	<b>Remaining</b>
BGAP 1991 to 2001	\$ 4,975,825	\$ 4,911,810	\$ 64,015
<b>SUBTOTAL</b>	<b>\$ 4,975,825</b>	<b>\$ 4,911,810</b>	<b>\$ 64,015</b>
BCT 2002 to 2009	\$ 3,668,366	\$ 2,008,276	\$ 1,660,090
1/4 Cent	\$ 1,656,367	\$ 1,497,422	\$ 158,945
Regional Mobility	\$ 750,000	\$ 750,000	-
<b>SUBTOTAL</b>	<b>\$ 6,074,733</b>	<b>\$ 4,255,698</b>	<b>\$ 1,819,035</b>
Accrued Interest	\$ 427,343	\$ 275,921	\$ 151,422
<b>SUBTOTAL</b>	<b>\$ 427,343</b>	<b>\$ 275,921</b>	<b>\$ 151,422</b>
<b>OVERALL TOTAL</b>	<b>\$ 11,477,901</b>	<b>\$ 9,443,429</b>	<b>\$ 2,034,472</b>

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\GRANTS\GRANTS\CAPITAL METRO BCT (Formerly BGAP)\[Cap Metro Grant Budgets.xls]Sheet1

TRAVIS COUNTY - TNR  
CAPITAL METRO GRANT PROGRAMS - ACTIVE PROJECT LIST

PROJECT	DESCRIPTION	BUILD	1/4 CENT	REGIONAL	PROJECT'S	TOTAL	PROJECT'S	FUNDS		PROJECT STATUS
		CENTRAL TX GRANT BUDGET	GRANT BUDGET	MOBILITY GRANT BUDGET	TOTAL BEGINNING BUDGET	PROJECT COSTS TO DATE	BGT LESS TOTAL COSTS	ON HOLD	Savings	
<b>OBLIGATIONS</b>										
Killingsworth Lane Realignment/Wells Branch Pkwy	Realignment of Killingsworth Lane to tie in with extension of Wells Branch Parkway and extension of Wells Branch Pkwy from Immanuel to SH 130	2,075,893	158,944	-	2,234,837	426,674	1,808,163	1,808,163		Preliminary design, right of way and 2 lanes of construction complete for Killingsworth section of project. Rest of project being scoped along with developer agreement(s)
Natural Spring Way 2 lots, mid block	6' Sidewalk	1,600	-	-	1,600	-	1,600	1,600		Researching status of project
Gattis School Road Prelim. Design	Preliminary Design	874,506	-	-	874,506	844,263	30,244	30,244		Under construction, substantially complete
Active School Zone Pilot Program	Install active school zone signs @ Graham Elementary & Wells Branch Library	25,000	-	-	25,000	9,500	15,500	15,500		Have purchased 2 3M Driver Feedback signs for Wells Branch. Graham did not install because expect it to be annexed in and there are no safety issues. Working with traffic engineering division on other sign acquisitions/sites.
Wells Branch Pkwy/ Thermal Drive Sidewalks	ADA Retrofits	680,577	190,938	-	871,515	692,597	178,918	178,918		Under construction
Gilleland Trail Phase II	NE Park to Pflugerville City Limits	122,654	-	-	122,654	122,654	-	-		Project complete
Ferguson/Tuscany Way	Road Construction	-	-	750,000	750,000	749,952	48	48		Under construction
<b>Totals</b>		<b>3,780,229</b>	<b>349,882</b>	<b>750,000</b>	<b>4,880,111</b>	<b>2,845,639</b>	<b>2,034,472</b>	<b>2,034,472</b>		

BCT Grant Year	Amt Remaining	
1995	\$ 31,675	
1999	\$ 29,179	
2000	\$ 3,153	
2002	\$ 3,600	
2003	\$ 18	
2004	\$ 19,292	
2005	\$ 26,452	
2006	\$ 326,590	
2007	\$ 463,190	
2008	\$ 429,796	
2009	\$ 542,532	
<b>Total</b>	<b>\$ 1,875,478</b>	<b>Build Central Texas</b>
2003	\$ 37,237	1/4 Cent
2004	\$ 121,709	1/4 Cent
2002	\$ 48	Regional Mobility
<b>Overall Total</b>	<b>\$ 2,034,472</b>	

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\GRANTS\GRANTS\CAPITAL METRO BCT (Formerly BGAP)\FY2010 BCT (formerly BGAP) Summary May 2010.xls] ACTIVE PROJECTS

**Travis County Commissioners Court Agenda Request**Voting Session: October 26, 2010  
(Date)Work Session: \_\_\_\_\_  
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

Consider and take appropriate action on a request to approve the certificate of exemption for the environmental assessment expenses for land acquisition funded through the Community Development Block Grant available from the United States Department of Housing and Urban Development.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request  
(Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- |  |  |
|--|--|
| Mary Etta Gerhardt, Assistant County Attorney  | Janice Cohoon, Auditor's Office            |
| Rodney Rhoades, PBO                            | Steven Manilla, TNR                        |
| Travis Gatlin, PBO                             | Lee Turner, TNR                            |
| Susan Spataro, Travis County Auditor           | Cyd Grimes, Travis County Purchasing Agent |
| DeDe Bell, Auditor's Office                    | Jon White, TNR                             |
| Christy Moffett, HHS/VS                        | Joe Gieselman, TNR                         |
| Christopher Gilmore, Assistant County Attorney | Kathleen Haas, HHS                         |

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

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

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

**MEMORANDUM**

**Date:** October 26, 2010

**To:** Members of the Commissioners Court

**From:**   
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service

**Subject:** Community Development Block Grant (CDBG) Environmental Clearance  
for the Environmental Assessment for the 4 Lot Land Acquisition Project

**Proposed Motion:**

Consider and take appropriate action on a request to approve the certificate of exemption for the environmental assessment expenses for land acquisition funded through the Community Development Block Grant available from the United States Department of Housing and Urban Development.

**Summary and Staff Recommendations:**

Staff recommends the approval of the certification of exemption to complete the environmental assessment for four lots on Bartney Cove in the Gilbert Lane Subdivision in eastern Travis County. As outlined in 24 CFR Part 58.34(a)(4), the environmental assessment study costs are exempt from environmental assessment. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents provided as attachments to the memo.

**Budgetary and Fiscal Impacts:**

Completion of the exemptions allows Travis County to move forward with a contract modification with the environmental consultant to complete the environmental assessment. Any dollars expended for this work prior to the full execution of the exemption form are ineligible for reimbursement.

The consultant, who completed the original study for 27 lots on Bartney Cove, has provided a quote for the additional four lot study. A contract modification will soon follow through the Purchasing Office.

Funds for the environmental study totaling \$4,613 will come from the cost savings of the PY08 land acquisition project.

**Issues and Opportunities:**

Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standards.

A substantial amendment must be completed to provide funding for the new land acquisition project, however, the County may complete the environmental review and amendment concurrently to expedite the acquisition. If the substantial amendment is not approved, the funds can be reclassified to administration and planning expense.

**Background:**

In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58." In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13." In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- (a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- (b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

In the past, the County Attorney's Office has determined that the County Judge is identified as the Certifying Official; and is therefore responsible for signing the forms on behalf of the County.

On 9/21/10, the Commissioners Court directed CDBG staff to locate funding the for the additional 4 lot acquisition.



# \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**Voting Session: October 26, 2010  
(Date)Work Session: \_\_\_\_\_  
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

Consider and take appropriate action on items related to the Program Year 2009 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to approve December 1, 2010 through December 15, 2010 as the 15- day public comment period for the public to review and comment on the draft;
- B. Request to approve a public hearing date on December 7, 2010, to receive public comment; and
- C. Request to approve the advertisement announcing, in newspapers of general circulation, the public hearing date and the 15-day public comment period.

Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- |  |                                 |
|--|---------------------------------|
| Rodney Rhoades, PBO                          | Travis Gatlin, PBO              |
| Susan Spataro, Auditor's Office              | Steven Manilla, TNR             |
| Janice Cohoon, Auditor's Office              | Joe Gieselman, TNR              |
| DeDe Bell, Auditor's Office                  | Jason Walker, Purchasing Office |
| Mary Etta Gerhardt, County Attorney's Office | Jane Prince Maclean, HHS/VS     |
| Jim Lerhman, HHS/VS                          | Cyd Grimes, Purchasing Office   |
| Lee Turner, TNR                              | Christy Moffett, HHSVS          |

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE:** This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

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

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

**MEMORANDUM**

**Date:** October 19, 2010

**To:** Members of the Commissioners Court

**From:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service

**Subject:** Community Development Block Grant (CDBG) Annual Report Public Comment Period

**Proposed Motion:**

Consider and take appropriate action on items related to the Program Year 2009 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development (HUD):

- A. Request to approve December 1, 2010 through December 15, 2010 as the 15-day public comment period for the public to review and comment on the draft;
- B. Request to approve a public hearing date on December 7, 2010, to receive public comment; and
- C. Request to approve the advertisement announcing, in newspapers of general circulation, the public hearing date and the 15-day public comment period.

## **Summary and Staff Recommendations:**

- A.** Each year HUD requires grantees to develop an annual report that documents progress and accomplishments of the CDBG projects and the CDBG program as a whole. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is due 90 days after program year completion or December 30th of each year.

To be in compliance with the requirements of 24 Code of Federal Regulation (CFR) Part 91 and with Travis County's Citizen Participation Plan (CPP), the public must have a 15-day period to provide comment on the CAPER.

The following timeline is recommended for the development and approval of the PY09 CAPER. (Refer to Attachment A for a more detailed schedule for the development and approval of the CAPER).

- Approval of the draft of the CAPER by Commissioners Court on November 30, 2010
- Approval of the final CAPER by Commissioners Court on December 21, 2010.
- The final Submission to HUD on December 22, 2010.

Staff recommends approval of the 15-day public comment period from December 1, 2010 to December 15, 2010.

- B.** Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 15-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

Staff recommends approval of the public hearing date to be on December 7, 2010.

- C.** Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for the PY 2009 CAPER.

The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English: The Austin Chronicle, Manor Messenger, Pflugerville Pflag, Hill Country News, Lake Travis View, North Lake Travis Log, Oak Hill Gazette and West Lake Picayune

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo* .

Please see Attachment A for the proposed advertisement in English.

**Budgetary and Fiscal Impacts:**

- A. N/A
- B. N/A
- C. At present, the grant agreement with HUD for the PY 2010 program year has not been executed due to a normal delay by HUD. On 09/28/10 the Commissioners Court approved the CDBG's use of existing resources within the Health and Human Services Executive Manager's general fund budget until the grant agreement is executed. These costs will be reclassified into the grant once the grant agreement is approved and the budget for the 2010 program year is set up.

**Issues and Opportunities:**

The CAPER provides an opportunity to assess program effectiveness and to keep the public informed of progress to date.

**Background:**

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government through the U.S Department of Housing and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of 15 days.

## Attachment A

### Travis County CDBG Fall 2010 Work-Plan: Development of PY09 CAPER

OCTOBER							
S	M	T	W	T	F	S	
					1	2	Oct
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	Send e-mail to project managers and other departments asking for info needed for CAPER
24	25	26	27	28	29	30	
30							Turn in back up for advertisements and Public Comment.

NOVEMBER								Nov
S	M	T	W	T	F	S		
							TCCC Approve advertisements & PC period	2
	1	2	3	4	5	6	Advertisements in papers by the 12th	12
7	8	9	10	11	12	13	Deadline for collecting info from other departments	12
14	15	16	17	18	19	20	Turn in back-up for CAPER draft (Draft of CAPER ready)	23
21	22	23	24	25	26	27		
28	29	30					TCCC approve CAPER Draft	30

DECEMBER								Dec
S	M	T	W	T	F	S		
			1	2	3	4	Public Comment period begins	1
5	6	7	8	9	10	11	Public Hearing at the TCCC	7
12	13	14	15	16	17	18	Public Comment period ends	15
19	20	21	22	23	24	25	Turn-in back-up for final CAPER	14
26	27	28	29	30	31		Approve final CAPER	21
							Submit CAPER to HUD	22

## Attachment B



### Travis County Community Development Block Grant (CDBG) Program Public Notice: Invitation to Comment on the Draft of the Program Year 2009 CDBG Annual Report

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG) Program, Travis County will make available to the public its Program Year 2009 CDBG annual report known as the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2009 to September 30, 2010, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

#### Comment Period and Draft Document

Comments will be accepted for 15 days beginning December 1, 2010 at 8:00 a.m. and ending December 15, 2010 at 5:00 p.m. Beginning December 1, 2010, a draft document will be available for download on the Travis County CDBG page [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

#### Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 7, 2010 at 9:00 a.m. at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX.

#### Mailing Comments

The public can also mail their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or or e-mail them to Christy Moffett at [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

**Travis County Commissioners Court Agenda Request**Voting Session: October 26, 2010  
(Date)Work Session: \_\_\_\_\_  
(Date)

- I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)
- B. Requested Text:

Consider and take appropriate action regarding approval of the Program Year 2010 Community Development Block Grant Agreement provided by the United States Department of Housing and Urban Development.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request  
(Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:
- |  |  |
|--|--|
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| Rodney Rhoades, PBO                            | Steven Manilla, TNR                        |
| Travis Gattin, PBO                             | Lee Turner, TNR                            |
| Susan Spataro, Travis County Auditor           | Cyd Grimes, Travis County Purchasing Agent |
| DeDe Bell, Auditor's Office                    | Donna Williams Jones, TNR                  |
| Christy Moffett, HHS/VS                        | Joe Gieselman, TNR                         |
| Christopher Gilmore, Assistant County Attorney | Kathleen Haas, HHS                         |
| Jessica Rio, PBO                               | Cynthia McDonald, TNR                      |
| Caula McMarion, HHS/VS                         | Jim Lehrman, HHS/VS                        |
| Jane Prince Maclean, HHS/VS                    |  |

- III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



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

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

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

**MEMORANDUM**

**Date:** October 19, 2010

**To:** Members of the Commissioners Court

**From:**   
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service

**Subject:** Community Development Block Grant (CDBG) Program Year 2010 Grant Agreement

**Proposed Motion:**

Consider and take appropriate action regarding approval of the Program Year 2010 Community Development Block Grant Agreement provided by the United States Department of Housing and Urban Development.

**Summary and Staff Recommendations:**

Staff recommends the approval of the PY 2010 CDBG grant agreement with HUD, which will allow staff to implement the approved PY 2010 Action Plan. The County Attorney's office has reviewed and approved the agreement. The Auditor's Office has the agreement under review; however, the CDBG Office anticipates their approval prior to October 26, 2010, as this agreement is the same one provided for the previous four years.

The HUD letter and grant agreement are attached with one addition to the grant agreement: Per the County Attorney's office request, "by" was added to the signature line. HUD recognizes the County Judge as the certifying official for all transactions unless the Commissioners Court delegates the responsibility to someone else.

### **Budgetary and Fiscal Impacts:**

Executing the agreement allows the County to have access to \$942,749 in federal funding and to implement the projects approved for PY 2010.

### **Issues and Opportunities:**

The letter has one administrative error, which states that the County receives two formula grants, however, the County only receives one. HUD has acknowledged this error in writing on 10/20/10.

CDBG staff is responding to the two action items in the letter regarding a copy of the amended Citizen Participation Plan and the census tract information on one of the alternate projects.

With the execution of this agreement, the County assumes HUD's responsibility for all environmental reviews with any HUD funding source within the County, but outside the City of Austin.

Please note that the letter does not refer to the County's timeliness in spending. As of 10/18/10, the County achieved compliance with timeliness by completing the land acquisition project in partnership with Austin Habitat for Humanity, and having a ratio of 1.5 or less. The County's ratio is currently 1.22.

The County has 60 days to execute the agreement from the date of the letter or forfeit funds.

### **Background:**

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons. HUD approved Travis County's 2006-2010 Consolidated Plan for the CDBG program in December 2006.



OCT 7 2010

U.S. Department of Housing and Urban Development  
 San Antonio Field Office, Region VI  
 Office of Community Planning and Development  
 One Alamo Center  
 106 South St. Mary's Street, Suite 405  
 San Antonio, Texas 78205-3601  
 Phone: (210) 475-6800 Fax: (210) 472-6805  
[www.hud.gov](http://www.hud.gov) [www.cspanol.hud.gov](http://www.cspanol.hud.gov)

Honorable Samuel T. Biscoe  
 Judge of Travis County  
 314 West 1<sup>st</sup> Street, Suite 250  
 Austin, TX 78701

Dear Judge Biscoe:

**SUBJECT: Approval of 2010 One-Year Action Plan Submission Community Planning and Development (CDBG) B-10-UC-48-0503**

Thank you for your timely submission of the County's Annual Action Plan (AP). The Plan covers the period beginning October 1, 2010 and ending on September 30, 2011. This letter serves as official approval notification of the plan for the Fifth year of the County's five-year Consolidated Plan and Strategy. This year's grant allocation is approved in the following amount:

**CDBG: \$942,749**

The Action Plan overall provided a comprehensive description on the use of the new program year funding. The projects identified in the Action Plan are reflective of the County's identified strategies. The proposed activities are a continuing effort to meet the various goals and objectives established in the Consolidated Plan. The disbursement of funds will be attributed mainly to the following types of activities, which address priority needs:

<b>CDBG Activities</b>	<b>Amount Funded</b>	<b>Percentage of Funds</b>
<b>CDGB Administration</b>	<b>\$188, 454</b>	<b>19.98%</b>
<b>Public Services</b>		<b>7.4%</b>
Continuation of FSS Social Work Services Expansion Project	\$69,295	
<b>Public Facilities and Improvements</b>		<b>42.4%</b>
Lava Lane Street Improvement	\$400,000	
<b>Housing</b>		<b>30.3%</b>
Shared Appreciation Gap Financing and Down Payment Assistance Program	\$285,000	

Based on preliminary review of proposed projects the following comments are made:

- **CDBG Administration:** The County allocated \$188,454.00 for this activity which is very close to the regulatory 20% Cap of \$188,549.80. We note that the County is carrying over Planning and Admin (PA) funds from the PY07-PY09 program years. The use of prior year PA funds in addition to this year's allocation could result in the County exceeding the Admin Cap. We recommend that the County reallocate remaining prior year PA funds to other projects.

- **Lava Lane Street Improvement:** We note that the Lava Lane Street Project is in its 3<sup>rd</sup> year and final phase. The County must ensure that the service area for the final phase of this project is contained within the original documented service area. According to our records the original location and Census Tract Percent Low/Mod is as follows:

Location: Census Tract 0024.17, BG: 03, Block: 3027, Austin, Texas 78747  
Census Tract Percent Low Mod/: 47.90

We request that the County contact their CPD Representative if the service area has changed

- **Home Buyer Assistance:**

- **Shared Appreciation Gap Financing:** According to the County's action plan, this activity will allow households earning 80% or less of the area median income to obtain funds (up to \$30,000) to reduce the sales price to an amount affordable to the household. Actual assistance amounts will be calculated based on actual family need. The loan is a 0% interest, 30-year note with no required annual or monthly payments. Upon resale, refinancing, lease or other transfer of title, the loan must be repaid in full plus a percentage of the houses appreciation value.

- **Down Payment Assistance:** This activity will allow households earning 80% or less of the area Median Family Income (MFI) to obtain funds (\$8,000) to cover down payment and reasonable closing costs. The loan is forgiven at a pro-rata rate of 20% for each year of homeownership. The loan is fully forgiven at the end of 5 years. A minimum household investment of \$500 is required.

**Comment:** For both programs above, the County must ensure that a subrecipient agreement is established with the entity that will be responsible in carrying out this activity on behalf of the County. The agreement should establish a clear and coherent set of performance standards for tracking the accomplishment of this activity described in the agreement. The county should obtain a projected detailed budget from the subrecipient that provides all projected program costs (salary and non salary) and determine their allowability and reasonableness. In regards to the Shared Appreciation Gap Financing program, the County must ensure that the subrecipient conducts a gap analysis for each applicant to ensure that the amount of HUD funding is limited to only that which is required to reduce the price of the sales prices to an amount affordable to the household. Additionally we remind the County that per 24 CFR 570.201(n), a down payment assistance program can only pay up to 50% of the down payment required by the mortgagee for the purchase on behalf of the purchaser.

**Action Plan Alternate Activities:** The County previously requested approval from this office to include alternate activities in this year's action plan. According to the County this would allow them to be ready with other alternate projects in the event that the primary projects identified in the Action Plan were delayed, canceled, or performed at a lower cost than the

budgeted amounts. This office approved the County's request but required the County to amend their citizen participation plan prior to publishing these alternate Activities in this year's action plan. We requested that the amendment provide enough detail on the process so that the citizens were fully aware that if an alternate project were selected, a substantial amendment would not be required since the project was listed in the action plan as an alternate. Additionally, we informed the County that all alternate activities identified in the action plan would have to include the same pertinent information required by a primary funded activity. **Action Item:** Request the County provide a copy of the amended Citizen's participation plan within 30 days from the date of this letter.

**Alternate Project Priority #3: Navarro Creek Drive Substandard Road Improvement Project:**  
**Action Item:** Please provide the service area for this project to include Census Tract Location and Census Tract Percent Low/Mod data. Provide this information within 30 days from the date of this letter.

**Office of Fair Housing and Equal Opportunity (OFHEO):**

The OFHEO is in the process of reviewing your submission. The County will be notified by separate letter of the results and follow-up actions, if any, produced by that review.

**San Antonio Office of Public Housing review (SAOPH):**

Your Action Plan was reviewed and approved by the SAOPH.

We want to remind the County that HUD Headquarters Entitlement CDBG Update #51, dated August 10, 2009, the use of CDBG-R funds and CDBG in the same activity is permissible. However, in order to properly account for each program's funds and accomplishments, HUD is requiring any activity funded with both CDBG-R and regular CDBG or other formula funds to be set up as two separate activities in IDIS, one activity for CDBG and one for CDBG-R. The Office of Block Grant Assistance has also previously recommended that, when CDBG-R funds will be used to expand an activity already funded with regular CDBG funds, CDBG-R funds should be covered by a separate construction contract and/or subrecipient agreement, to ensure that Recovery Act requirements are properly applied (and to ensure that Recovery Act requirements do not get retroactively applied to the original activity funding).

Although, the County's proposed projects have been reviewed, please note that approval of this grant award does not give automatic approval to the specific projects identified in the Action Plan or subsequent projects created by amendments. It is the responsibility of the County to ensure that each project is eligible and can meet a national objective in accordance with HUD regulations. Grantees are required to properly document and justify each project's eligibility and national objective in its files for future HUD on-site monitoring reviews. Each file should include all elements required in the regulations for each program regarding records to be maintained. This should include, among other things, agreements, maps indicating service areas and the basis for the determinations; i.e. income limits, eligibility documents, etc.

Additionally, the County's CDBG Grant Agreement and Funding approval has a special condition concerning the review procedures under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and our Department's implementing regulations (24 CFR Part 52). This condition restricts the obligation or expenditure of grant funds for the

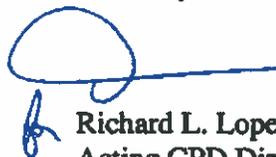
planning and construction of water or sewer facilities until after the intergovernmental review process has been completed and the County has received a written release of funds notification from our Department. Once the reviewing agency has issued its determination, we request that a copy of it be provided to our Office as soon as possible. Should there be a subsequent amendment or revision to the grant's activities which includes the expenditure of funds for the planning or construction of water or sewer facilities, the condition requires that the County receive a written release of funds notification from our Department before obligating or expending the CDBG funds for such activities.

We remind the County that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental review Procedures for Entities Assuming HUD Environmental Responsibilities). Funds for such activities may not be obligated or expended unless there is a written release of funds notification from our Field Office. To initiate this process, the County must submit to our Office an executed HUD Form 7015.15, Request for Release of Funds and Certification. Only units of general local government can assume responsibility for environmental reviews under 24 CFR Part 58. Sponsors can supply the required information to the responsible entity to prepare the review. If you have any questions or would like assistance proceeding with the environmental assessment, please contact Jack Pipkin, Regional Environmental Officer, at (817) 978-5985.

Enclosed are two copies of the Grant Agreement for the two formula programs covered by this Action Plan. Please execute the agreements and return one copy of each to this office. Failure to return the executed funding forms within 60 days from the date of this letter may constitute a rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. In addition to this, we require executed documents prior to finishing the processing of any environmental release for the subject grants.

Please note that your upcoming Consolidated Annual Performance Report (CAPER) is due in this office no later than December, 31, 2010. The Department looks forward to a successful partnership with the County during the upcoming year. If you have any questions regarding this approval notification or if we may be of assistance, please contact David Rios, Community Planning and Development Representative, at (210) 475-6800, extension 2314.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line and a small flourish.

Richard L. Lopez  
Acting CPD Director

cc: ~~Ms. Sherri Fleming, Executive Manager, TCHHSVS~~  
~~Ms. Christy Moffett, Senior Planner, TCHHSF~~

# Funding Approval/Agreement

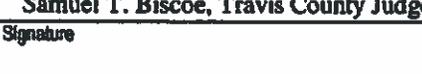
Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) <b>County of Travis</b>	3. Grantee's 9-digit Tax ID Number <b>74-6000192</b>	4. Date use of funds may begin (mm/dd/yyyy) <b>10/01/2010</b>
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) <b>P.O. Box 1748 Austin, Texas 78767</b>	5a. Project/Grant No. 1 <b>B-10-UC-48-0503</b>	6a. Amount Approved <b>\$942,749</b>
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <b>Richard L. Lopez</b>	Grantee Name <b>County of Travis</b>
Title <b>Acting CPD Director</b>	Title <b>Samuel T. Biscoe, Travis County Judge</b>
Signature 	Signature 
Date (mm/dd/yyyy) <b>OCT 7 2010</b>	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 108(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) <b>08/12/2010</b>	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) <b>OCT 7 2010</b>	
9c. Date of Start of Program Year (mm/dd/yyyy) <b>10/01/2010</b>			

11. Amount of Community Development Block Grant			
	FY (2010)	FY ( )	FY ( )
a. Funds Reserved for this Grantee	942749		
b. Funds now being Approved	942749		
c. Reservation to be Cancelled (11a minus 11b)	0		

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

**HUD Accounting use Only**

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
							Project Number		Amount		
							Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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County of Travis

B-10-UC-48-0503

**Attachment for FUNDING APPROVAL (Form – 7082, Block 8.b):**

**Executive Order 12372 – SPECIAL CONTRACT CONDITION**

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at E.O.12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

**Travis County Commissioners Court Agenda Request**Voting Session: October 26, 2010  
(Date)Work Session: \_\_\_\_\_  
(Date)I. A. Request made by: Sherri E. Fleming Phone: 854-4100  
(Signature of Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested Text:

Consider and take appropriate action on items related to Substantial Amendments for the Community Development Block Grant provided by the United States Department of Housing and Urban Development :

A. Receive an overview of recommended Substantial Amendments to fund the acquisition of four lots for affordable housing development,

B. Approve November 24 through December 23, 2010 as the 30- day public comment period for the public to review and comment on the draft;

C. Approve setting a public hearing date of December 7, 2010 to receive public comment; and

D. Approve the advertisement announcing, in newspapers of general circulation, the public hearing date and the 30-day public comment period.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Mary Etta Gerhardt, Assistant County Attorney  
 Rodney Rhoades, PBO  
 Cyd Grimes, Travis County Purchasing Agent  
 Susan Spataro, Travis County Auditor  
 Jason Walker, Purchasing  
 Christy Moffett, HHSVS  
 Michael Willard, AHFH

Lee Turner, TNR  
 Travis Gatlin, PBO  
 Steven Manilla, TNR  
 Kathleen Haas, HHSVS  
 Janice Cohoon, Auditor's Office  
 Tara Thomason, AHFH  
 Christopher Gilmore, Assistant County Attorney

Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106) Additional funding for any department or for any purpose Transfer of existing funds within or between any line item budget GrantHuman Resources Department (854-9165) A change in your department's personnel (reclassifications, etc.)Purchasing Office (854-9700) Bid, Purchase Contract, Request for Proposal, ProcurementCounty Attorney's Office (854-9415) Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
And VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

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

**MEMORANDUM**

**Date:** October 19, 2010

**To:** Members of the Commissioners Court

**From:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service

**Subject:** Community Development Block Grant (CDBG) Substantial Amendment to Support Land Acquisition

**Proposed Motion:**

Consider and take appropriate action on items related to Substantial Amendments for the Community Development Block Grant provided by the United States Department of Housing and Urban Development :

- A. Receive an overview of recommended Substantial Amendments to fund the acquisition of four lots for affordable housing development,
- B. Approve November 24 through December 23, 2010 as the 30- day public comment period for the public to review and comment on the draft;
- C. Approve setting a public hearing date of December 7, 2010 to receive public comment; and
- D. Approve the advertisement announcing, in newspapers of general circulation, the public hearing date and the 30-day public comment period.

### **Summary and Staff Recommendations:**

- A. On September 21, 2010, the Commissioners Court directed CDBG staff to locate CDBG funds that could be used to support an additional four lot acquisition for single family home development through Austin Habitat for Humanity. CDBG Staff and the Auditor's Office have analyzed anticipated project savings and preliminary year end data, and have drafted a preliminary plan to fund approximately \$174,000 for the acquisition. The preliminary draft may be found in Attachment A, however, a final plan will be provided for the Court's approval on or before November 23, 2010.

As outlined in Travis County's CDBG Citizen Participation Plan, a substantial amendment occurs when: 1) the location or beneficiaries of a project proposed under the Consolidated Plan or Action Plan are changed; 2) the scope of the project is increased or reduced by more than 25%; or 3) a new project that was not originally subject to public review is funded. This change would be considered a new project under the Citizen Participation Plan.

Staff recommends approval of the preliminary plan to provide funds for the land acquisition so that the advertising of the substantial amendment can move forward.

- B. Staff is recommending the following timeline for the approval of the substantial amendment. Refer to Attachment B for a more detailed timeline for approving the changes.
- Approval of Preliminary Plan by Commissioners Court on October 26, 2010.
  - Approval of draft document of Substantial Amendment and final plan by Commissioners Court on November 23, 2010.
  - Approval of the final Substantial Amendment by Commissioners Court on January 4, 2011.

The amendment process must include a public notice and a thirty (30) day public comment period.

Staff recommends approval of the 30-day public comment period from November 24, 2010 to December 23, 2010.

- C. Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 30-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

Staff recommends setting the public hearing date on December 7, 2010.

- D. Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for Substantial Amendment.

The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English: Manor Messenger, Pflugerville Pflag, Hill Country News, Lake Travis View,

North Lake Travis Log, Oak Hill Gazette, West Lake Picayune, and the Austin Chronicle.

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo*.

Please see Attachment C for the proposed advertisement in English.

**Budgetary and Fiscal Impacts:**

- A. CDBG Grant funds will be used to pay for the additional land acquisition needed.
- B. N/A
- C. N/A
- D. At present, the grant agreement with HUD for the PY 2010 program year has not been executed due to a normal delay by HUD. On 09/28/10, the Commissioners Court approved the CDBG's use of existing resources within the Health and Human Services Executive Manager's general fund budget until the grant agreement is executed. If general fund dollars are needed, these costs will be reclassified into the grant once the grant agreement is approved and the budget for the 2010 program year is set up.

**Issues and Opportunities:**

The Substantial Amendment process allows the County to utilize project savings and assist in the development of affordable housing. Additionally, while the preliminary plan reduces the Program Year 2009 homebuyer assistance program by \$40,000, the total budget across Program Years 2009 and 2010, with the reduction, is \$773,000. It is likely that project savings will occur so the homebuyer assistance project can recoup some of the lost funds.

**Background:**

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government through the U.S Department of Housing and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th.

## **Attachment A**

### **Preliminary Plan for Land Acquisition Substantial Amendment**

**Project:** Land Acquisition for the Production of New Owner Housing Units

**Substantial Amendment to:** PY07, PY 08 and PY09 Action Plans

**Project Description:** Provision of funds to Austin Habitat for Humanity, a designated sub-recipient, for the acquisition of land for the development of new single-family housing targeted at families with incomes between 25 – 80% of the Median Family Income.

**Eligibility:**

- Benefits families at 25-80% Median Family Income.
- Focusing these four properties on higher incomes along with the income focus of the other 27 properties purchased makes the street approximately 50% very low/low income and 50% low/moderate income households.

**Multiple Housing Developers**

- Since it is recommended to serve homebuyers below 80% of the median family income and AHFH focuses on construction for those between 25-50% of the median family income, we are recommending allowing conveyance of lots to other housing developers so a more income-diverse client base can be reached. This is in alignment with AHFH's contract and requires County approval of other developers.

**Forgivable Loan/Affordability Period**

- The assistance will be in the form of a 10-year forgivable loan, i.e. homebuyers must live in the home for 10 years before the total loan doesn't have to be repaid.
- If the homebuyer sells or moves out of the property within the first five years, they will be responsible for paying the full amount of the loan or a low to moderate income homeowner must buy the home. If the homebuyer sells or moves out of the property within 6 to 10 years after buying the house, the loan will be forgiven at a pro-rata rate of 20 % per year.
- This structure provides an opportunity to ensure affordable housing for 10 years after the original purchase of the home. If the home sells to homeowner who is not considered low to moderate income, the loan is repaid and other affordable housing can be developed with the program income.

**Project Savings**

- Any project savings would revert back to the homebuyer assistance program.

**Project Funding:**

- \$12,994.18 in PY 08 administration and planning project savings
- \$1007.54 in PY 09 administration project savings
- \$4709.39 in PY 09 public service project savings
- \$89,772.72 in PY 07 Apache Shores Substandard Road project savings
- \$40,000 in PY 09 Homebuyer Assistance reprogramming of unspent funds
- \$25,064.42 in PY 08 Land Acquisition project savings being used for the same purpose.

Total of \$173,548.25

## Attachment B

### Travis County CDBG Fall 2010 Work-Plan: Substantial Amendment

OCTOBER							
S	M	T	W	T	F	S	Oct
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	TCCC Approve advertisements & PC period
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
30							

NOVEMBER							
S	M	T	W	T	F	S	Nov
	1	2	3	4	5	6	Advertisements in papers by the 5th
7	8	9	10	11	12	13	Turn in back up for Sub Amend Draft
14	15	16	17	18	19	20	TCCC approve Sub Amend Draft
21	22	23	24	25	26	27	Public Comment Begins
28	29	30					

DECEMBER							
S	M	T	W	T	F	S	Dec
			1	2	3	4	
5	6	7	8	9	10	11	Public Hearing at the TCCC
12	13	14	15	16	17	18	Public Comment period ends
19	20	21	22	23	24	25	Turn-in back-up for final Sub. Amend.
26	27	28	29	30	31		

January							
S	M	T	W	T	F	S	Jan
						1	
2	3	4	5	6	7	8	TCCC Approve Sub. Amend
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

## Attachment C

### Travis County

## Community Development Block Grant (CDBG) Program Public Notice: Invitation to Comment on Substantial Amendment for Land Acquisition



Travis County is inviting the public to comment on a draft document that outlines substantial changes for its Community Development Block Grant (CDBG) Program. The CDBG program conducts community development projects for low- to moderate-income residents who live in the unincorporated areas of the County.

The County is proposing to reprogram approximately \$174,000 in CDBG funds to allocate to Austin Habitat for Humanity, Inc. for a 4 lot acquisition on Bartney Cove in the Gilbert Lane Subdivision located in Eastern Travis County, Texas. Single family, affordable homes, benefitting households at or below 80% Median Family Income, will be developed on the acquired property by Austin Habitat for Humanity, Inc. A 10 year forgivable loan will be provided to the homeowners.

The reprogrammed funds will come from the cost savings of the PY 2007 Apache Shores Substandard Street Improvement, PY 2008 Administration and Planning, PY 2008 Land Acquisition and PY 2009 public service projects as well as reducing the Program Year 2009 allocation of the homebuyer assistance program by \$40,000. Any cost savings from the project will be reallocated to the Homebuyer Assistance Program.

### Comment Period and Draft Document

Comments will be accepted for 30 days beginning November 24, 2010 at 8:00 a.m. and ending December 23, 2010 at 5:00 p.m. Beginning November 24, 2010, a draft document will be available for download on the Travis County CDBG page [www.co.travis.tx.us/CDBG](http://www.co.travis.tx.us/CDBG) or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

### Public Hearings

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 7, 2010 at 9:00 a.m. at Travis County Granger Building, Commissioners Courtroom, 314 W. 11th St, Austin, TX.

## **Mailing Comments**

The public can also mail their comments to: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 or e-mail them to Christy Moffett at [christy.moffett@co.travis.tx.us](mailto:christy.moffett@co.travis.tx.us)

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 854-3460 for assistance.

**Travis County Commissioners Court Agenda Request**

Voting Session October 26, 2010  
(Date)

Work Session \_\_\_\_\_  
(Date)

**I. Request made by:**

Roger Jefferies, Executive Manager, Justice and Public Safety Phone # 854-4759  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:



Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,067,933.98, for the period of October 8, 2010 to October 14, 2010.

Approved by: \_\_\_\_\_  
Signature of Commissioner or County Judge

**II. Additional Information:**

A. Backup memorandum is attached.

B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

**III. Required Authorizations: Checked if applicable:**

- \_\_\_\_\_ Planning and Budget Office (854-9106)
- \_\_\_\_\_ Human Resources Management Department (854-9165)
- \_\_\_\_\_ Purchasing Office (854-9700)
- \_\_\_\_\_ County Attorney's Office (854-9415)
- \_\_\_\_\_ County Auditor's Office (854-9125)

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** October 26, 2010

**TO:** Members of the Travis County Commissioners Court

**FROM:** Dan Mansour, Risk Manager

**COUNTY DEPT.:** Human Resources Management Department (HRMD)

**DESCRIPTION:** United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

**PERIOD OF PAYMENTS MADE:** October 8, 2010 to October 14, 2010

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,067,933.98

**HRMD RECOMMENDATION:** The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,067,933.98.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
OCTOBER 8, 2010 TO OCTOBER 14, 2010**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 1a. Explanation of Higher than Normal Reimbursement Amount.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. Notification of amount of request from United Health Care (UHC).**
- Page 5. Last page of the UHC Check Register for the Week.**
- Page 6. List of payments deemed not reimbursable.**
- Page 7. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: October 26, 2010  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:  
 FROM: October 8, 2010  
 TO: October 14, 2010

REIMBURSEMENT REQUESTED: \$ 1,067,933.98

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,557,158.18
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT:	
October 19, 2010	\$ (488,507.45)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,067,933.98
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,067,933.98

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (1 this week totaling \$28,590.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under \$25,000 (\$158,070.15) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$175,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$15,237.31).

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Diane Blankenship 10/19/10  
 Diane Blankenship, Director, HRMD Date

Dan Mansour 10/18/10  
 Dan Mansour, Risk Manager Date

Cindy Purinton 10/18/10  
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 10/18/10  
 Norman McRee, Financial Analyst Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.



## Human Resources Management Department

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9185 / FAX(512) 854-4203

### MEMORANDUM

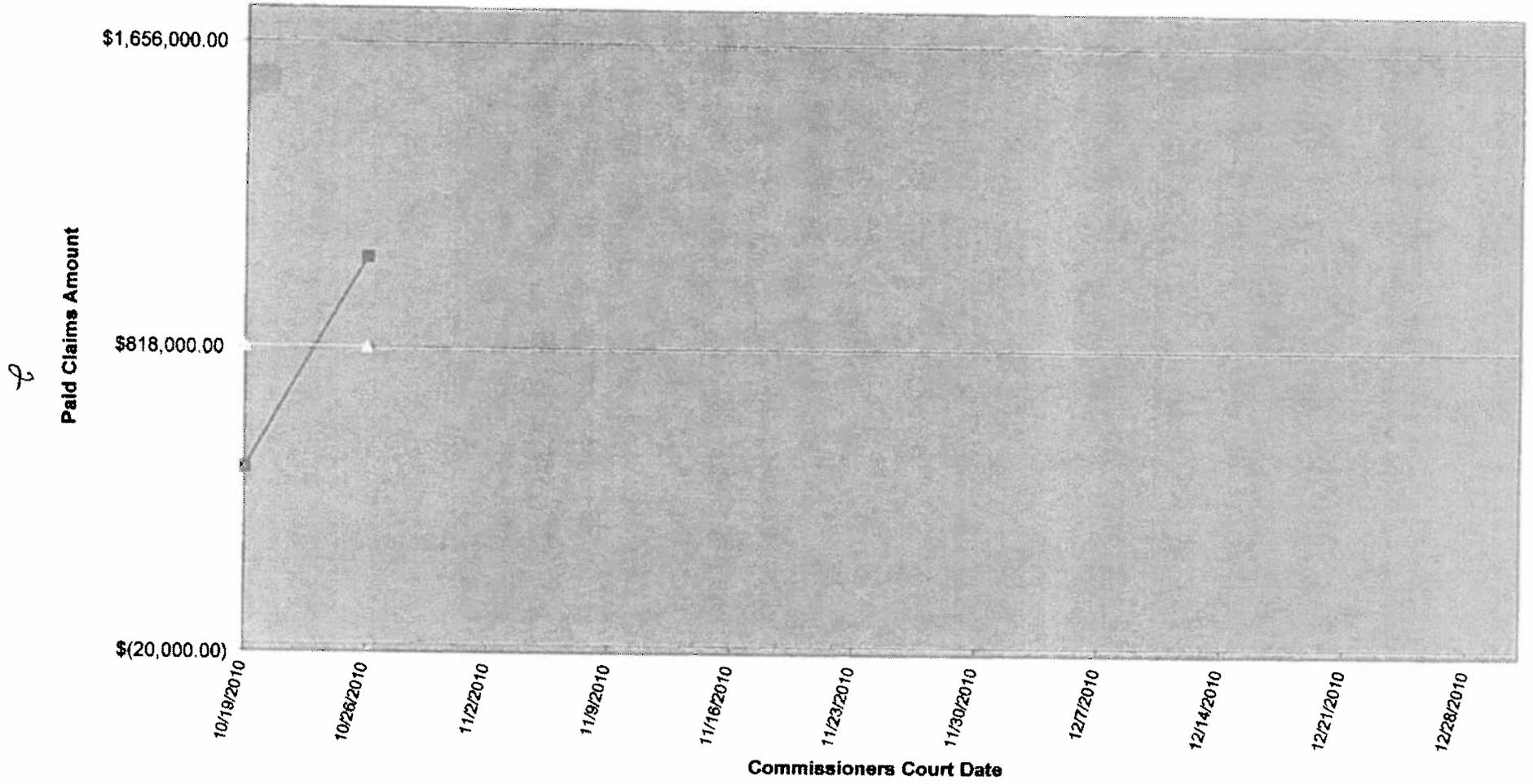
Date: October 26, 2010  
To: Commissioners Court  
From: Dan Mansour, Risk Manager, HRMD  
Re: Explanation of Larger than Normal Health Reimbursement Request  
For the Period of October 8 – 14, 2010,  
\$1,067,933.98

This week's claims reimbursement request of \$1,067,933.98 includes one claim over \$25,000, totaling \$28,590. In addition there are four claims over \$10,000, which total \$66,190.81; and 15 claims between \$5,000 and \$10,000, which total \$107,417.51. There are a total of 6,599 claims included this week.

Pharmacy charges are included in reimbursements every other week. Pharmacy charges of \$378,498.67 included in this week's reimbursement are about average.

It appears this week's reimbursement is higher due to the number of larger claims, the inclusion of pharmacy charges, as well as the overall number of claims included.

### Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85





UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2010\_10\_14

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-202.6	NN	1419754	AI		17 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-203.77	NN	1528610	A		50 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-207.92	NN	1647271	AA		1 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-214.66	NN	1003473	AH		1 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-218.63	NN	1687536	AA		1 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-234.91	NN	1575362	AA		5 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-236.54	NN	1400910	AH		6 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-272.8	NN	1782038	AA		1 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-303.76	NN	1465826	AH		1 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-377.79	NN	1498626	AH		6 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-403.21	NN	1232635	AA		6 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-417.47	NN	1555410	A		16 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-434.15	NN	1642710	AE		6 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-456.45	NN	1372065	AA		5 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-485.9	NN	1642719	AA		6 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-496.08	NN	913372	AI		11 10/14/2010	200	10/12/2010	10/14/2010
701254	632	-507.27	RI	54264810	AE		5 10/5/2010	50	10/12/2010	10/14/2010
701254	632	-544.44	RI	54265450	AE		5 10/5/2010	50	10/12/2010	10/14/2010
701254	632	-1118	RJ	41508770	AH		5 10/8/2010	50	10/14/2010	10/14/2010

1,067,933.98

7

**From:** <SIFSFX@UHC.COM>  
**To:** <NORMAN.MCREE@CO.TRAVIS.TX.US>  
**Date:** 10/15/2010 4:58 AM  
**Subject:** UHC BANKING REPTS/C

**TO:** NORMAN MCREE **FROM:** UNITEDHEALTH GROUP  
**FAX NUMBER:** (512) 854-3128 **AB5**  
**PHONE:** (512) 854-3828

**NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY**

**DATE:** 2010-10-15 **REQUEST AMOUNT:** \$1,557,156.16

**CUSTOMER ID:** 00000701254  
**CONTRACT NUMBER:** 00701254 00709445  
**BANK ACCOUNT NUMBER:** 0475012038 **ABA NUMBER:** 021000021  
**FUNDING** **ADVICE FREQUENCY:** DAILY  
**FREQUENCY:** FRIDAY **INITIATOR:** CUST **METHOD:** ACH **BASIS:** BALANCE

**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2010-10-14	\$433,962.75
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,504,755.25</b>
+ CURRENT DAY NET CHARGE:	\$52,400.91
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,557,156.16</b>

**ACTIVITY FOR WORK DAY: 2010-10-11**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$515,809.18	\$00.00	\$515,809.18
<b>TOTAL:</b>	<b>\$515,809.18</b>	<b>\$00.00</b>	<b>\$515,809.18</b>

**ACTIVITY FOR WORK DAY: 2010-10-12**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$425,557.28	\$00.00	\$425,557.28

5

# ***Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable***

For the payment week ending: 10/14/2010

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHE_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
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***Total:***                    \$0.00

0

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**Travis County - Hospital and Self Insurance Fund (526)**
**Journal Entry for the Reimbursement to United Health Care**

 For the payment week ending: 10/14/2010
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>99,176.25</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>28,808.76</b>
Total CEPO		\$127,985.01
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>240,057.94</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>59,274.29</b>
Total EPO		\$299,332.23
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>519,924.09</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>120,692.65</b>
Total PPO		\$640,616.74
Grand Total		\$1,067,933.98



# Travis County Commissioners Court Agenda Request

Meeting Date: 10/26/2010, 9:00 AM, {MeetType}  
Prepared By: Cynthia Lam-Roldan, Human Resources Management, 854-4822  
Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director  
Sponsors: Judge Biscoe

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**AGENDA LANGUAGE:**

Consider and take appropriate action on proposed routine personnel amendments.

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**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions - Pages 2 - 3.**

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**REQUIRED AUTHORIZATIONS:**

Human Resources Management	Todd Osburn	Completed	10/15/2010 8:22 AM
Human Resources Management	Diane Blankenship	Completed	10/19/2010 4:39 PM
Justice and Public Safety	Kristy Vargas	Completed	10/20/2010 9:05 AM
Human Resources Management	Diane Blankenship	Completed	10/19/2010 4:39 PM
Commissioners Court	Samuel T. Biscoe	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



## Human Resources Management Department

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

**October 26, 2010**

**ITEM # :**

**DATE:** October 15, 2010

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Karen L. Huber, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4

**VIA:** Roger Jefferies, Executive Manager, Justice and Public Safety

**FROM:** Diane Blankenship, Director, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**Routine Personnel Actions – Pages 2 – 3.**

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

RJ/DB/TLO

### Attachments

cc: Planning and Budget Department  
County Auditor  
County Auditor-Payroll (Certified copy)  
County Clerk (Certified copy)

<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
--

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>HHS</b>	65	Social Svcs Prgm Spec	16 / \$41,537.60	16 / \$41,537.60
<b>Sheriff</b>	1195	Office Specialist Sr	12 / \$33,777.95	12 / \$33,777.95
<b>Sheriff</b>	1804	Victim Counselor	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>County Clerk</b>	20055	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
<b>County Clerk</b>	23065	Elec Clk – Operations Clk III	12 / \$14.00	12 / \$14.00	02
<b>County Clerk</b>	23150	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
<b>County Clerk</b>	23156	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
<b>County Clerk</b>	23157	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
<b>County Clerk</b>	23230	Elec Clk – Operations Clk II	10 / \$12.00	10 / \$12.00	02
<b>Fac Mgmt</b>	20073	ACC Intern	98 / \$15.00	98 / \$15.00	02
<b>HHS</b>	20063	Office Specialist	10 / \$12.62	10 / \$12.62	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

THIS SECTION LEFT BLANK INTENTIONALLY.

<b>AD HOC CLASSIFICATION CHANGES</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Slot #</b>	<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>HRMD</b>	9	Executive Asst NE / 16519	NE	16	Executive Asst / 16520	E	16
<b>HRMD</b>	10	Executive Asst NE / 16519	NE	16	Executive Asst / 16520	E	16
<b>Department-requested analysis revealed positions should be Exempt under Administrative Exemption of FLSA.</b>							

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Karen L. Huber, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

23



Voting Session: October 26, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #: 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Receive briefing and take appropriate action regarding the previously approved proposal for The Veterans and Peace Officers Memorials at Woodmansee Plaza.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

- Greg Hamilton, Sheriff (49788)
- Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)
- Olie Pope, Travis County Veterans Service Officer (49340)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item
- \_\_\_\_\_ Grant

Human Resources Department (854-9165)

- \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

10 OCT 19 PM 3:26  
RECEIVED  
COUNTY CLERK'S OFFICE



## FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

### MEMORANDUM

**TO:** Members of the Commissioners Court

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** October 18, 2010

**SUBJECT:** The Veterans and Peace Officers Memorials

A handwritten signature in cursive script that reads "Roger A. El Khoury".

#### AGENDA LANGUAGE:

Receive briefing and take appropriate action regarding the previously approved proposal for The Veterans and Peace Officers Memorials at Woodmansee Plaza.

#### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court voted on June 30, 2009 to authorize the Veterans and Peace Officers Memorial Committee to proceed with fund raising and plans to erect memorials to Veterans and Peace Officers at the Woodmansee Plaza. The dedication ceremony is proposed to occur on Friday, December 10, 2010. The Executive Committee for the Veterans and Peace Offices will provide an update on the status of the fund raising efforts and the status of the procurement of the proposed memorials. In addition to the new memorials, the Executive Committee will also refurbish the previously installed plaque honoring 1<sup>st</sup> Lt. Ronny L. Woodmansee (photo at Exhibit 1). At Exhibit 2 is the design for the Memorial Pins designed by Franklin Mendez for the dedication, please note that the date on the pin will be changed to the actual dedication date. The Committee has also been finalizing the listing of fallen Travis County service members from the Iraq and Afghanistan wars as well as fallen Travis County peace officers. Exhibit 3 is a listing of the service members and peace officers that will be included on the memorials as of this date. Exhibit 4 is an advertising flyer from one of the major fund raising effort. Exhibit 5 shows the proposed new memorials that will be installed at Woodmansee Plaza. During the Court session, the Executive Committee will provide additional details on the proposed program for the dedication ceremony.

#### STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends approval of the proposed schedule for the dedication ceremony.

#### ISSUES AND OPPORTUNITIES:

The Executive Committee for the Veterans and Peace Officers Memorials has indicated that they will provide the two memorials and refurbish the existing memorial for 1<sup>st</sup> Lt Ronny L. Woodmansee. These memorials will be located to the southwest of the Heman Marion Sweatt

Courthouse, and to the east of the Travis County Jail. FMD would provide ongoing maintenance for the memorials after they are accepted by the County.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

FY 11 – No fiscal impact

**REQUIRED AUTORIZATIONS:**

**Legal:** N/A

**Purchasing:** N/A

**Budget:** N/A

**EXHIBITS:**

1. 1<sup>ST</sup> Lt Ronny L. Woodmansee
2. Memorial Pins for Dedication
3. List of Service Members and Peace Officers
4. Fundraising Flyer
5. Memorials

# 1st Lt. Ronny Woodmansee



# VETERANS AND PEACE OFFICERS MEMORIAL PIN

DESIGNED BY FRANKLIN MENDEZ



ACTUAL SIZE 1.75" X 1.25"



## Memorial organizers seeking families

By [Jeremy Schwartz](#) | Friday, September 24, 2010, 10:31 AM

The organizers of a [planned memorial](#) honoring Travis County service members who have died in the Iraq and Afghanistan wars as well as fallen Travis County peace officers are asking for the public's assistance in identifying the names of peace officers and service members who should be engraved on the wall.

The memorial wall, to be located just south of the Sweatt Travis County Courthouse near the Woodmansee Memorial, will honor Travis County peace officers killed in the line of duty as well as Travis County service members killed on active duty while serving in Operation Iraqi Freedom and Operation Enduring Freedom (Afghanistan). The names currently slated for inclusion are listed below.

Organizers are asking family members who know of a service member or peace officer not included to contact them by Oct. 8. Family members who wish to attend the ceremony should also contact organizers:

(Service members) Olie Pope Travis County Veteran Service Organization 854-9340  
(Peace officers) Florence Briceno Travis County Sheriff's Office 854-9787

List of Names:

### **Service Members**

Staff Sgt. Henry Ybarra III,  
Cpl. Nickalous Neil Aldrich,  
Cpl. Nicholas Samuel Perez,  
Cpl. Dominic Christopher Brown,  
Sgt. Byron Wayne Norwood,  
Cpl. Trevor David Aston,  
Sgt. Robert Mark Horrigan,  
Spc. Rafael Antonio Carrillo, Jr.,  
Cpl. Roger Dale Castleberry, Jr.,  
Pfc. Tina M. Priest,  
Sgt. George Martinez Ulloa, Jr.,  
Cpl. Michael Craig Ledsome,  
Cpl. Yari Mokri,  
Capt. Sean Edward Lyerly,  
Cpl. Matthew Phillip LaForest,  
Pfc. Ron Joseph Joshua, Jr.,  
Spc. Matthew Troy Morris,  
Sgt. Jaime Gonzalez, Jr.,  
Cpl. Matthew Gregory Reza,  
Capt. Joshua Stewart Meadows,  
Spc. Bobby Justin Pagan,  
Staff Sgt. Shaun Michael Mittler. (22)

**Peace Officers**

Officer William DeWayne Jones Sr.,  
Officer Cornelius L. Fahey,  
Officer John Gaines,  
Officer Tom Allen,  
Chief James N. Littlepage,  
Sergeant William Murray Stuart,  
Officer James R. Cummings,  
Officer Elkins P. Morrison,  
Sergeant Walter Lee Tucker,  
Officer Donald Eugene Carpenter,  
Officer Billy Paul Speed,  
Officer Thomas Wayne Birtrong,  
Officer Leland Dale Anderson,  
Officer Ralph Allen Ablanedo,  
Officer Lee Craig Smith,  
Officer Robert Townes Martinez Jr.,  
Officer Drew Alan Bolin,  
Officer Clinton Warren Hunter,  
Sergeant Earl Alison,  
Officer Amy Lynn Donovan,  
Officer William Thomas Laws Jr.,  
Officer Leonard Reed,  
Chief of Police James M. Mumford,  
Officer Marshal Wayne Magill,  
Sergeant James Lewis Dalrymple Jr.,  
Trooper Carlos Ray Warren,  
Trooper Timothy Wade McDermott,  
Trooper Jimmy Ray Carty Jr.,  
Deputy Sheriff Maurice B. Moore,  
Chief Deputy David Elwood Nelson,  
Deputy Sheriff George L. Duncan,  
Deputy Sheriff Benjamin Hawkins Berry,  
Deputy Sheriff Walter Q. Eckert,  
Deputy Sheriff Charles B. Lacey,  
Deputy Sheriff Keith George Ruiz. (35)

# A Charity Golf Tournament

benefitting

The Veterans and Peace Officers Memorial

Travis County, Texas



March 22, 2010

9:00am Shotgun Start

Four Person Scramble

ShadowGlen

12801 Lexington St.

Manor, TX 78653

Team Registration

\$300 Four Players

Individual  
Registration

\$75 Includes Lunch,  
Drinks, Green Fee, Cart &  
Range Balls

Hole Sponsor

\$250

Prizes

Top Three Teams  
Closest To the Pin  
Longest Drive



Registration form online @ [www.tcsheiff.org](http://www.tcsheiff.org)  
Registration deadline March 15, 2010  
RAIN or SHINE

For more information, please contact  
Jeannie Maldonado 512.854.9788  
[jeannie.maldonado@co.travis.tx.us](mailto:jeannie.maldonado@co.travis.tx.us)



Last Updated June 28, 2009 10:44am

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

16 ✓

Voting Session: June 30, 2009

I. A. Request made by: Alicia Perez, Exec. Mgr., Admin Ops Phone #: 854-9343  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL FOR THE VETERANS AND PEACE OFFICERS MEMORIALS AT WOODMANSEE PLAZA.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Greg Hamilton, Sheriff (49788)  
 Roger A. El Khoury, M.S., P.E., Director, Facilities Management Department (44579)  
 Olie Pope, Travis County Veterans Service Officer (49340)  
 Christian Smith, Special Assistant to the Commissioners Court (49065)

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (854-9106)
  - \_\_\_\_\_ Additional funding for any department or for any purpose
  - \_\_\_\_\_ Transfer of existing funds within or between any line item
  - \_\_\_\_\_ Grant
- Human Resources Department (854-9165)
  - \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)
- Purchasing Office (854-9700)
  - \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
  - \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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 COUNTY JUDGE'S OFFICE  
 09 JUN 23 PM 1:25



## FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

### MEMORANDUM

**TO:** The Commissioners Court

**VIA:** Alicia Perez, Executive Manager Administrative Operations

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** June 23, 2009

**SUBJECT:** The Veterans and Peace Officers Memorials

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

#### **Proposed Motion:**

Consider and take appropriate action regarding a proposal for The Veterans and Peace Officers Memorials at Woodmansee Plaza.

#### **Summary and Staff Recommendation:**

Facilities Management Department (FMD) recommends approval of the proposal from the Executive Committee proposal to erect two memorials at the Woodmansee Plaza as describe in the attached package. FMD previously brought this issue to the Commissioners Court on April 7, 2009 and June 2, 2009. The Commissioner Court had additional questions for the Executive Committee for the Veterans and Peace Officers Memorials (hereafter Committee). At Exhibit One is the response from the Committee for the Court's consideration.

#### **Background:**

The Executive Committee for the Veterans and Peace Officers Memorials has indicated that they will provide the two memorials and refurbish the existing memorial for 1<sup>st</sup> Lt Ronny L. Woodmansee. The memorial to 1<sup>st</sup> Lt Woodmansee will be refurbished and placed back at the same location. The proposed location for the new memorials will require some modifications to provide an appropriate site. The raised circle in the plaza that was originally a water feature (now filled with sand) would be removed and the pavement in front of the memorials leveled and repaved. This is necessary to provide proper access for honor guards and/or bands for future ceremonies that are expected to occur in front of the memorials. The existing benches located where the memorials will be erected will also be removed.

**Budgetary and Fiscal Impact:**

FY 09 – No fiscal impact

**Required Authorizations:**

Legal: N/A

Purchasing: N/A

Budget: N/A

**Exhibit:**

1. Executive Committee Letter dated June 5, 2009

The Executive Committee For The Veterans and Peace Officers Memorials  
100 N. IH35, Suite 2400 Austin, TX 78701

June 5, 2009

Samuel T. Biscoe  
Travis County Judge  
PO Box 1748  
Austin, TX 78767

Dear: Judge Biscoe and Commissioners

Again, thank you and the Travis County Commissioners for the on going consideration of the proposal for the Veterans and Peace Officers Memorials submitted by the memorials' Executive Committee. The executive committee appreciates your support towards this endeavor for the benefit of the veterans and peace officers that have made the ultimate sacrifice, their families, friends, and citizens of Travis County, Texas.

In appearing before the commissioners' court on June 2, 2009 several matters related to the proposed veterans and peace officers memorial initial recommended location, possible costs for relocation, and the executive committee's attempts to identify outside funding sources in the event that relocation becomes necessary were discussed. Subsequent to this meeting the chairman for the executive committee received an email from County Commissioner Sarah Eckhardt recapping the discussion in court and seeking the following:

1. The cost of the relocation/replacement to a more permanent location (should it come to that); and
2. Written recognition by the committee that:
  - A. The memorials may need to be moved/replaced to another location;
  - B. The committee supports moving/replacing the memorials to an equally advantageous public space should the County needs dictate; and
  - C. The committee supports attempts to identify outside funding sources for the relocation/replacement (should it come to that).

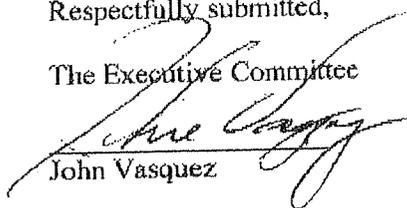
The Executive Committee remains committed to erecting the memorials adjacent to the 1<sup>st</sup> Lt. Ronny L. Woodmansee Memorial. The committee also understands that if this site is approved by the commissioners court that the memorials may have to be relocated to a permanent site due to any new construction related to the County's Downtown Master Plan. In this event, the committee agrees with Mr. Christian Smith's second alternative for the memorials, this being the predicted public plaza.

According to Mr. Roger EL-Khoury, the costs to relocate the Woodmansee Wall (memorial), the two proposed memorials, and the two flagpoles with flags is about \$ 4,000.00. A monument vender has informed the committee that it would cost \$1,200.00 to move/relocate the Veterans and Peace Officers Memorials to another location within one quarter of a mile from the Woodmansee Memorial location. The Executive Committee is also willing to support attempts to find or identify outside funding sources for the relocation of the memorials (should it come to that).

The Executive Committee wishes to state that if fundraising for the memorials takes longer expected and new data from the County's Downtown Master Plan reveal the likely public plaza that the current time frame for the erection of the memorials may be suspended and in this case the memorials will be erected at the new public plaza (the permanent location). Finally, the committee would also help with the costs for repairing the current damage to the Woodmansee Memorial and relocating it to the new site (public plaza).

Respectfully submitted,

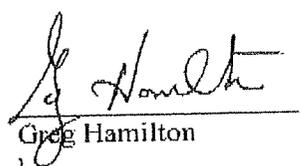
The Executive Committee



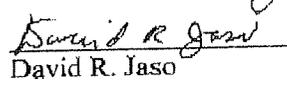
John Vasquez



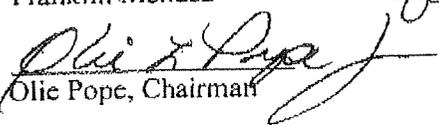
Franklin Mendez



Greg Hamilton



David R. Jaso



Olie Pope, Chairman

- 15. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:58 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

- 16. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PROPOSAL FOR VETERANS AND PEACE OFFICERS MEMORIALS AT WOODMANSEE PLAZA. (10:57 AM)

**Members of the Court heard from:** Roger El Khoury, Director, Facilities Management; Olie Pope, Director, Veterans' Services, TCHHS; Greg Hamilton, Travis County Sheriff; and David Jaso, Executive Member, The Veterans and Peace Officers Memorial Committee.

**Motion by Judge Biscoe and seconded by** Commissioner Gómez to approve Item 16.

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

- 17. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM ADMINISTRATIVE OPERATIONS TO ESTABLISH A NOTARY CHANGE FUND AT THE HEMAN MARION SWEATT TRAVIS COUNTY COURTHOUSE INFORMATION BOOTH. (9:58 AM)

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

**Clerk's Note:** The Court noted that the Information Booth notary change fund will be in the amount of \$50.00.

- 18. A. CONSIDER AND TAKE APPROPRIATE ACTION ON EMPLOYEE REFUNDS UNDER TUITION REIMBURSEMENT POLICY 10.021; AND
- B. AUTHORIZE THE COUNTY AUDITOR AND TREASURER TO REIMBURSE CERTAIN EMPLOYEES. (9:58 AM)

**Clerk's Note:** Items 18.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

# TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

24



Voting Session: October 26, 2010

I. A. Request made by: Roger A. El Khoury, M.S., P.E., Director, FMD Phone #: 854-4579  
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text:

Consider and take appropriate action regarding the Executive Office Building HVAC upgrade project, which is partially funded by an ARRA grant and which is potentially impacted by the recommended Central Campus planning scenarios.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

Rodney Rhoades, Executive Manager, PBO (49106)

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item
- \_\_\_\_\_ Grant

Human Resources Department (854-9165)

- \_\_\_\_\_ Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

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## FACILITIES MANAGEMENT DEPARTMENT

**Roger A. El Khoury, M.S., P.E., Director**

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

### MEMORANDUM

**TO:** Members of the Commissioners Court

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** October 19, 2010

**SUBJECT:** EOB HVAC Upgrade Project

A handwritten signature in black ink that reads "Roger A. El Khoury". The signature is written in a cursive style and is positioned to the right of the "FROM:" field.

### AGENDA LANGUAGE:

Consider and take appropriate action regarding the Executive Office Building HVAC upgrade project, which is partially funded by an ARRA grant and which is potentially impacted by the recommended Central Campus planning scenarios.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On October 2009, the Commissioners Court approved acceptance of award of the American and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant in the amount of \$2,207,900 for energy efficiency improvements to the Executive Office Building HVAC system. The Commissioners Court also approved \$1,492,000 in County funds to provide the additional funds required for the construction of the project. The total construction cost is \$3,699,900.

The design of this project is completed. Facilities Management Department (FMD) sent a memorandum to the Purchasing Office on September 16, 2010 requesting that the Executive Office Building (EOB) HVAC upgrade project be advertised. The design scope of this project consists of:

- 1) investigate and evaluate the existing conditions of the mechanical and electrical systems
- 2) provide an energy modeling analysis of the building envelope to be the basis of the modifications to maximize the energy efficiency of the HVAC system through upgrades and replacement of the HVAC and electrical systems equipment and components, including electrical switchgear and controls systems.
- 3) evaluate and upgrade the multi-floor smoke purge and ventilation system
- 4) incorporate into the design and construction documents all requirements needed for participation in Austin Energy Green Build Program
- 5) provide a performance-based specification for the addition of a fire sprinkler suppression system to the occupied floors of the building.
- 6) provide life safety related replacement, selected doors and frames and suspended ceiling to facilitate duct under retrofit.

Under the requirements of the DOE grant, the County must spend 50% of the grant by June 30, 2011. We can meet this milestone if the construction of the EOB project starts in December 2011.

In late September, the County Central Campus planning team briefed the Commissioners Court on two scenarios for development of the Central Campus facilities. In both of the two recommended scenarios, the EOB was identified to be disposed of or sold. Phasing or time frame for sale or dispose of the EOB has not yet been proposed to Commissioners Court by the Central Campus planning team.

Facilities Management Department has the following concerns:

- 1) If the EOB is going to be disposed of or sold within the next five years, then, the County should abort this project
- 2) If the EOB is going to be disposed of or sold in more than five years, then, the County should move forward with this project.

If the County aborts the project, FMD proposes to shift the entire EOB HVAC Upgrade project fund including the grant fund to 700 Lavaca building. There are several building improvements at 700 Lavaca building that fall under the energy efficiency category and which therefore can qualify to be supported by the DOE Grant. The total estimate for these building improvements is \$2,700,000. The building improvements and corresponding estimates are:

1. Lighting controls (\$150,000)
2. Lighting fixtures retrofit (\$215,000)
3. Lighting control and fixtures for the Parking Garage (\$75,000)
4. Energy recovery wheels (\$115,000)
5. HVAC controls (\$750,000)
6. Interior shading devices (\$65,000)
7. Roof Insulation and coating (\$550,000)
8. Motor replacements (\$80,000)
9. Retrofit of two existing chillers with variable speed drives and controls (\$150,000)
10. Replace and upgrade air handler units cooling coils with higher efficiency coils (\$300,000)
11. HVAC System Test and Balance and retro-commissioning to optimize the performance of the HVAC system, Electrical system, and control system (\$100,000)
12. Engineering fees (\$150,000).

Facilities Management Department notified the DOE point of contact of a possible shift in the project scope. The DOE representative stated that a scope shift can be approved if the DOE funds are spent on energy efficiency measures. FMD will request confirmation of this statement in writing. The County still must spend 50% of the grant by June 30, 2011 per the grant requirements.

#### **STAFF RECOMMENDATIONS:**

Facilities Management Department requests that the Commissioners Court provide direction on whether to proceed with the EOB HVAC upgrade project, or to shift the entire EOB fund to 700 Lavaca building to support energy efficiency measures there.

#### **ISSUES AND OPPORTUNITIES:**

The EOB HVAC upgrade project is fully designed and ready to be released for bidding. Placing the project in front of bidders at this time should result in competitive bids. Recent packages released by the County for bidding have been very successful in obtaining interest from bidders and

a good number of bid proposals. FMD is confident that the project can be awarded and completed within the timeframes established for the execution of the funds under the grant award.

If the Commissioners Court should choose, FMD can approach the Department of Energy grant managers about the opportunity to reallocate the funding from this approved EOB project to qualifying energy efficiency measures at 700 Lavaca building and garage. FMD has identified approximately \$2,700,000 in energy efficiency measures at the 700 Lavaca building and garage that should qualify. DOE had previously indicated that they would consider reapplication of the funds to this facility if that was the Commissioners Court wish, but they have cautioned that the grant funds must be 50% spent by June 30, 2011. FMD is exploring whether it is possible to meet this target for spending approximately \$1,104,000 by this date.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

FY 11 – No new requirement

**REQUIRED AUTORIZATIONS:**

**Legal:** N/A

**Purchasing:** N/A

**Budget:** Rodney Rhoades, Executive Manager

## BUDGET AMENDMENTS AND TRANSFERS

### FY 2011

10/26/2010

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 102,500	1
		001	3810	572	6099	Med.Examiner	Other Purchased Services	\$ 102,500		
A2		001	9800	981	9892	Reserves	Allocated Reserves		\$ 599,970	4
		001	4908	628	6099	TNR	Other Purchased Services	\$ 599,970		
A3		001	9800	981	9892	Reserves	Allocated Reserves		\$ 3,975	8
		001	5500	557	0801	CJP	Reg.Salaries-Temp Empl	\$ 3,300		
		001	5500	557	2002	CJP	FICA Tax - OASDI	\$ 205		
		001	5500	557	2005	CJP	Retirement Contribution	\$ 378		
		001	5500	557	2006	CJP	Worker's Compensation	\$ 44		
		001	5500	557	2007	CJP	FICA Tax - Medicare	\$ 48		
A4		001	9800	981	9892	Reserves	Allocated Reserves		\$ 5,178	8
		001	2210	544	0801	Civil Courts	Reg.Salaries-Temp Empl	\$ 4,800		
		001	2210	544	2002	Civil Courts	FICA Tax - OASDI	\$ 298		
		001	2210	544	2006	Civil Courts	Worker's Compensation	\$ 10		
		001	2210	544	2007	Civil Courts	FICA Tax - Medicare	\$ 70		

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELEM/OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		099	4901	621	0701	TNR	Reg.Sal-Permnt Empl		\$ 2,160	8
		099	4901	621	0801	TNR	Reg.Salaries-Temp Empl	\$ 2,160		
T2		001	4901	621	0701	TNR	Reg.Sal-Permnt Empl		\$ 1,440	8
		001	4901	621	0801	TNR	Reg.Salaries-Temp Empl	\$ 1,440		
T3		001	1250	523	0701	ITS	Reg.Sal-Permnt Empl		\$ 3,236	8
		001	1260	523	0801	ITS	Reg.Salaries-Temp Empl	\$ 3,000		
		001	1260	523	2002	ITS	FICA Tax - OASDI	\$ 186		
		001	1260	523	2006	ITS	Worker's Compensation	\$ 6		
		001	1260	523	2007	ITS	FICA Tax - Medicare	\$ 44		
T4		001	3910	585	1101	CSCD	Regular Overtime Pay		\$ 24,264	15
		001	3910	585	2002	CSCD	FICA Tax - OASDI	\$ 1,504		
		001	3910	585	2005	CSCD	Retirement Contribution	\$ 2,599		
		001	3910	585	2006	CSCD	Worker's Compensation	\$ 49		
		001	3910	585	2007	CSCD	FICA Tax - Medicare	\$ 352		
		001	3910	585	6031	CSCD	Security Services	\$ 28,768		

<b>T5</b>	<b>001 1800 613 0701</b>	<b>Ag. Extension</b>	<b>Reg.Sal-Permnt Empl</b>	<b>\$ 112,280</b>	<b>17</b>
	<b>001 1800 613 2002</b>	<b>Ag. Extension</b>	<b>FICA Tax - OASDI</b>	<b>\$ 6,961</b>	
	<b>001 1800 613 2003</b>	<b>Ag. Extension</b>	<b>Hospitalization</b>	<b>\$ 30,192</b>	
	<b>001 1800 613 2004</b>	<b>Ag. Extension</b>	<b>Life Insurance</b>	<b>\$ 348</b>	
	<b>001 1800 613 2005</b>	<b>Ag. Extension</b>	<b>Retirement Contribution</b>	<b>\$ 12,845</b>	
	<b>001 1800 613 2006</b>	<b>Ag. Extension</b>	<b>Worker's Compensation</b>	<b>\$ 219</b>	
	<b>001 1800 613 2007</b>	<b>Ag. Extension</b>	<b>FICA Tax - Medicare</b>	<b>\$ 1,570</b>	
	<b>001 1800 613 9001</b>	<b>Ag. Extension</b>	<b>Co.Contr. To Grants</b>	<b>\$ 164,415</b>	

**OTHER**

<b>O1</b>	<b>Request to cancel County Blackberry Service and to go to a cell phone allowance.</b>	<b>21</b>
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**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

October 15, 2010

To: Commissioners Court

From: Katie Petersen Gipson, Planning & Budget Analyst

A handwritten signature in black ink, appearing to read "Katie Petersen", is written over the printed name.

Re: Budget Amendment for Financial Feasibility Study

The Medical Examiner's Office is requesting \$102,500 from the Allocated Reserve for a Financial Feasibility study that would update projections for staffing, space, revenue and workload through 2045. In FY07, Commissioners Court approved \$75,000 for a full design study for a new Medical Examiner facility. These funds "rolled over" to FY08 but were eventually discontinued due to delays and a decision to perform a needs analysis and financial feasibility study before any design process would take place. Therefore, PBO recommends approval of this budget amendment from the Allocated Reserve to cover the cost of this study.

TCMEO, Purchasing and PBO have worked on an RFQ for the study and a contract will be forthcoming to Commissioners Court for approval on November 2, 2010. Please contact me if you have any questions and please see attached memo from the department for additional information.

CC: Dr. David Dolinak, Chief Medical Examiner  
Danny Hobby, Exec. Mgr., Emergency Services  
Sarah Scott, Medical Examiner's Office  
Darlene Dunn, Medical Examiner's Office  
Leroy Nellis, PBO  
Rodney Rhoades, PBO

# EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management  
Pete Baldwin, Emergency  
Mgmt. Coordinator*

*Fire Marshal  
Hershel Lee*

*Chief Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program  
Director*

## MEMORANDUM

**To:** Katie Petersen Gipson, Planning & Budget Analyst

**From:** Danny Hobby, Executive Manager, Emergency Services

**Date:** October 15, 2010

**Subject:** Recommendation to Proceed with Budget Amendment

A handwritten signature in black ink, appearing to read "Danny Hobby", written over the "From:" line.

Please consider this written memorandum as an official recommendation to proceed to Commissioners Court for the approval of a budget amendment in the amount of \$102,500.00 from allocated reserves for a needs analysis and financial feasibility study for the Travis County Medical Examiner's Office.

This needs analysis and financial feasibility study for the Travis County Medical Examiner's Office will incorporate projected operational improvements; caseload; staffing needs; space requirements; revenues and expenses through 2045; outside contracts, and taking into account current National Association of Medical Examiners and American Board of Forensic Toxicology accreditation standards.

The Medical Examiner's Office representatives and I, along with the representative from PBO and the Purchasing Office, have now completed negotiations with Crime Lab Design representatives and feel the revised fee proposal of \$102,500.00 and task breakdown (invoice milestones) are acceptable.

Thank you for your consideration in this matter.

**Cc:** Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, PBO  
Dr. David Dolinak, Chief Medical Examiner  
Toby Fariss, Contract Compliance Specialist, Emergency Services  
Jorge Talavera, Purchasing Office

Budget Adjustment: 24244

Fyr \_ Budget Type: 2011-Reg  
 PBO Category: Amendment  
 Just: Other

Author: 47 - LEGO, CHRISTINE  
 Court Date: Tuesday, Oct 26 2010

Created: 10/9/2010 3:56:40 PM  
 Dept: RESERVES

Scheduled for Court approval Budget Amendment and transferes 10/26  
 For ME's Analysis and Financial Feasibility Study.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			102,500
				102,500
To Account		Project		Amount
001-3810-572-6099	OTHER PURCHASED SERVICES			102,500
				102,500

Approvals	Dept	Approved By	Date Approved
Originator	47	CHRISTINE LEGO	10/9/2010 3:57:58 PM
DepOffice	47	CHRISTINE LEGO	10/11/2010 10:07:14 AM
DepOfficeTo	47	CHRISTINE LEGO	10/12/2010 9:31:03 AM

*Raymond Nellis 10-21-10*



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

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314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Jessica Rio, Assistant Budget Director 

**DATE:** October 18, 2010

**SUBJECT:** TNR Budget Adjustment – Hamilton Pool

The attached budget adjustment will move funds from the General Fund Allocated Reserve to TNR for work related to the clean up efforts at Hamilton Pool. This work was discussed with the Commissioners Court on October 12, 2010 (agenda item # 24). These funds represent a portion of the settlement received by the County for this purpose and were certified in FY 10 with an expectation that they would be encumbered in FY 10. However, due to a timing difference in a pending budget adjustment and the purchase requisition, the funds remained unencumbered at year end and fell to the ending fund balance. These funds are not certified in FY 11 and will be part of fund balance for FY 12. Nevertheless, the department needs access to the funds in order to proceed with this project.

This budget adjustment totals \$599,970. The General Fund Allocated Reserve has a current balance of \$8,957,642 and will fall to \$8,357,672 with approval of this adjustment. While PBO would have preferred that these funds had been encumbered for this purpose in FY 10, the Allocated Reserve has sufficient balance to transfer these funds in FY 11 for the work to proceed until the funds become available for budgeting in FY 12.

cc: Joe Gieselman (TNR)  
Cynthia McDonald (TNR)  
Leroy Nellis (PBO)  
Rodney Rhoades (PBO)



RECEIVED

10 SEP 10 PM 3: 22

**TRANSPORTATION AND NATURAL RESOURCES**  
**JOSEPH P. GIESELMAN, EXECUTIVE MANAGER**

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

September 9, 2010

**MEMORANDUM**

TO: Rodney Rhoades, Executive Manager, Planning and Budget Office

FROM: *Carol B. Doyle for*  
Joseph P. Gieselman, Executive Manager

SUBJECT: Approve Budget Transfers for Hamilton Pool Cleanup Project

**Proposed Motion:** Approve a general fund budget transfer for \$599,970 from department 10 to department 49 for remaining settlement money related to the Hamilton Pool cleanup project. Also approve additional funding of up to \$335,000 for completion of the Hamilton Pool cleanup project.

**Summary and Staff Recommendation:** TNR is requesting that the Commissioner's Court approve a transfer of \$599,970 from department 10 to department 49 in the general fund. The \$599,970 is the remaining amount of settlement money that is to be allocated to TNR in order to complete the Hamilton Pool Creek clean up project. The Auditor's Office has certified the \$599,970 into account 001-100-381-7099.

In December 2009 the Commissioners Court approved a contract modification with Espey Consultants Inc. for the clean up of the Hamilton Pool and Creek. Phase I of this work is in progress. The total expected costs for both Phase I and II of this project is \$2,434,187.58. The total settlement funds received is \$2,099,970, which leaves a budget short fall of (\$334,217.58). TNR therefore requests that PBO also seek approval from the Commissioners Court for additional funding of up to \$335,000 from either an appropriate risk fund or general fund allocated reserves to cover the funding short fall.

**Budgetary and Fiscal Impact:** This will reduce a risk or general fund allocated reserve account by \$335,000.

**Required Authorizations:** Planning and Budget Office, Jessica Rio.

**Exhibits:** Budget transfers will be entered into the automated system once the transfer from account information is available. Copies of supporting documentation are attached.

Page 2

September 9, 2010

Budget Transfer Request – Hamilton Pool Cleanup, From Fund 001 Department 10 to Department 49

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DWJ:JPG:dwj

Attachments

cc: *AWJ* Charles Bergh, TNR  
Keith Coburn, TNR  
Jason Walker, Purchasing  
Jessica Rio, PBO  
Donna Williams-Jones, TNR

Budget Adjustment: 24331

Fyr \_ Budget Type: 2011-Reg

Author: 49 - WILLIAMS-JONES, DONNA

Created: 10/13/2010 5:05:35 PM

PBO Category: Amendment

Court Date: Tuesday, Oct 26 2010

Dept: RESERVES

Just: Other

To move settlement funds received for the Hamilton Pool Cleanup project from allocated reserves. These funds went to a Dept. 10 general fund account in August 2010 but were not pre-encumbered. PBO (Jessica Rio) has requested that TNR enter a BAF to move the \$599,970 from reserves to Dept. 49

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			599,970
				599,970
To Account		Project		Amount
001-4908-628-6099	OTHER PURCHASED SERVICES			599,970
				599,970

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	10/13/2010 5:05:43 PM
DepOffice	9	JESSICA RIO	10/14/2010 9:33:16 AM
DepOfficeTo	49	CYNTHIA MCDONALD	10/14/2010 12:06:15 PM

*Resonance Mellis 10-21-10*



**PLANNING AND BUDGET OFFICE**  
**TRAVIS COUNTY, TEXAS**

314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst  
**DATE:** February 5, 2011  
**RE:** Request from HRMD to Reallocate One-time Vacancy Savings for ACC Internship Program and Other Temporary Employee Needs

The FY 11 Adopted Budget includes an earmark against the General Fund Allocated Reserve of \$25,885 to assist departments that are not able to internally fund the cost of participating in the ACC Internship Program. The amount was based on half of the cost of 10 interns per year with the assumption five of the positions could be internally funded by departments. The Fall Semester includes seven departments participating rather than five because two additional interns were placed with the County that were originally intended for LCRA. Five of the current seven interns have been internally funded. Transportation and Natural Resources (TNR) and Information and Telecommunications Systems (ITS) have requested the approval to use internal temporary vacancy savings. In addition, Criminal Justice Planning and the Civil Courts have requested to use to funds earmarked against the Allocated Reserve for the program. The table below summarizes those departments participating in the program for the 2010 Fall Semester.

<b>Department</b>	<b>Budget Notes*</b>
County Judge	Internally funded. No additional action needed.
HRMD	Internally funded. No additional action needed.
FMD	Internally funded. No additional action needed.
TNR	Internally funded. Commissioners Court approval is requested to approve transfer totaling \$3,600 from vacancy savings (\$2,160 Road and Bridge and \$1,140 General Fund).
ITS	Internally funded. Commissioners Court approval is requested to approve transfer totaling \$3,236 from vacancy savings.
Criminal Justice Planning	Commissioners Court approval is requested to approve amendment totaling \$3,975 from earmark.
Civil Courts (Intern for 419 <sup>th</sup> District Court)	Commissioners Court approval is requested to approve amendment totaling \$5,178 from earmark.

\*Transfer and amendment amounts vary depending on start date in FY 10 vs FY 11.

PBO recommends approval of the attached three transfers and two budget amendments. Any unused funds transferred from the Allocated Reserve to Criminal Justice Planning or the Civil Courts will be transferred back to the Allocated Reserve and will be available for the Spring Semester. The earmark for the program will be adjusted to \$16,732 upon approval of the amendments.

cc: Diane Blankenship, HRMD  
Harve Franklin, HRMD  
Judge John Dietz, Local Administrative Judge  
Judge Orlanda Naranjo, 419<sup>th</sup> District Court  
Rogers Jeffries, Criminal Justice Planning  
Julie Cullen, Criminal Justice Planning  
Joe Harlow, ITS  
Nick Macik, ITS  
Rodney Rhoades, PBO  
Leroy Nellis, PBO  
Diana Ramirez, PBO  
Randy Lott, PBO  
Katie Gipson, PBO

Budget Adjustment: 24279

Fyr \_ Budget Type: 2011-Reg

Author: 55 - CULLEN, JULIANNA

Created: 10/12/2010 1:40:04 PM

PBO Category: Amendment

Court Date: Tuesday, Oct 26 2010

Dept: RESERVES

Just: Other

Transfer of funds from Allocated Reserves into payroll line items for requested interns. Cullenj 44751

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			3,975
				3,975
To Account		Project		Amount
001-5500-557-0801	REG SALARIES-TEMP EMPL			3,300
001-5500-557-2002	FICA TAX - OASDI			205
001-5500-557-2005	RETIREMENT CONTRIBUTION			378
001-5500-557-2006	WORKER'S COMPENSATION			44
001-5500-557-2007	FICA TAX - MEDICARE			48
				3,975

Approvals	Dept	Approved By	Date Approved
Originator	55	JULIANNA CULLEN	10/12/2010 1:40:12 PM
DepOffice	55	JULIANNA CULLEN	10/12/2010 1:40:14 PM
DepOfficeTo	55	JULIANNA CULLEN	10/12/2010 1:40:25 PM

*Project Kellis 10-21-10*

Budget Adjustment: 24179

Fyr \_ Budget Type: 2011-Reg  
 PBO Category: Amendment  
 Just: Negbal

Author: 22 - MICHAEL, AMANDA  
 Court Date: Tuesday, Oct 26 2010  
 To cover projected expenditures for fall semester ACC Intern for 419th District Court

Created: 10/6/2010 10:25:17 AM  
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,178
				5,178
To Account		Project		Amount
001-2210-544-0801	REG SALARIES-TEMP EMPL			4,800
001-2210-544-2002	FICA TAX - OASDI			298
001-2210-544-2006	WORKER'S COMPENSATION			10
001-2210-544-2007	FICA TAX - MEDICARE			70
				5,178

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	10/6/2010 10:25:24 AM
DepOffice	22	MARGARET LIEDTKE	10/6/2010 11:05:43 AM
DepOfficeTo	22	AMANDA MICHAEL	10/6/2010 11:27:09 AM
PBOAnalyst	9	TRAVIS GATLIN	10/7/2010 3:13:59 PM

*Margaret Nellis 10-21-10*

11

Budget Adjustment: 24204

Fyr \_ Budget Type: 2011-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 10/7/2010 10:29:33 AM

PBO Category: Transfer

Court Date: Tuesday, Oct 26 2010

Dept: TNR (TRANS & NATRL RESRC)

Just: Other

To transfer funds to the temporary salary line item for the ACC Intern, through projected end date of 12/22/2010.

From Account	Acct Desc	Project	Proj Desc	Amount
099-4901-621-0701	REG SALARIES-PERMNT EMPL			2,160
				2,160
To Account		Project		Amount
099-4901-621-0801	REG SALARIES-TEMP EMPL			2,160
				2,160

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	10/7/2010 10:29:42 AM
DepOffice	49	SYDNIA CROSBIE	10/8/2010 6:58:04 AM

*Reveret Nellis 10-21-10*

Budget Adjustment: 24203

Fyr \_ Budget Type: 2011-Reg  
 PBO Category: Transfer  
 Just: Other

Author: 49 - MCDONALD, CYNTHIA  
 Court Date: Tuesday, Oct 26 2010  
 To transfer funds to the temporary salary line item for the ACC Intern, through projected end date of 12/22/2010.

Created: 10/7/2010 10:28:49 AM  
 Dept: TNR (TRANS & NATRL RESRC)

From Account	Acct Desc	Project	Proj Desc	Amount
001-4901-621-0701	REG SALARIES-PERMNT EMPL			1,440
				1,440
To Account		Project		Amount
001-4901-621-0801	REG SALARIES-TEMP EMPL			1,440
				1,440

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	10/7/2010 10:29:43 AM
DepOffice	49	SYDNIA CROSBIE	10/8/2010 6:58:05 AM

*Royce Nellis 10-21-1*

Budget Adjustment: 24258

Fyr\_ Budget Type: 2011-Reg  
 PBO Category: Transfer  
 Just: CommCodeRq

Author: 12 - MACIK, NICHOLAS  
 Court Date: Tuesday, Oct 26 2010  
 ACC Intern FY 11 Funding (Salary Savings Slot No. 5)

Created: 10/11/2010 2:40:09 PM  
 Dept: INFORMATION & TELECOMMUNI

From Account	Acct Desc	Project	Proj Desc	Amount
001-1250-523-0701	REG SALARIES-PERMNT EMPL			3,236
				3,236
To Account		Project		Amount
001-1260-523-0801	REG SALARIES-TEMP EMPL			3,000
001-1260-523-2002	FICA TAX - OASDI			186
001-1260-523-2006	WORKER'S COMPENSATION			6
001-1260-523-2007	FICA TAX - MEDICARE			44
				3,236

Approvals	Dept	Approved By	Date Approved
Originator	12	NICHOLAS MACIK	10/11/2010 2:42:32 PM
DepOffice	12	NICHOLAS MACIK	10/11/2010 2:54:18 PM

*Royce Kellie 10-21-10*

Budget Adjustment: 24351

Fyr\_ Budget Type: 2011-Reg  
 PBO Category: Transfer  
 Just: Other

Author: 39 - KLEPAC, ROBERT  
 Court Date: Tuesday, Oct 26 2010

Created: 10/14/2010 1:22:48 PM  
 Dept: COMMUNITY SUPERV & CORR

Transfer overtime salary and benefits to 6031 Security Services in Operating. Private security cost is less than half the cost of Constable overtime for evening security.

From Account	Acct Desc	Project	Proj Desc	Amount
001-3910-585-1101	REGULAR OVERTIME PAY			24,264
001-3910-585-2002	FICA TAX - OASDI			1,504
001-3910-585-2005	RETIREMENT CONTRIBUTION			2,599
001-3910-585-2006	WORKER'S COMPENSATION			49
001-3910-585-2007	FICA TAX - MEDICARE			352
				28,768
To Account		Project		Amount
001-3910-585-6031	SECURITY SERVICES			28,768
				28,768

Approvals	Dept	Approved By	Date Approved
Originator	39	ROBERT KLEPAC	10/14/2010 1:46:32 PM
DepOffice	39	ROSIE RAMON-DURAN	10/14/2010 2:05:14 PM

*PBO concurs. This change will be reflected in the departments' FY 12 Budget target*

*Robert Klepac  
 10/14/10  
 Rosie Ramon-Duran 10-21-10*

# ADULT PROBATION DEPARTMENT

*of Travis County*

<b>Central Unit</b> 411 W. 13 <sup>th</sup> Street, Suite 400 Austin, TX 78701 512-854-4600 512-854-4606 Fax	<b>North Unit</b> 10409 Burnet Rd Austin, TX 78758 512-854-9775 512-854-4533 Fax	<b>Mental Health Unit</b> 4920 IH 35 North Suite 110 Austin, TX 78751 512-854-1800 512-854-5285 Fax	<b>South Unit</b> 4011 McKinney Falls Pkwy Suite 1300 Austin, TX 78744 512-854-CSCD (2723) 512-854-4612 Fax	<b>SMART</b> 3404 S FM 973 Del Valle, TX 78617 512-854-3150 512-247-5567 Fax
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Mailing Address: PO Box 2245 Austin, Texas 78768-2245

[www.co.travis.tx.us/AdultProbation](http://www.co.travis.tx.us/AdultProbation)

Voice Response System: 512-495-6563 or 1-800-451-3887

Dr. Geraldine Nagy, Director  
Rosie Ramón-Durán, Assistant Director

## MEMORANDUM

TO: Travis County Commissioner's Court

FROM: Geraldine Nagy

DATE: October 14, 2010

SUBJECT: Budget Adjustment 24351

We request approval of Budget Adjustment 24351 which transfers Salary Overtime and Benefits totaling \$28,768 to Security Services in Operating.

These funds were set up to pay for evening security by the Constable at Precinct 4. The expansion of counseling services within our department makes it necessary to start evening sessions at Precinct 2 where security must also be provided. Private armed security can be provided at less than half the cost of the Constable, which we pay at time and a half.

Geraldine Nagy

Cc: Rosie Ramon-Duran  
Bob Klepac  
Katie Petersen, PBO  
Michelle Gable, Auditor



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

---

314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court *Travis R. Gatlin*  
**FROM:** Travis R. Gatlin, Sr. Planning and Budget Analyst  
**DATE:** October 15, 2010  
**RE:** HHS & VS Internal Budget Transfer for AmeriCorps Grant Cash Match

The Health and Human Services and Veterans Services has submitted an internal budget transfer for the AmeriCorps grant cash match. The transfer totals \$164,415. Funding for this purpose was identified by the department during the FY 11 budget process and has been anticipated by PBO. The funds are from savings from vacant positions held open within the Texas AgriLife Extension specifically for the match. The budget transfer requires Commissioners Court approval per the budget rules since the funds are from their salary budget. The department has used the internal resources from positions held open for the match for the last several years. The Commissioners Court approved a similar transfer last year for the FY 10 match.

PBO recommends approval of the requested internal budget transfer.

cc: Sherri Fleming, Health and Human Services and Veterans Services  
Robert Richter, Texas AgriLife Extension  
Lillianne Goeders, Extension Agent, 4-H CAPITAL  
Kathleen Haas, Health and Human Services and Veterans Services  
John Bradshaw, Health and Human Services and Veterans Services  
Ellen Heath, Financial Analyst, Travis County Auditor's Office  
Rodney Rhoades, Planning and Budget Office  
Leroy Nellis, Planning and Budget Office



RECEIVED

10 OCT 15 PM 3:48

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

10 OCT 15 PM 3:48

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

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

**DATE:** October 15, 2010  
**TO:** Members of the Commissioners Court  
**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming, Executive Manager  
Travis County Health and Human Services and Veterans Service  
**SUBJECT:** Budget transfers for AmeriCorps grant cash match

**Proposed Motion:**

Consider and take appropriate action to approve budget transfers to provide the required cash match for the FY'11 AmeriCorps grant.

**Summary and Staff Recommendation:**

The Commissioners Court approved the FY'11 AmeriCorps grant contract for \$298,367 on 8/17/10. The grant budget requires a cash match totaling \$164,415 to help cover personnel and operating expenses. Texas AgriLife Extension is keeping slots 7, 16, 22, and 27 vacant in order to provide the cash match. Travis County Budget Rules require court permission to transfer money from regular salary and benefit line items.

TCHHSVS staff recommends approving these transfers.

**Budgetary and Fiscal Impact:**

The \$164,415 is coming from the following line items:

001-1800-613-0701	\$112,280
001-1800-613-2002	\$ 6,961
001-1800-613-2003	\$ 30,192
001-1800-613-2004	\$ 348

001-1800-613-2005	\$ 12,845
001-1800-613-2006	\$ 219
001-1800-613-2007	\$ 1,570.

**Issues and Opportunities:**

The AmeriCorps grant is revenue neutral. It will not increase the General Fund budget.

**Background:**

FY'11 is the eighth year of the Travis County AmeriCorps program.

Cc: Robert Richter, Director, Texas AgriLife Extension Service  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst, Travis County Auditor's Office  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office

Budget Adjustment: 24226

Fyr \_ Budget Type: 2011-Reg  
 PBO Category: Transfer  
 Just: CommCodeRq

Author: 58 - BRADSHAW, JOHN  
 Court Date: Tuesday, Oct 26 2010  
 This is the County Contribution to Grant for the FY'11 AmeriCorps program.

Created: 10/7/2010 5:02:13 PM  
 Dept: CO. AGRICULTURAL EXT SERV

From Account	Acct Desc	Project	Proj Desc	Amount
001-1800-613-0701	REG SALARIES-PERMNT EMPL			112,280
001-1800-613-2002	FICA TAX - OASDI			6,961
001-1800-613-2003	HOSPITALIZATION			30,192
001-1800-613-2004	LIFE INSURANCE			348
001-1800-613-2005	RETIREMENT CONTRIBUTION			12,845
001-1800-613-2006	WORKER'S COMPENSATION			219
001-1800-613-2007	FICA TAX - MEDICARE			1,570
				164,415
To Account		Project		Amount
001-1800-613-9001	CO. CONTR. TO GRANTS			164,415
				164,415

Approvals	Dept	Approved By	Date Approved
Originator	58	KATHLEEN HAAS	10/15/2010 9:16:02 AM
DepOffice	58	KATHLEEN HAAS	10/15/2010 9:16:04 AM

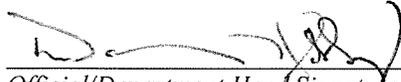
*Roger Willis 10-21-10*

Rev. 6-22-2010

## Travis County Monthly Cellular Service Allowance REQUEST

**FORM** Pursuant to Travis County Code, Chapter 39, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

OCT 30 10 10 AM '10  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

  
\_\_\_\_\_  
Official/Department Head Signature and Date

10/01/10  
\_\_\_\_\_  
effective date

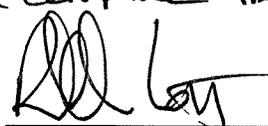
NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A, 135595, Executive Assistant, # 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**  
cancel county Blackberry service and going to a cell phone allowance.

PBO note: Funding resides in cell phone line item. No need to move additional funds.

Reviewed by PBO

 10/19/10  
\_\_\_\_\_  
signature and date

Approved by Commissioner's Court

\_\_\_\_\_  
Date

Processed by Auditor's Office

\_\_\_\_\_  
signature and date

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager  
Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email  
Brad.Bearden@co.travis.tx.us

**Allocated Reserve Status (001-9800-981-9892)**

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
(\$18,768)	District Attorney	10/19/10	Family Protection Fund
\$27,078	Various	10/15/2010	Canceled Purchase Orders
<b>\$8,961,509</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
(\$200,000)	Transition Planning
(\$25,885)	ACC Internship Program
(\$200,000)	Television Cable Service for Travis County
(\$185,439)	Family Drug Treatment Court
(\$184,727)	Drug Court Grant Reserves
(\$21,060)	Cadaver Contract Increase
(\$57,137)	DWI Court Program
(\$20,000)	HAZMAT Allocated Reserves
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2
(\$25,000)	Cash Match for MHPD Expansion grant
(\$51,494)	MHPD FY 11 Continuation funding
(\$50,000)	Postage and Postage
(\$200,000)	Managed Print Services
(\$255,000)	Workforce Development Pilot Programs
(\$400,000)	Civil Indigent Attorney Fees
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$200,000)	Transition Planning
(\$70,000)	Redistricting
(\$175,000)	Special Election for Senator Wentworth
(\$250,000)	Conservation Easment
(\$230,498)	McKinney Falls Grant Match
<b>(\$3,177,945)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$5,783,564</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

**Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)**

Amount	Dept Transferred Into	Date	Explanation
\$496,980			Beginning Balance
<b>\$496,980 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY11 Budget Process:**

Amount	Explanation
(\$135,000)	Video Surveillance Phase 2 of 3
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
<b>(\$90,000) Total Possible Future Expenses (Earmarks)</b>	

**\$406,980 Remaining CAR Balance After Possible Future Expenditures**

**Emergency Reserve Status (001-9800-981-9814)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$4,950,000			Beginning Balance
<b>\$4,950,000 Current Reserve Balance</b>			

**Fuel & Utility Reserve Status (001-9800-981-9819)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Planning Reserve Status (001-9800-981-9821)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,100,000			Beginning Balance
<b>\$2,100,000 Current Reserve Balance</b>			

**Juvenile Justice TYC (001-9800-981-9829)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**Future Grant Requirements Reserve Status (001-9800-981-9837)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$596,369			Beginning Balance
<b>\$596,369 Current Reserve Balance</b>			

**Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$51,280			Beginning Balance
<b>\$51,280 Current Reserve Balance</b>			

**Unallocated Reserve Status (001-9800-981-9898)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$48,595,756			Beginning Balance
<b>\$48,595,756 Current Reserve Balance</b>			

**BEFIT Auditor Reserve Status (001-9800-982-9902)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,099,930			Beginning Balance
<b>\$1,099,930 Current Reserve Balance</b>			

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

Please consider the following item for:

10-26-10

I. A. Request made by: Planning & Budget Office

Review and approve requests regarding grant proposals, applications, contracts, and permissions to continue, and take other appropriate actions:

- A. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Driving While Intoxicated (DWI) Court Program in the Community Supervision and Corrections Department;
- B. Annual contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families, to continue the Office of Child Representation managed by Criminal Justice Planning;
- C. Annual contract with the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families, to continue the Office of Parental Representation managed by Criminal Justice Planning;
- D. Annual contract with the United States Department of Health and Human Services for Travis County to continue to participate in the Parenting in Recovery Project with the Travis County Health and Human Services and Veterans Services serving as the regional partnership project lead. The contract is for the fourth year of the potential five year grant;
- E. New contract with the Office of Juvenile Justice and Delinquency Prevention for Juvenile Probation to receive a four year grant to enhance the department's existing drug court;
- F. New contract with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, for Juvenile Probation to receive year one of a potential four year grant to enhance the department's existing drug court; and
- G. Amendment Number Two to the Interlocal Agreement with the City of Austin related to the 2007 Byrne Justice Assistance (JAG) Program award for law enforcements projects within the Travis County Sheriff's Office that will extend the end date by an additional six months to complete the project.

Approved by:

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (854-9106)**

\_\_\_\_\_ Additional funding for any department or for any purpose

\_\_\_\_\_ Transfer of existing funds within or between any line item budget

\_\_\_\_\_ Grant

**Human Resources Department (854-9165)**

\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

**Purchasing Office (854-9700)**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9415)**

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

## TRAVIS COUNTY

10/26/2010

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2011

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 Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
<b>Contracts</b>											
a	39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$0	\$234,391	4	R	MC	10
b	55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	R	MC	19
c	55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$0	\$673,000	8	R	MC	32
d	58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	R	EC	47
e	45	Juvenile Treatment Drug Court- OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$0	\$566,646	2.5	R	MC	77
f	45	Juvenile Treatment Drug Court- SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$0	\$199,820	0	R	MC	185
g	37	2007 Byrne Justice Assistance Grant (JAG)	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$0	\$203,845.50	0	R	MC	264

**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 2011 Grants Summary Report

### Outstanding Grant Applications

*The following is a list of grants for which application has been submitted since October 1, 2010, and the notification of award has not yet been received.*

*American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Term</b>	<b>Grant Award</b>	<b>County Match</b>	<b>In-Kind</b>	<b>Program Total</b>	<b>FTEs</b>	<b>Cm. Ct. Approval Date</b>
24	Formula Grant - Indigent Defense Grants Program	10/1/2010 - 9/30/2011	\$446,456	\$0	\$0	\$446,456	0	10/12/2010
			\$446,456	\$0	\$0	\$446,456	0	

2

**FY 2011 Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2010*

*American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italicized. Additional details for these grants are summarized on a separate page in the document.*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Term</b>	<b>Grant Award</b>	<b>County Match</b>	<b>In-Kind</b>	<b>Program Total</b>	<b>FTEs</b>	<b>Cm. Ct. Approval Date</b>
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$0	\$0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$0	\$0	\$400,000	0.75	10/12/2010
			<b>\$463,775</b>	<b>\$0</b>		<b>\$463,775</b>	<b>0.00</b>	

## FY 2011 Grants Summary Report

### Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	*Department of Energy (DOE) Weatherization Program			\$20,000		5/11/2010	8/24/2010	Pending
58	*Low-Income Energy Assistance Program (LIHEAP)			\$30,000		5/11/2010	5/25/2010	\$7,170 has been reclassified. Remaining amount is pending.
19	Family Violence Accelerated Prosecution Program	\$5,672	\$5,672	\$11,344	1.5	8/17/2010	9/28/2010	Pending
45	Residential Substance Abuse Treatment Program	\$8,997	\$8,997	\$17,994	1	8/24/2010	Awaiting Contract	No
24	Drug Diversion Court	\$4,701	\$4,701	\$9,402	1	8/24/2010	Awaiting Contract	No

## FY 2011 Grants Summary Report

### Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
24	Travis County Veteran's Court	\$6,982	\$6,982	\$13,964	1	8/24/2010	Awaiting Contract	No
22	Drug Diversion Court	\$5,112	\$5,112	\$10,224	1	8/31/2010	Awaiting Contract	No
58	Parenting in Recovery (Personnel)	\$12,976	\$12,976	\$12,976	1	9/21/2010	Awaiting Contract	No
58	Parenting in Recovery (Operating)*	\$0	\$0	\$50,500	1	9/21/2010	Awaiting Contract	No
22	Drug Diversion Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	Awaiting Contract	No
24	Drug Diversion Court	\$4,878	\$4,878	\$9,756	1	9/28/2010	Awaiting Contract	No
24	Travis County Veteran's Court	\$7,222	\$7,222	\$14,444	1	9/28/2010	Awaiting Contract	No
19/37	Family Violence Protection Team (19)	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	Awaiting Contract	No

## FY 2011 Grants Summary Report

### Permission to Continue

List also includes any items from FY 10 that have not yet been fully resolved.

Name of Dept Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
19/37 Family Violence Protection Team (37)	\$13,121	\$13,121	\$26,242	2	10/5/2010	Awaiting Contract	No
Totals	\$44,440	\$44,440	\$176,404	7.5			

\* Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

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

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

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

**Grant Contracts approved by Commissioners Court**

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

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. <i>Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.</i>	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. <i>The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.</i>	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. <i>Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.</i>	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. <i>FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.</i>	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households	\$ -	\$ -	\$ 2,311,350	TBD	\$ 2,187,544	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) <i>Funds to be used for approx 39 water connections for Plainview Estates.</i>	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). <i>Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.</i>	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 4,728,764</b>	<b>\$ 1,135,059</b>	<b>\$ 2,172,470</b>	<b>\$ 1,260,059</b>	<b>\$ 1,507,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

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

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
	Grant Amount	Add. County Impact										
Approved Applications Pending Notification (Potential Impact)	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ -	\$ 125,000
Approved Contracts	\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 4,728,764	\$ 1,135,059	\$ 2,172,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059
<b>Combined Totals</b>	<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,719,525</b>	<b>\$ 2,200,626</b>	<b>\$ 4,828,764</b>	<b>\$ 1,160,059</b>	<b>\$ 2,172,470</b>	<b>\$ 1,385,059</b>	<b>\$ 1,507,470</b>	<b>\$ 1,885,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,885,059</b>



TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS THAT ARE PENDING AWARD NOTIFICATION

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

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

**Outstanding Grant Applications**

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact										
Criminal Justice Planning	Mental Health Public Defender Expansion Grant Will add two FTE, an attorney and case worker to the office. <b>Travis County would assume the full cost of the FTE after the grant period has ended. This grant is in addition to the current \$625,000 grant with the Texas Task Force on Indigent Defense</b>	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 100,000	\$ 25,000	\$ -	\$ 125,000	\$ -	\$ 125,000		\$ 125,000
Totals		\$0	\$0	\$100,000	\$25,000	\$100,000	\$25,000	\$0	\$125,000	\$0	\$125,000	\$0	\$125,000

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

### GRANT SUMMARY SHEET

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

Department/Division:	39/10 Travis County Adult Probation
Contact Person/Title:	Lila Oshatz, Director of Social Services
Phone Number:	512-854-7602

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From: 9/1/2010	To: 8/31/2011	
Grantor:	Office of the Governor, Criminal Justice Division		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:		\$215,088				\$215,088
Operating:		14,707				14,707
Capital Equipment:		0				0
Indirect Costs:		4,596				4,596
<b>Total:</b>	\$0	\$234,391	\$0	\$0	\$0	\$234,391
FTEs:		4.00				4.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Maintain or reduce current recidivism rate of 29%	29%					29%
Measures For Grant						
Number of new enrollments	64					64
Outcome Impact Description	Will pro-actively enroll new participants.					
Number of successful completions	48					48
Outcome Impact Description	Program is 12 months in duration; successful completions are a mixture of participants from current and previous fiscal years.					
Outcome Impact Description						

**PBO Recommendation:**

This is the annual grant contract to continue the DWI Court program in the Adult Probation department. There is no grant match. PBO recommends approval.

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

The mission of the Travis County Adult Probation DWI Court is to enhance public safety by providing an intensive, judicially supervised program of team-based counseling, treatment, and supervision for alcohol/substance dependent DWI offenders. This mission is accomplished through collaborative partnerships among the DWI Court, public agencies, and community-based organizations. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals:

1. Participants will receive timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Request is for continuation funding to continue to support DWI Court operations.

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

In FY 2010, the Department applied for Federal funding through SAMHSA to support a portion of service provision to the target population, misdemeanor repeat DWI offenders, through FY 2013. The Department is currently in negotiations with SAMHSA regarding implementation of funds. Additionally, the Department will continue to apply for state funding through the Governor's Office to support DWI Court program needs.

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

No match requirement

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

Yes

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

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of Federal, State and Department funds.

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

This is a continuation program from FY 2009. If and when the County is approached as a funding partner, requested funds would serve only misdemeanor DWI offenders. This population is not an eligible population for TDCJ-CJAD grant funds as those funds target high risk felony populations.

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 DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
STATEMENT OF GRANT AWARD

**Grant Number:** SF-11-A10-20672-03  
**Program Fund:** SF-State Criminal Justice Planning (421) Fund  
**Grantee Name:** PREVIEW - Travis County - PREVIEW -  
**Project Title:** Travis County Adult Probation DWI Court  
**Grant Period:** 09/01/2010 - 08/31/2011  
**Liquidation Date:** 11/29/2011  
**Date Awarded:** September 29, 2010  
**CJD Grant Manager:** LaTanya Tatum

**CJD Award Amount:** \$234,391.00  
**Grantee Cash Match:** \$0.00  
**Grantee In Kind Match:** \$0.00  
**Total Project Cost:** \$234,391.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

1



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** September 29, 2010

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

**Financial Reporting** – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)  
July 22 (April-June quarter)  
October 22 (July-September quarter)  
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

**Payment Authorization** – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

**Generated Program Income** – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

**Grant Funded Personnel** – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

**Project Changes** – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

**Equipment** – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

**Fidelity Bond** – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

**Required Notifications** – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

**Project Effectiveness** – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

**Programmatic Reporting** – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

**Monitoring** – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established 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.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lcp.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

**OneStar Foundation Registration and Organization Profile for Nonprofit Corporations** - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

### GRANT SUMMARY SHEET

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

Department/Division:	Justice and Public Safety - Dept 55
Contact Person/Title:	Kimberly Pierce - Project Manager
Phone Number:	854-4764

Grant Title:	Office of Child Representation		
Grant Period:	From: 10/1/2010	To: 9/30/2011	
Grantor:	The Supreme Court of Texas, Permanent Judicial Commission for Children, Youth & Families		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$45,088			\$561,788		\$606,876
Operating:	4,912			61,212		66,124
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$623,000</b>	<b>\$0</b>	<b>\$673,000</b>
FTEs:						8.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of clients served	400					400
Number of referrals made to community resources	400					400
Combined average favorable rating on training evaluations	80%					80%
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

This is the grant contract for the third year for the Office of Child Representation. The grant match is fully funded in Criminal Justice Planning's FY11 Adopted budget. PBO recommends approval.

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

Section 107.012 of the Texas Family Code requires a judge to appoint an attorney ad litem to represent the interests of children involved in Child Protective Services (CPS) civil lawsuits. This request is intended to improve compliance with the Family Code by continuing the establishment of a Child Public Defender Office. The office provides quality legal representation to children in CPS cases using experienced attorneys who have subject area expertise, institutional knowledge and experience with CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts request that the Commissioners Court continue to fund a public defender office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of the Office of Child Representation are those of a law office. The team's professionals investigate cases on behalf of each client, counsel the client throughout the case, conduct a thorough and independent investigation of each case, develop a case theory, participate in all court hearings, and prepare all documents necessary for appeal.

The office has the assistance of administrative staff, a social worker and a paralegal. The managing attorney ensures the office provides quality services, maintains the department's budget and develops policies and procedures for the office.

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

This grant will be in its final year of a three year grant with the state.

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.

The grant requires a \$623,000 county match (the state has agreed to pay \$50,000 in the final year of the grant). The department and the Commissioners Court are aware that after the three year grant period, the county will be responsible for 100% of the department's budget. Criminal Justice Planning will continue to seek alternative funding sources.

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

N/A

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The grant does not require program continuation. However, the grant did provide start up costs. Upon termination of the grant, these funds will be requested to be continued as part of the general fund.

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

The County is required to provide indigent attorney assistance and currently allocates significant general fund dollars toward this program; this grant, as well as the larger general fund for FY2011, provides a cost effective alternative for the provision of these services.

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

This grant provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of the OCR, cases will be handled in a more efficient and cost-effective manner.



# **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger W. Jefferies, Executive Manager**  
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

**Criminal Justice Planning**  
Roger W. Jefferies  
(512) 854-4415

**Counseling & Education Services**  
Caryl Colburn  
(512) 854-9540

**Juvenile Public Defender**  
Kameron D. Johnson  
(512) 854-4128

## **MEMORANDUM**

**To:** Rodney Rhoades, Executive Manager, Planning and Budget Office  
**Through:** Roger Jefferies, Executive Manager, Justice and Public Safety  
**From:** Julie Cullen, Financial Analyst, Justice and Public Safety  
**Date:** October 11, 2010  
**Subject:** Office of Child Representation – Notice of Grant Award

The Permanent Judicial Commission for Children, Youth and Families awarded Travis County Criminal Justice Planning a 3-year grant in FY 09 to implement an Office of Child Representation in Travis County. Funding was established at \$300,000 in the initial start up year, \$100,000 in the subsequent year, and \$50,000 in final year. Travis County would fund the remaining budget balance for each year, and assume the full funding of the program, if they deem the program successful. In FY 2011, Travis County has committed a match of \$623,000 with grant funding of \$50,000.

Attached to this memorandum is the Grant Summary Sheet required by PBO.

A requirement from the Permanent Judicial Commission for Children, Youth and Families and to continue funding in FY 11, the Commission requires that the Travis County approve and sign the attached Statement of Grant Award.

22



SUPREME COURT OF TEXAS PERMANENT JUDICIAL  
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Eva Guzman, Chair

Tina Amberboy, Executive Director

October 11, 2010

Ms. Leslie Hill  
Travis County  
PO Box 1748  
Austin, TX 78767

**RE: CIP Grant Documents**

Dear Ms. Hill:

On August 20, 2010, the Children's Commission voted to award FY2011 funds in the amount of \$50,000 to the Office of Child Representation from the Texas Court Improvement Program (CIP). The FY2011 award will be the final distribution of CIP funds for the project. Please carefully review the attached document and verify that the program you intend to execute is reflected accurately. If satisfactory, return an original with signature on Page 2 (Acceptance of the Award) and again on Page 3 (Certifications).

Also, please note that the annual report for your **FY2010** program is due to the Children's Commission within 45 days of the end of the grant year (ending on September 30, 2010). Please submit your annual report, accessible at [this link](#), via email to [mari.mcgovney@courts.state.tx.us](mailto:mari.mcgovney@courts.state.tx.us) no later than **November 15, 2010**.

Please contact Mari Aaron McGovney at 512-463-6878 if additional information is required.

Sincerely,

A handwritten signature in cursive script that reads "Tina Amberboy".

Tina Amberboy  
Executive Director

Attachment



SUPREME COURT OF TEXAS PERMANENT JUDICIAL  
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Eva Guzman, Chair

Tina Amberboy, Executive Director

## STATEMENT OF GRANT AWARD COURT IMPROVEMENT PROGRAM FY 2011

Grant Number: 201-11-0014  
 Grantee Name: Travis County  
 Program Title: Office of Child Representation  
 Grant Period: 10/01/2010 – 09/30/2011  
 Grant Award Amount: \$50,000

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). *The FY2011 grant represents the final year of CIP funding for this project.* The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	457,585	33,996	423,589	
b.	Fringe Benefits	149,291	11,092	138,199	
c.	Travel	11,000	817	10,183	
d.	Equipment	0	0	0	
e.	Supplies	41,124	3,055	38,069	
f.	Contractual	14,000	1,040	12,960	
g.	Construction	0	0	0	
h.	Other	0	0	0	
	<b>Total Direct Charges (sum a-h)</b>		0	0	
i.		673,000			
j.	Indirect Charges	0	0	0	
k.	<b>Totals</b>	673,000	50,000	623,000	

By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Subgrantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

Disbursement is subject to the availability of funds, and disbursed monthly on a reimbursement basis unless otherwise stated in the subgrantee's Award Activities.

\_\_\_\_\_  
Signature of Subgrantee

\_\_\_\_\_  
Signature

Samuel T. Biscoe, Constitutional County Judge  
Name & Title (must print or type)

Tina Amberboy, Executive Director  
Name & Title (must print or type)

Travis County  
Name of Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

25

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

\_\_\_\_\_  
Signature

26

## AWARD ACTIVITIES

**Grant Fund Category Requested:**  New  Continued

The FY2011 Grant Application of Travis County including the organization's proposed grant application objectives, purpose, and approved by the Children's Commission and its Basic Committee, is herein incorporated for all purposes unless otherwise noted.

### INTRODUCTION

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

The Office of Child Representation (OCR) in CPS cases provides quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide continued funding for part of the costs of the OCR.

By improving access to highly qualified legal services in this difficult area of law, the program is improving outcomes for children and improve the overall efficiency of the court process.

The office is able to provide the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney;
- development of institutional resources and subject-area expertise;
- trained support professionals;
- institutional knowledge that benefits clients and the community.

The Office of Child Representation is a small law office. The office:

- investigates cases on behalf of clients;
- conduct thorough and independent investigations of each client's case;
- conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of each client's case;
- counsel each client as appropriate throughout the case;
- meet with each client prior to each hearing or ask for an exception in accordance with the Texas Family Code 107.004(d);
- visit each client's placement at least once;
- ensure that each client is involved in his or her case planning, if age appropriate;
- attend family group conferences, family team meetings, case planning meetings, hearings, mediations and trials;
- ensure that all clients attend each permanency hearing unless excused by court order;

27

- ensure all clients age four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;
- prepare cases for appeal.

Through this grant, Travis County has leveraged County General Fund and grant resources in the creation of the office.

**PROGRAM OBJECTIVE**

- To provide legal counsel for 400 Abuse and neglect cases for the office as a whole. For this purpose, each child counts as a case;
- For all attorneys employed by the OCR to attend at least 8 hours of CLE each year on abuse and neglect related topics.

**PROGRAM ACTIVITIES**

**Policies and Procedures**

The OCR uses a Policy Manual consistent with Travis County’s Human Resource Department. The county will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary.

**Oversight Committee**

An oversight committee was formed to provide operational oversight and guidance to the OCR and to resolve any conflicts of interest that may occur between the OCR and the Office of Parental Representation. (OPR). The Oversight Committee consists of: 1) two County Commissioners, or their appointees; (2) two civil District Judges; (3) one representative of the Texas Department of Family and Protective Services; and (4) one private attorney with a background handling CPS-related civil litigation. The Oversight Committee was established in October 2008. The Oversight Committee meets monthly in Judge Darlene Byrne’s courtroom, 126<sup>th</sup> District Court, 4<sup>th</sup> Floor, Travis County Courthouse, 1000 Guadalupe St., Austin, Texas.

The current members of the Oversight Committee are:

Hon. Sam Biscoe	Travis County Commissioners Court	Hon. Sarah Eckhardt	Travis County Commissioners Court
Hon. Darlene Byrne	District Judge	Hon. Jeanne Meurer	District Judge
Shelia Brown	Texas Department of Family and Protective Services	Philip Wilson	private attorney

**Staff**

The OCR currently has full time equivalent (FTE) positions for a managing attorney, three staff attorneys, a social worker, a paralegal, a senior legal secretary and a legal secretary. The staff’s work is supplemented by Volunteer Programs.

OCR is appointed to cases by the court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing. The OCR took its first case on June 8, 2009. As of June 15, 2010, the OCR represented 302 clients in 148 active cases.

### **Collaboration**

The OCR has collaborated with The Office of Parental Representation (OPR) and the Travis County District Attorney's Office on a regular basis. One example of this collaboration is the CASA training in which all three agencies participate. Our offices are also involved in local Model Court activities, including the Search and Engagement Committee, in an effort to provide comprehensive services to clients, expand placement options and locate appropriate relatives for our clients. While each agency has a different role in the child welfare arena, we have been fortunate to find ways to collaborate in the shared goal of finding safe and loving caretakers for our clients and creating a stable environment for children.

Another ongoing collaboration has been in the OCR's approach to dually-managed youth; in other words, our clients who have involvement in the CPS as well as juvenile justice systems. The OCR has been involved in a number of trainings on dually managed youth and has fostered strong working relationships with the Travis County Juvenile Probation Department and the Travis County Juvenile Public Defender's Office. Our goal is to minimize duplication of services and loss of vital case management information related to our clients. We can achieve this by fostering and maintaining strong working relationships with professionals in other parts of the systems that affect our clients and by learning as much as possible about the juvenile justice laws and systems. To this end, the office is committed to attending juvenile continuing legal education events, such as the upcoming Juvenile Law seminar that will be held in June 2010 in Austin.

### **Training**

As part of the current FY2010 grant, the OCR committed to conduct no fewer than 4 trainings on issues of abuse and neglect before September 30, 2010. This commitment for the current grant term has been fulfilled through regular trainings for guardians ad litem through CASA of Central Texas. The OCR plans to expand its training audience as part of the 2011 grant cycle by providing training to attorneys and social workers as well.

One of the upcoming training opportunities that OCR will participate in is the October 2010 conference for the National Association of Counsel for Children (NACC). OCR will be presenting at least two separate training at this conference. In addition, the OCR plans to expand outreach to additional community partners, including social workers at area hospitals, about the work of the office and ways we can work best for clients by coordinating with partner providers.

One of the measurements of OCR's success is the percentage of staff assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. Each attorney and social worker in our office has completed well over 8 hours of continuing education this year, and we plan to do this each year in the future.

The OCR takes part in monthly Brown Bag continuing legal education that is offered by our local court (126<sup>th</sup> District Court). We are regular attendees at these trainings, and have been presenters as well. We also participate in cross-systems training, such as the

trainings OCR staff attended this year on dually managed juvenile cases. We are very interested in finding ways that our clients can receive the best services in the juvenile system, as well as the CPS system.

### **Services**

The OCR staff handles a large caseload involving allegations of child abuse and neglect. Our clients range in age from one day to 18 years of age. We have clients who are placed throughout Texas. Though we do not currently have any clients placed out of state, interstate placements are a possibility in any case we handle, depending on the location of appropriate relatives.

The OCR places a high value on meeting with each client as soon as possible after our appointment to the case. Our goal is to contact each client or placement within 24 hours by phone. We strive to visit our clients as soon as possible after we are appointed to the case. Though this can be challenging when children are placed in distant geographical locations, the team works together to ensure prompt contact. The OCR team visits each placement at least once and meets with every client before each statutorily-mandated hearing. Face-to-face client meetings are augmented with phone calls to relatives, placements, other child welfare professionals and providers who can give us a more comprehensive picture of each client's individual needs. Our social worker has been a vital part of the OCR team, conducting assessments of potential placements, attending client meetings and assisting with risk assessments. The staff attorneys are able to provide better representation for clients because they have the benefit of a trained social worker's assessments.

Clients who are able to participate (depending on age and ability to interact) are given an opportunity to be involved in their case planning through our regular client meeting. In addition, clients attend permanency hearings unless they are excused by the judge based on the particular circumstances of the client's case.

### **Systems Development**

Since the OCR began taking cases, the team has focused on developing systems that ensure consistency in client representation and allow the office to provide quality legal services. Toward that end, we have developed forms that can be used by all the staff attorneys. We have systems and backup systems in place to ensure that we attend hearings and meetings on schedule, comply with discovery requests and prepare for each aspect of our clients' cases in a timely way. For example, we use a backup staffing system to ensure that there is a staff attorney on call when any attorney is absent from the office. This helps the office respond quickly to emergencies that cannot wait for the assigned attorney's return to the office. In addition, the OCR has developed a schedule for regular case reviews with the managing attorney. These reviews allow each staff attorney and social worker to share case strategies and get input about ways to provide consistent and thorough representation. The OCR employs a team approach, with the goal of maximizing good results for clients through a multidisciplinary approach to our case work.

### **Subject Area Expertise**

The OCR team has devoted substantial resources to attending continuing legal education events to stay in touch with current child welfare law. We intend to continue this commitment to ongoing learning so that we can effectively represent our clients. Some current areas of interest are mental health and medication issues facing children in the CPS system, juvenile issues and the effects of domestic violence on our clients.

The OCR encourages its professional staff to gain as much subject matter expertise as possible. OCR attorneys participated in the first NACC board certification exam in 2010 and are looking forward to the results. One staff attorney represented the OCR at the NITA Trial Advocacy institute that was held in 2010. The office plans to encourage other staff attorneys to seek credentials and trainings like these in the future so that our office can stay on the cutting edge of child welfare law.

The OCR keeps a library of up-to-date legal and social work resources that help our team stay current on available community resources.

### **BUDGET NARRATIVE** (include information on match)

This grant would provide a percentage of the total outlay up to \$50,000 for the creation and operation of a Public Defender Office for Child Representation. The budget categories below are for the operation of the department.

\$457,585 – Personnel - Managing attorney, and three (3) staff attorneys as well as a paralegal, a senior legal secretary, a legal secretary, and a Social Worker.

\$149,291 – Estimated Travis County Fringe

\$11,000 – Travel (and Training) expenses for the attorneys and staff

\$41,124 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$14,000 – Contractual - Program evaluation and other contractual relationships.

### **Budget**

	Texas CIP Grant	Requested			
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a.	Personnel	457,585	33,996	423,589	
b.	Fringe Benefits	149,291	11,092	138,199	
c.	Travel	11,000	817	10,183	
d.	Equipment	0	0	0	
e.	Supplies	41,124	3,055	38,069	
f.	Contractual	14,000	1,040	12,960	
g.	Construction	0	0	0	
h.	Other	0	0	0	
i.	<b>Total Direct Charges (sum a-h)</b>	\$673,000	\$50,000	\$623,000	
j.	Indirect Charges	0	0	0	
k.	<b>Totals</b>	\$673,000	\$50,000	\$623,000	

**Requested Grant Period:** The Grant becomes effective October 1, 2010, and ends September 30, 2011 unless terminated or otherwise modified.

**Amount Requested:** \$50,000

### GRANT SUMMARY SHEET

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

Department/Division:	Justice and Public Safety - Dept 55
Contact Person/Title:	Kimberly Pierce - Project Manager
Phone Number:	854-4764

Grant Title:	Office of Parental Representation		
Grant Period:	From: 10/1/2010	To: 9/30/2011	
Grantor:	The Supreme Court of Texas, Permanent Judicial Commission for Children, Youth & Families		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$45,037			\$561,165		\$606,202
Operating:	4,963			61,835		66,798
Capital Equipment:						0
Indirect Costs:						0
Total:	\$50,000	\$0	\$0	\$623,000	\$0	\$673,000
FTEs:						8.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of clients served	400					400
Number of referrals made to community resources	400					400
Combined average favorable rating on training evaluations	80%					80%
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

This is the grant contract for the third year for the Office of Parental Representation. The grant match is fully funded in Criminal Justice Planning's FY11 Adopted budget. PBO recommends approval.

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

The Office of Parental Representation in Child Protective Services (CPS) cases provides quality, efficient and legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population.

The Civil Courts request that Commissioners Court continue funding a public defenders office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

With the collaboration of both the OPR and OCR and given its physical location, it allows staff the ability to communicate directly and efficiently with the district attorney, CPS, and all service providers based on the consistent representation of both offices being on all cases.

Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender will compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that does not sacrifice quality representation.

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

This grant will be in the final year of a three year grant with the State.

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.

The grant requires a \$623,000 county match (the state has agreed to pay in its final year of the grant \$50,000). The department and the Commissioners Court are aware that after the three year

grant period, the county will be responsible for 100% of the department's budget. Criminal Justice Planning will continue to seek alternative funding sources.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

The grant does not require program continuation. However, this grant provided start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 2011 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request provide an alternative method of indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.



# **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger W. Jefferies, Executive Manager**  
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

**Criminal Justice Planning**  
Roger W. Jefferies  
(512) 854-4415

**Counseling & Education Services**  
Caryl Colburn  
(512) 854-9540

**Juvenile Public Defender**  
Kameron D. Johnson  
(512) 854-4128

## **MEMORANDUM**

**To:** Rodney Rhoades, Executive Manager, Planning and Budget Office  
**Through:** Roger Jefferies, Executive Manager, Justice and Public Safety  
**From:** Julie Cullen, Financial Analyst, Justice and Public Safety  
**Date:** October 11, 2010  
**Subject:** Office of Parent Representation – Notice of Grant Award

The Permanent Judicial Commission for Children, Youth and Families awarded Travis County Criminal Justice Planning a 3-year grant in FY 09 to implement an Office of Parent Representation in Travis County. Funding was established at \$300,000 in the initial start up year, \$100,000 in the subsequent year, and \$50,000 in final year. Travis County would fund the remaining budget balance for each year, and assume the full funding of the program, if they deem the program successful. In FY 2011, Travis County has committed a match of \$623,000 with grant funding of \$50,000.

Attached to this memorandum is the Grant Summary Sheet required by PBO.

A requirement from the Permanent Judicial Commission for Children, Youth and Families and to continue funding in FY 11, the Commission requires that the Travis County approve and sign the attached Statement of Grant Award.



SUPREME COURT OF TEXAS PERMANENT JUDICIAL  
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Eva Guzman, Chair

Tina Amberboy, Executive Director

October 11, 2010

Ms. Lori Kennedy  
Travis County  
PO Box 1748  
Austin, TX 78767

**RE: CIP Grant Documents**

Dear Ms. Kennedy:

On August 20, 2010, the Children's Commission voted to award FY2011 funds in the amount of \$50,000 to Office of Parental Representation from the Texas Court Improvement Program (CIP). The FY2011 award will be the final distribution of CIP funds for the project. Please carefully review the attached document and verify that the program you intend to execute is reflected accurately. If satisfactory, return an original with signature on Page 2 (Acceptance of the Award) and again on Page 3 (Certifications).

Also, please note that the annual report for your **FY2010** program is due to the Children's Commission within 45 days of the end of the grant year (ending on September 30, 2010). Please submit your annual report, accessible at [this link](#), via email to [mari.mcgovney@courts.state.tx.us](mailto:mari.mcgovney@courts.state.tx.us) no later than **November 15, 2010**.

Please contact Mari Aaron McGovney at 512-463-6878 if additional information is required.

Sincerely,

A handwritten signature in cursive script that reads "Tina Amberboy".

Tina Amberboy  
Executive Director

Attachment



SUPREME COURT OF TEXAS PERMANENT JUDICIAL  
COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Eva Guzman, Chair

Tina Amberboy, Executive Director

## STATEMENT OF GRANT AWARD COURT IMPROVEMENT PROGRAM FY 2011

Grant Number: 201-11-0015  
 Grantee Name: Travis County  
 Program Title: Office of Parent Representation  
 Grant Period: 10/01/2010 – 09/30/2011  
 Grant Award Amount: \$50,000

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). *The FY2011 grant represents the final year of CIP funding for this project.* The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

Texas CIP Grant		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	456,991	33,952	423,039	
b.	Fringe Benefits	149,211	11,085	138,126	
c.	Travel	11,000	817	10,182	
d.	Equipment	0	0	0	
e.	Supplies	41,798	3,106	38,693	
f.	Contractual	14,000	1,040	12,960	
g.	Construction	0	0	0	
h.	Other	0	0	0	
i.	<b>Total Direct Charges (sum a-h)</b>	0	0	0	
j.	Indirect Charges	0	0	0	
k.	<b>Totals</b>	673,000	50,000	623,000	

By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Subgrantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.

Disbursement is subject to the availability of funds, and disbursed monthly on a reimbursement basis unless otherwise stated in the subgrantee's Award Activities.

Signature of Subgrantee	Signature

Samuel T. Biscoe, Constitutional County Judge	Tina Amberboy, Executive Director
Name & Title (must print or type)	Name & Title (must print or type)

Travis County	
Name of Organization	Date

\_\_\_\_\_  
Date

38

Grant Certifications:

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

\_\_\_\_\_  
Signature

## AWARD ACTIVITIES

Grant Fund Category Requested:  New  Continued

The FY2011 Grant Application of Travis County including the organization's proposed grant application objectives, purpose, and approved by the Children's Commission and its Basic Committee, is herein incorporated for all purposes unless otherwise noted.

### INTRODUCTION

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Texas Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Texas Family Code § 107.013.

The Travis County Office of Parental Representation (OPR) provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds provide continued funding for part of the costs of a larger public defenders office for parental representation.

By improving access to highly qualified legal services in this difficult area of law to the least served in our community, the office increases parent participation in identifying appropriate outcomes for their children, and improves the overall efficiency of the court process.

This Office has the following benefits:

- improves quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- improves the quality of representation by allowing parents to be appointed legal counsel earlier in the child welfare case.
- improves outcomes for families because of the active involvement of the OPR social worker working with the family to bridge the gap between community resources and services the parents need to be safe parents and self sufficient members of our community.
- The office has already and will continue to develop institutional resources and subject-area expertise.
- The office has hired and will maintain trained support professionals.
- The office will also utilize other community resources such as social work interns and paralegal interns to help provide additional needed services to the parents served by the OPR.

The Office of Parental Representation is a small law office. The attorneys on staff:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their client's cases, conduct and respond to discovery;

- meet with their clients regularly and prior to each hearing;
- encourage regular communication with clients so the parent is informed about their case and any associated developments of their case;
- advocate for needed services for clients as identified by the parent and the OPR social worker;
- advocate for frequent visitations with parents and children who are removed, because the ability to visits is shown to be a good indicator of actual reunification and the success of said reunifications;
- advocate for unsupervised visits as appropriate;
- work diligently with the parent clients to identify family, absent parents and symbolic relatives with the theory being engagement of the entire family and support network for the parent client early in the case helps secure stability for the parents and helps ensure a level of accountability so as to safeguard the safety, permanency and well being of the child once reunification is achieved;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- protects the legal rights of parents by filing and responding to pleadings, preparing for all court hearings, mediations and trials, and develop a history of their client's case early on with revisions being made as appropriate.
- attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;
- prepare cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

**PROGRAM OBJECTIVE**

The Travis County Office of Parental Representation provides quality, efficient legal representation for indigent primary parents in child abuse and neglect cases pending in Travis County. The goal of the office is to Goals for the office are to provide legal counsel as lead attorney for approximately 400 abuse and neglect cases for the office as a whole.

Every case assigned to the OPR receives a family assessment, a fact gathering process by a social worker to determine the risks and needs that need to be corrected during the pendency of the litigation. At the time CPS dismisses the case, the social worker assists with the transition of reunification. The social worker will follow up with each client nine months to one year following final order.

• **Caseloads**

Number of cased appointed to OPR

May 2009	June 2009	July 2009	Aug 2009	Sept 2009	Oct 2009	Nov 2009	Dec 2009	Jan 2010	Feb 2010	Mar 2010	Apr 2010	May 2010
2	16	15	8	18	10	16	19	17	19	2	6	10

41

## **PROGRAM ACTIVITIES**

The Office has established a Policy and Procedural Manual consistent with Travis County's Human Resource and Purchasing departments. The county will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary.

An oversight committee was formed to provide operational oversight and guidance to the OPR and to resolve any conflicts of interest that may occur between the OPR and the Office of Child Representation. (OCR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Oversight Committee was formed in October, 2008 and continues to meet monthly (third Wednesday of each month at 3 PM in Judge Byrne's courtroom).

The county employs a managing attorney, and three staff attorneys as well as a paralegal, a legal secretary, an administrative associate, and a social worker.

In addition, OPR has collaborated with The Office of Child Representation (OCR) and the District Attorney's Office (DA) on a regular monthly basis to do training with the local Casa organization. As well as been involved in many joint projects such as the Search and Engagement committee which is enabling our offices to reach out to family members in these cases. Also, attorneys from both OPR and OCR attended week long NEDA training in Colorado to enhance their trial skills. Further, two OPR attorneys sat for Certification for Child Welfare and Law Specialist by the National Association of Counsel for Children (NACC) and they are expecting this certification in June. The remainder of the OPR attorneys will be sitting for this exam in October.

It appears that all offices, OPR, OCR, and the DA have successfully fostered relationships where all sides are increasing family involvement. All three partnerships have the same goal of keeping families together in a safe and loving environment.

CPS cases would be referred to the OPR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The Office of Parental Representation currently receives referrals from the Court, other community agencies and the public at large.

Once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as possible and provides them with the name, address, and phone numbers for their legal counsel. The OPR will not be part of the indigence determination process. The Court has provided the Office of Parental Representation with the formula for determining indigency and has granted limited authority to the Managing Attorney of the Office of Parental Representation to make an initial determination of indigence with the understanding that the said determination is subject to judicial review. An added assessment would have to be made by the OPR regarding whether a conflict of interest exists that would preclude the appointment of the

OPR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the OPR.

Prior to the office being implemented, visitation on TMC cases was restricted to one hour supervised visitation per week; due to the consistent and competent legal representation of the OPR attorneys, CPS now recommends two-2 hour supervised visits per week.

OPR has accomplished making a standard order that despite the department having TMC, the parent retains possessory rights which includes being informed of all legal educational and medical decisions that affect the children.

All attorneys employed by Travis County attend at least eight hours of CLE each year on Abuse and Neglect related topics.

**Staff Education/Training to date**

- March, 2009- OPR Managing Attorney attended "Dealing with Difficult Employees", training sponsored by Travis County. Training Hours-1.5.
- March, 2009-OPR Managing Attorney attended "Harassment Prevention", training sponsored by Travis County. Training Hours -2.5.
- May, 2009- All OPR attorneys attended the first annual ABA Continuing Legal Education Conference on "Improving Representation of Parents in Child Welfare Cases". Training Hours- 12.5
- May, 2009- OPR Managing Attorney attended the ABA sponsored "National Conference on Children and the Law: Representing your Client and Advocating". Training Hours- 10.0
- June 2009- All OPR staff attended an OPR sponsored CLE "Substance Abuse v. Substance Dependence: How to Advocate for Parent Clients in Child Welfare Cases with Substance Abuse Treatment Needs". Training Hours -2.0.
- June 2009- All OPR staff except for the Administrative Associate attended the NACC, (National Association of Counsel for Children) sponsored CLE, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 8.5. The Managing Attorney presented at the CLE as it related to representing parents in these cases.
- June 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- San Antonio, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.
- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Beaumont, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.
- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Houston, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.
- August 2009-OPR Attorneys attend Advance Family Law sponsored CLE-Dallas. Training Hours 26.75 Ethics Hours 5.7
- August 2009-OPR Legal Secretary and Administrative Associate attended Advance Family Law "Child Abuse Track" sponsored CLE Dallas. Training Hours 7.0 Ethics 2.25 Ethics.
- August 2009 -OPR Managing Attorney attended National Counsel of Juvenile and Family Court Judges sponsored by (NCJFCJ) and the Travis County Model Court for children and families "Training on implicit bias on child welfare decision making"
- August 2009- OPR Managing Attorney attend "How to communicate with tact and professionalism" sponsored by Fred Pryor seminars.
- August 2009-OPR Managing Attorney attend "Creative Leadership for Managers" sponsored by Fred Pryor seminars.

- August 2009-OPR Legal Secretary “The outstanding receptionist” sponsored by Fred Pryor seminars.
- August 2009-OPR Attorney attended “Effective Advocacy in Today’s World” sponsored by NACC NY. Training Hours 27.
- August 2009-OPR Managing Attorney and Social Worker attended “Undoing Institutional Racism” sponsored by The Department of Family and Protective Services Round Rock, TX.
- September 2009- OPR Managing Attorney attended “Managing emotions under pressure” sponsored by Fred Pryor seminars.
- September 2009-OPR Managing Attorney Advance Civil Appellate Practice Course and Nuts and Bolts of Appellate practice sponsored by CLE Austin. Training Hours 18 Ethics 2.
- September 2009-OPR Attorneys attended Free Red Book Training “Child Welfare Law and Practice sponsored by NACC. Training Hours 5.5
- September 2009-OPR Paralegal attended Advance Family Law Practice for Paralegals sponsored by Half Moon Seminars. Training Hours 6.
- September 2009-OPR Social Worker attended Texas Risk Assessment and Mental Status Exam sponsored by PESI TX Training Hours 7.5
- October 2009-OPR Managing Attorney attended “Cultural Proficiency and Drug Court Practice” sponsored by Travis County Family Drug Treatment Court.
- October 2009-OPR Attorney attended CAFA Advance CLE sponsored by Austin Bar Association. Training Hours 7.
- November 2009-OPR Managing Attorney attended Free Red Book Training sponsored by NAC Dallas. Training Hours 5.5.
- January 2010-OPR Social Worker attended Texas Summit on Mental Health and Juvenile Justice sponsored by the Texan Care for Children.
- February 2010-OPR Administrative Associate and Legal Secretary attended “The Conference for Administrative Assistance” sponsored by Fred Pryor Seminars.
- February 2010-OPR Administrative Associate attended “FMLA Compliance” sponsored by Fred Pryor Seminars.
- March 2010- OPR Legal Secretary attended “Mistake Free Grammar and Proofreading” sponsored by Fred Pryor Seminars.
- April 2010 –OPR Attorney Social Worker attended Training on Family Finding and Youth Connectedness sponsored by NCJFCJ and the Travis County Model Court for Children and Families.
- April 2010-OPR Administrative Associate attended “Management Problems of the Technical Person in a Leadership Role” sponsored by Fred Pryor Seminars.
- April 2010 –OPR Legal Secretary attended “Managing Multiple Priorities and Deadlines” sponsored by Fred Pryor Seminars.
- A. May 2010-OPR Attorneys attend Rocky Mountain Child Advocacy Training Institute Program sponsored by NITA Colorado. Training Hours 34.5

## **METHOD OF EVALUATION**

This grant requires progress reports to provide information on the effectiveness of the program. Travis County has contracted with George Mason University (GMU) to conduct a process and outcome evaluation of the OPR and the Office of Child Representation. GMU completed its process evaluation of OPR in February 2010 and staff is awaiting its report that is expected to be published in mid-late summer, 2010.

A survey of District Court Judges and Associate Judges showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better. GMU interview the judges as well as other stakeholders within the system. The results of those surveys should be seen within their evaluation.

The percentage of staff assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases.

The impact will be assessed by comparing the cost per case of cases handled by the OPR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OPR.

The Social Worker position has been modified to better serve our clients. The Social Worker in her initial OPR Family Assessment will assign, with the assistance of the Managing Attorney, each client to a level 1, level 2 or level 3. Each level has an assigned case management plan that is implemented by the Social Worker and the attorney assigned to the case. The level can and will change as the cases are nearing completion.

#### **BUDGET NARRATIVE** (include information on match)

This grant would provide a percentage of the total outlay up to \$50,000 for the creation and operation of a Public Defender Office for Parental Representation during FY11. The budget categories below are for the operation of the department.

\$456,991 – Personnel - Managing attorney, and three staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a Social Worker.

\$149,211 – Estimated Travis County Fringe

\$11,000 – Travel (and Training) expenses for the attorneys and staff

\$41,798 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc...)

\$14,000 – Contractual - Program evaluation and other contractual relationships.

#### **Budget**

<b>Texas CIP Grant</b>		<b>Requested</b>			
		<b>Total Program</b>	<b>Amount of CIP Funds Requested</b>	<b>Cash Match</b>	<b>In-Kind Match</b>
a	Personnel	\$456,991	\$33,952	\$423,039	
b	Fringe Benefits	\$149,211	\$11,085	\$138,126	
c	Travel	\$11,000	\$817	\$10,182	
d	Equipment	\$0	\$0	\$0	
e	Supplies	\$41,798	\$3,106	\$38,693	
f	Contractual	\$14,000	\$1,040	\$12,960	
g	Construction	\$0	\$0	\$0	
h	Other	\$0	\$0	\$0	
i	<b>Total Direct Charges (sum a-h)</b>	\$673,000	\$50,000	\$623,000	
j	Indirect Charges	\$0	\$0	\$0	
k	<b>Totals</b>	\$673,000	\$50,000	\$623,000	

**Requested Grant Period:** The Grant becomes effective October 1, 2010, and ends September 30, 2011 unless terminated or otherwise modified.

**Amount Requested:** \$50,000

### GRANT SUMMARY SHEET

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

Department/Division:	Travis County Health and Human Services and Veterans Service
Contact Person/Title:	John C. Bradshaw/ Contract Specialist
Phone Number:	854-4277

Grant Title:	Parenting in Recovery		
Grant Period:	From: 9/30/10	To: 9/29/11	
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:				69,940		69,940
Operating:	500,000			10,060	45,000	555,060
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,000</b>	<b>\$45,000</b>	<b>\$625,000</b>
FTEs:				1		1

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of clients receiving substance treatment services (Please note this number reflects County portion of the Substance Abuse Treatment (SAMSO) contract with ATCIC which is 43% based on financial contribution. Due to this population having multiple treatment episodes and SAMSO being a calendar year contract, actual numbers are not available until end of the calendar year. All numbers are projections based on prior years.)	250					250

Number of families involved with child welfare completing service plan goals	90					90
Number of new children entering care	275					275
<b>Measures For Grant</b>						
Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%					35%
Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure. N=5	50%					50%
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%					80%
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					
Percentage of parents or caregivers who show improvement in mental health functioning as measured by a pre and post treatment survey. (All data is projected percentages based on the projected measure. No actual data will be available until 30 days after the completion of the quarter.)	70%					70%
Outcome Impact Description	Parent/Caregivers with improved mental health functioning are projected to be better able to maintain sobriety, independence and an ability to safely care for their children without continued involvement by the child welfare system.					

RPG – Regional Partnership Grant. Designation established by Administration of Children and Families.

PIR – Parenting in Recovery. The name of the Travis County RPG site and the local project name.

PIR is a 5-year demonstration site grant awarded to test the validity of the project design. The project, as a part of the award, has a significant investment in evaluation with a designated evaluator paid through grant dollars. Sanna Thompson, PHD, of the University of Texas is PIR's evaluator who designed and is now implementing the evaluation of PIR. As part of the evaluation design, a database has been created to store and analyze data. The validity of the design will or will not be established by the use of a comparison control group for whom the project is also collecting the same data. As part of the grant, no predictions were made regarding specific indicator outcomes. The project design hypothesized that the continuum of services (seamless services) would result in children remaining with their mothers, as opposed to foster care, and the mothers would develop the skills and support required to sustain sobriety. The evaluation is testing this hypothesis.

**All percentages provided above, specific to the grant, are to satisfy the grant summary form requirements and are not part of the evaluation. The percentages are based on local trends and cannot be directly linked to the project.**

### **PBO Recommendation:**

Health Human Services and Veterans Services (HHS&VS) is requesting Commissioners Court approval of the annual contract to continue participation in the Parenting in Recovery Project. This is the fourth year of a potential five year grant. The program is funded by the U.S. Department of Health and Human Services for Targeted Grants to Increase the Well-being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine and Other Substance Addictions. HHS&VS serves as project lead on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services and Austin Travis County Mental Health and Mental Retardation. This proposal falls within one of the three priority program areas established by the Commissioners Court. The grant will provide \$500,000 in grant resources to serve families in the child welfare system with substance abuse issues. Specially, the program will provide substance abuse treatment and support for parents involved in the child welfare system with the goal of keeping families together.

The year-four budget of the grant will provide funding for a Project Director in HHS&VS, 10 treatment beds slots at Austin Recovery depending on the level of care needed, financial assistance for program participants after treatment, and an independent evaluation component. The grant requires an \$80,000 cash match that is budgeted on a one-time in the FY 11 Adopted Budget. In addition there is an in kind requirement that will be met through the existing budget and from partners of the program. The cash match requirement will increase for the anticipated last year of the grant in FY 12.

Recommendations for FY 12 and future cash match requirements once the grant ends will be based on progress of the program, availability of funds, and the department's ability to internally fund some portion of the program should additional funds not be available. There are no long-term commitments to provide funding after termination of the grant. However, it is likely that program partners will seek funding from the County, City, and other resources to continue these services upon termination.

PBO recommends approval of the request in order to continue to the pilot grant 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 program?

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

This grant will enhance the services provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Integral Care (ATCIC), Travis County District Court, and Workforce Solutions. The focus of TCHHSVS – Office of Children Services (OCS) is to promote programs and services that enhance the functioning of children, youth and families. OCS has an established collaborative relationship with the child welfare system and maintains oversight for the SAMSO contract. The grant expands service opportunities to families involved in both the child welfare and substance treatment systems.

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

There is \$500,000 in grant funds available for FY'11. A cash match of \$80,000 and an in-kind match of \$45,000 is required for a total match of \$125,000. This match amount will increase to \$167,000 in FY'12.

Travis County is providing a cash match of \$80,000 in the form of salary and benefits and mileage for a full-time Project Director as well as travel expenses for county staff to attend PIR grant conferences. Austin Recovery is providing an in-kind match of \$5,397 through volunteer services dedicated to PIR clients. Foundation Communities is also providing a \$5,397 in-kind match using the difference between the rental rate it charges to PIR clients and the fair housing market rate. ATCIC is providing a \$34,206 in-kind match using the difference between the 5% MSO fee charged to the grant and the approved rate of 13%. TCHHSVS is not increasing program costs. Grant partners will be increasing their in-kind matches to cover the increased match requirements in FY'12.

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.

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing all of the cash match. The grant partners are providing the in-kind match by offering services at a reduced cost and providing volunteer support for project participants.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The most current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .4247. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$212,350 of that amount went for indirect costs.

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

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position will end with the grant. The Project Director will develop agreements with program partners that will be sustained after the grant ends. The length of the grant allows the partners time to evaluate the effectiveness of the project model and create and implement a viable sustainability plan that includes the following:

- Regional partnerships will continue as a collaborative body that informs local practices and allocates resources for this population
- Training of Child Protective Services (CPS) staff in Motivational Interview and the use of the M.I.N.I. screening tool for substance dependence and mental health – current goal is to have these as continuing education for CPS staff in the first year of employment
- CPS staff will integrate into practice collaborative treatment planning with a special emphasis on discharge planning
- Austin Recovery will continue to maintain 10 additional beds to serve women and children bringing the agencies capacity to 22

- Foundation Communities will maintain a case manager position to provide support to this population

Partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO contract to serve this population. CPS will enter into contracts with TCHHSVS or Austin Recovery and Foundation Communities to secure needed services for families. Partners will lobby Department of State Health Services to raise the funding rate of treatment beds closer to cost and comparable to City/County contract rates, among other things.

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

NA

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

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767**

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

**DATE:** October 11, 2010

**TO:** Members of the Commissioners Court

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

**SUBJECT:** FY'11 Parenting in Recovery Grant

**Proposed Motion:**

Consider and take appropriate action to approve a \$500,000 grant from the Administration for Children and Families within the U.S. Department of Health and Human Services to fund the Travis County Parenting in Recovery project in FY'11.

**Summary and Staff Recommendations:**

Travis County Health and Human Services and Veterans Service (TCHHSVS) first received this grant in FY'08. TCHHSVS serves as the lead agency in a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, and Workforce Solutions.

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

PIR has three main components: (1) enhanced collaboration between child welfare and the substance dependence treatment providers; (2) improved identification and

treatment for families involved with the child welfare system as a result of substance dependence; and (3) the development of a continuum of services for families from treatment to sustained recovery within the community.

The PIR project started serving families in February 2008 and has enrolled 61 families to date. Of these 61 families, 18 were discharged successfully, 18 were discharged unsuccessfully, and 6 were neutral discharges (admitted but did not receive services beyond partial substance dependence treatment), and 19 remain active participants. The project will serve at least 20 families in FY'11.

TCHHSVS staff recommends approving the FY'11 grant.

**Budgetary and Fiscal Impact:**

The amount of grant funds available from the U.S. Department of Health and Human Services for FY'11 is \$500,000. A cash and in-kind match of \$125,000 is required. This amount increases to \$167,000 in FY'12, the fifth and final year of the grant.

For FY'11, Travis County is providing a cash match of \$80,000 in the form of salary and benefits and mileage for a full-time Project Director as well as travel expenses for county staff to attend grant conferences.

Austin Recovery is providing an in-kind match of \$5,397 by providing volunteers who will provide support for families enrolled in the program. Foundation Communities will also contribute an in-kind match of \$5,397 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$34,206 as an in-kind match by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total in-kind match comes to \$45,000.

**Issues and Opportunities:**

Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

**Background:**

The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS  
Susan A. Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Janice Cohoon, Financial Analyst, Travis County Auditor's Office

Mary Etta Gerhardt, Assistant County Attorney  
Rodney Rhoades, Executive Manager, Planning and Budget Office  
Travis Gatlin, Analyst, Planning and Budget Office  
Cyd Grimes, C.P.M., Travis County Purchasing Agent  
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

**Department of Health and Human Services  
Administration for Children and Families  
Financial Assistance Award (FAA)**

SAI NUMBER:

PMS DOCUMENT NUMBER:  
90CU003904

<b>1. AWARDING OFFICE:</b> Administration for Children and Families	<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 90CU0039/04	<b>4. AMEND. NO.:</b>
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<b>5. TYPE OF AWARD:</b> OTHER	<b>6. TYPE OF ACTION:</b> Non-competing Continuation	<b>7. AWARD AUTHORITY:</b> Prom S & S Fam. Sec. 437 (f) title IV-B42 U.
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<b>8. BUDGET PERIOD:</b> 09/30/2010 THRU 09/29/2011	<b>9. PROJECT PERIOD:</b> 09/30/2007 THRU 09/29/2012	<b>10. CAT NO.:</b> 93087 ...
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<b>11. RECIPIENT ORGANIZATION:</b> Travis County <i>through Travis County</i> Health and Human Services 100 North I.H. 35 Austin TX 78701 4138 Samuel Biscoe, Travis County Judge	<b>12. PROJECT / PROGRAM TITLE:</b> Targeted Grants: Methamphetamine and other Substance Abuse
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<b>13. COUNTY:</b> TRAVIS	<b>14. CONGR. DIST.:</b> 25	<b>15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:</b> Laura Peveto, Prevention and Intervention Manager
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:		
Personnel.....	\$ 0	A. NON-FEDERAL SHARE.....	\$ 125,000	20.00 %
Fringe Benefits.....	\$ 0	B. FEDERAL SHARE.....	\$ 500,000	80.00 %
Travel.....	\$ 4,273	<b>18. FEDERAL SHARE COMPUTATION:</b>		
Equipment.....	\$ 0	A. TOTAL FEDERAL SHARE.....	\$ 500,000	
Supplies.....	\$ 0	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	
Contractual.....	\$ 454,121	C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$ 500,000	
Facilities/Construction.....	\$ 0	<b>19. AMOUNT AWARDED THIS ACTION:</b>		
Other.....	\$ 41,606	\$ 500,000		
Direct Costs.....	\$ 500,000	<b>20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:</b>		
Indirect Costs.....	\$ 0	\$ 2,000,000		
At % of \$		<b>21. AUTHORIZED TREATMENT OF PROGRAM INCOME:</b>		
In Kind Contributions.....	\$ 0	<b>22. APPLICANT EIN:</b>	<b>23. PAYEE EIN:</b>	<b>24. OBJECT CLASS:</b>
Total Approved Budget(**)..	\$ 500,000	1-746000192-A5	1-746000192-A5	41.51

25. FINANCIAL INFORMATION:						DUNS: 030908842
ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
ACF	90CU003904	75-0-1512	2010 G996440	\$500,000		

**26. REMARKS:** (Continued on separate sheets)

Paid by DHHS Payment Management System (PMS), see attached for payment information.  
 This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.  
 This includes requirements in Parts I and II (available at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>) of the HHS GPS. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.  
 This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).  
 For the full text of the award term, go to [http://www.acf.hhs.gov/grants/award\\_term.html](http://www.acf.hhs.gov/grants/award_term.html).

<b>27. SIGNATURE - ACF GRANTS OFFICER</b> Ben L. Sharp <i>Ben L. Sharp</i> 9/1/10	<b>DATE:</b> 9/1/10	<b>28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY</b> <i>Catherine F. Wade</i> for Catherine F. Wade 9/8/2010
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<b>29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S)</b> Bryan Samuels, Commissioner, ACYF <i>Bryan Samuels</i>	<b>DATE:</b>
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**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES  
FINANCIAL ASSISTANCE AWARD**

SAI NUMBER:

PMS DOCUMENT NUMBER:  
90CU003904

<b>1. AWARDING OFFICE:</b> Administration for Children and Families		<b>2. ASSISTANCE TYPE:</b> Discretionary Grant	<b>3. AWARD NO.:</b> 90CU0039/04	<b>4. AMEND. NO.</b>
<b>5. TYPE OF AWARD:</b> OTHER		<b>6. TYPE OF ACTION:</b> Non-competing Continuation	<b>7. AWARD AUTHORITY:</b> Prom S & S Fam. Sec. 437 (f) title	
<b>8. BUDGET PERIOD:</b> 09/30/2010 THRU 09/29/2011		<b>9. PROJECT PERIOD:</b> 09/30/2007 THRU 09/29/2012		<b>10. CAT NO.:</b> 93087

**11. RECIPIENT ORGANIZATION:**

Travis County, Health and Human Services

*through Travis County*

**BY:** \_\_\_\_\_

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

*Samuel T. Biscoe  
Travis County Judge*

**26. REMARKS:** (Continued from previous page)

This grant is subject to the requirements as set forth in 45 CFR Part 87.  
Attached are terms and conditions, reporting requirements, and payment instructions.  
Initial expenditure of funds by the grantee constitutes acceptance of this award.  
(\*\*) Reflects only federal share of approved budget.  
The grantee assumes complete responsibility for the administration and accountability for all funds received under this award.

*56*



DEPARTMENT OF HEALTH & HUMAN SERVICES

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ADMINISTRATION FOR CHILDREN AND FAMILIES  
Administration on Children, Youth and Families  
1250 Maryland Avenue, S.W.  
Washington, D.C. 20024

SEP 09 2010

The Honorable Samuel T. Biscoe  
Travis County Judge  
100 N. IH 35  
Austin, TX 78701

RECEIVED  
COUNTY CLERK'S OFFICE  
10 OCT -5 AM 11:49

Reference: Award No. 90CU0039

Dear Judge Biscoe:

I am pleased to inform you that your non-competing continuation award application has been approved for funding. The grant award is made pursuant to the legislative authority of the Child and Family Services Improvement Act (Public Law 109-288) 42 United States Code section 629g(f).

The enclosed Financial Assistance Award (FAA) specifies the amount and duration of the grant. Also enclosed is material that describes the administrative policies and procedures pertinent to your grant.

The Federal Project Officer responsible for monitoring the project and for providing programmatic assistance is:

Irene Bocella  
Child Welfare Program Specialist  
Administration on Children, Youth and Families  
Children's Bureau  
1250 Maryland Avenue, SW  
Suite 800  
Washington, DC 20024  
Telephone: 202-205-1723

Page 2 – Judge Biscoe

The Grants Management Specialist assigned to your project and available to assist you with the business and administrative aspects of the project is:

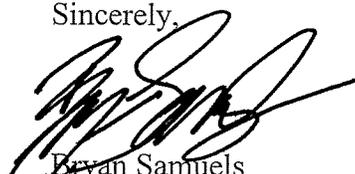
Marc Hill  
Grants Management Specialist  
Administration for Children and Families  
Office of Grants Management  
370 L'Enfant Promenade, SW  
6<sup>th</sup> Floor  
Washington, DC 20447  
Telephone: 202-690-5800

Please note that originals of all correspondence and reports related to your grant are to be transmitted to the Grants Management Specialist with copies to the Federal Project Officer. All grant-related correspondence and reports must reference the award number appearing in box 3 of the FAA.

Program and financial status reports are due 30 days after the end of the second and fourth quarters (six-month intervals) throughout the total approved project period. The enclosed material on reporting requirements details the reporting schedule and format.

If we can be of any assistance, please feel free to contact us. We look forward to working with you as you continue with this important project.

Sincerely,



Bryan Samuels  
Commissioner

Enclosures



**DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)  
ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF)**

**STANDARD TERMS AND CONDITIONS**

Has been replaced with the

**HHS GRANTS POLICY STATEMENT  
(HHS GPS)**

[www.acf.hhs.gov/grants/grants\\_resources.html](http://www.acf.hhs.gov/grants/grants_resources.html)



## DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES  
370 L'Enfant Promenade, S.W.  
Washington, D.C. 20447

### NOTICE TO ALL GRANT RECIPIENTS!

#### **SUBJECT: NEW PERFORMANCE PROGRESS REPORTING REQUIREMENT**

Dear ACF Grant Recipient:

Beginning with FY 2009, ACF grantees will begin using the Standard Form-Performance Progress Report (SF-PPR) for required performance progress reports. The SF-PPR is the standard government-wide performance progress reporting format used by Federal agencies to collect performance information from recipients. Use of ACF's Office of Grants Management (OGM) version of the SF-PPR will begin for all awards (new and continuation) made by ACF in FY 2009. At a minimum, grantees will be required to submit the OGM version of the SF-PPR Coversheet and the SF-PPR Attachment B Program Indicators, which are specific to ACF Performance Progress Reports. Fillable versions of these forms are available at <http://www.acf.hhs.gov/grants/pdf/ACF-OGM-SF-PPR-Coversheet-AttachmentB.pdf>.

Some ACF programs may utilize reporting formats that differ from the new OGM SF-PPR; therefore, grantees should consult the published announcement and their award documents to determine the appropriate performance progress report requirement.

Attachments

let

**ACF PERFORMANCE PROGRESS REPORT  
ACF-OGM SF-PPR Cover Page**

Administration for Children and Families  
U.S. Department of Health and Human Services

Page	of Pages
<input type="text"/>	<input type="text"/>

<b>1. Federal Agency and Organization Element to Which Report is Submitted</b> <input type="text"/>	<b>2. Federal Grant or Other Identifying Number Assigned by Federal Agency</b> <input type="text"/>	<b>3a. DUNS</b> <input type="text"/>
		<b>3b. EIN</b> <input type="text"/>
<b>4. Recipient Organization (Name and complete address including zip code)</b> <input type="text"/>		<b>5. Recipient Identifying Number or Account Number</b> <input type="text"/>  <b>8. Final Report?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. Project/Grant Period</b>  Start Date: <input type="text"/> End Date: <input type="text"/>	<b>7. Reporting Period End Date</b> <input type="text"/>	<b>9. Report Frequency</b> <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input type="checkbox"/> other If other, describe: <input type="text"/>
<b>10. Performance Narrative</b> Leave this space blank and attach a performance narrative that responds to questions in Form ACF-OGM SF-PPR Attachment B		
<b>11. Other Attachments</b> <i>(Attach other documents as needed or as instructed by the awarding Federal Agency)</i>		
<b>12. Certification:</b> I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.		
<b>12a. Typed or Printed Name and Title of Authorized Certifying Official</b>  <hr/> <b>12b. Signature of Authorized Certifying Official</b>  <hr/>	<b>12c. Telephone (area code-number-extension)</b> <input type="text"/>  <b>12d. Email Address</b> <input type="text"/>  <b>12e. Date Report Submitted</b> <input type="text"/>	
<b>13. Agency use only</b>		

661

**ACF PERFORMANCE PROGRESS REPORT**  
**ACF-OGM SF-PPR**  
**COVER PAGE**  
Administration for Children and Families  
U.S. Department of Health and Human Services

**INSTRUCTIONS**

Item	Data Elements	Instructions
1.	<b>Awarding Federal agency and Organizational Element to Which Report is Submitted</b>	Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.
2.	<b>Federal Grant or Other Identifying Number Assigned by the awarding Federal</b>	Enter the grant/award number contained in the award document.
3a.	<b>agency DUNS Number</b>	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
3b.	<b>EIN</b>	Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.
4.	<b>Recipient Organization</b>	Enter the name of recipient organization and address, including zip code.
5.	<b>Recipient Account Number or Account Number</b>	Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient's use only and is not required by the awarding Federal agency.
6.	<b>Project/Grant Period</b>	Indicate the project/grant period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods. These are typically annual increments. Please enter the project/grant period, not the budget period or funding period.
7.	<b>Reporting Period End Date</b>	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.
8.	<b>Final Report</b>	Mark appropriate box. Check "yes" only if this is the final report for the project/grant period specified in Box 6.
9.	<b>Report or Frequency</b>	Select the appropriate term corresponding to the requirements contained in the award document. "Other" may be used when more frequent reporting is required for high-risk grantees, as specified in OMB Circular A-110.
10.	<b>Performance Narrative</b>	<b>Leave blank and complete Form ACF-OGM SF-PPR Attachment B</b>
11.	<b>Other Attachments</b>	Attach other documents as needed or as instructed by the awarding Federal agency.

**ACF PERFORMANCE PROGRESS REPORT  
ACF-OGM SF-PPR Program Indicators – Attachment B**

Administration for Children and Families  
U.S. Department of Health and Human Services

<b>1. Federal Agency and Organization Element to Which Report is Submitted</b> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<b>2. Federal Grant or Other Identifying Number Assigned by Federal Agency</b> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	Page <input style="width: 40px;" type="text"/> of Page <input style="width: 40px;" type="text"/> <b>3a. DUNS</b> <input style="width: 100%; height: 20px;" type="text"/> <b>3b. EIN</b> <input style="width: 100%; height: 20px;" type="text"/>
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**Program Indicators**

(1) Item	(2) Activity Description	(3) Indicator	(4) Explanation
B-01	Major activities and accomplishments during this period	Leave Blank	Attach a description of these activities
B-02	Problems	Leave Blank	Attach a description of these activities
B-03	Significant findings and events	Leave Blank	Attach a description of these activities
B-04	Dissemination activities	Leave Blank	Attach a description of these activities
B-05	Other Activities	Leave Blank	Attach a description of these activities
B-06	Activities planned for next reporting period	Leave Blank	Attach a description of these activities

**ACF PERFORMANCE PROGRESS REPORT**  
**ACF-OGM SF-PPR Program Indicators – Attachment B**  
 Administration for Children and Families  
 U.S. Department of Health and Human Services  
**INSTRUCTIONS**

**Schedule**

Submit the original progress report to the Office of Grants Management, Division of Discretionary Grants, and a copy to the Program Office. Reports are due 30 days after the end of the second and fourth quarters of the budget period (every six months), unless otherwise noted in the award documents.

**A FINAL PERFORMANCE REPORT (PPR) IS DUE 90 DAYS AFTER THE PROJECT PERIOD END DATE.**

Item	Data Elements	Instructions
1	<b>Awarding Federal agency and Organizational Element to Which Report is Submitted</b>	Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.
2	<b>Federal Grant or Other Identifying Number Assigned by the awarding Federal agency</b>	Enter the grant/award number contained in the award document.
3a	<b>DUNS Number</b>	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
3b	<b>EIN</b>	Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.
4	<b>Reporting Period End Date</b>	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30 and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.
<b>Program Indicators</b>		
B-01(4)	<b>Major activities and accomplishments during this period</b>	Recommend use of project task charts from approved grant application and/or project work plan with this section. Describe any draft/final products in this section. Use additional pages if needed.
B-02(4)	<b>Problems</b>	Describe any deviations or departures from the original project plan including actual/anticipated slippage in task completion dates, and special problems encountered or expected. Use this report section to advise Project Officer and Grants Management Specialist of assistance needs. Use additional pages if needed.
B-03(4)	<b>Significant findings and events</b>	(To be noted by project officer, or reported to regions, States, other agencies, Program Director/Commissioner, Assistant Secretary, Secretary, etc.) Use additional pages if needed.
B-04(4)	<b>Dissemination activities</b>	Briefly describe project related inquiries and information dissemination activities carried out over the reporting period. Itemize and include a copy of any newspaper, newsletter, magazine articles or other published materials considered relevant to project activities, or used for project information or public relations purposes. Use additional pages if needed.
B-05(4)	<b>Other Activities</b>	Briefly describe. Use additional pages if needed.
B-06(4)	<b>Activities planned for next reporting period</b>	Briefly describe. Use additional pages if needed.

**Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0334, which expires on 06/30/2009. The time required to complete this information collection is estimated to average three (3) hours per response, including the time to review the instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have suggestions about the accuracy of the estimate, we would be happy to hear from you.** You can email us at [infocollection@acf.hhs.gov](mailto:infocollection@acf.hhs.gov).

Print Form

65



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES**

**Discretionary Program  
FINANCIAL REPORTING REQUIREMENTS**

Standard Form 269 – Financial Status Report

The Financial Status Report (SF-269) is due 30 days after the end of the second and fourth quarters of the budget period (every six months). A fillable version of the form can be accessed at: <http://www.acf.hhs.gov/programs/ofs/grants/sf269.pdf>.

A final SF-269 is due 90 days after the end of the project period. The SF-269 and the Payment Management System (PMS) expenditures report for the reporting period must reconcile. For the report to be considered final, all unliquidated obligations must have been paid and \$0 entered on line 10(k) of the final SF-269.

All financial status reports must be signed by the recipient organization's financial officer or by a designated individual in the organization for which notification of such designation by an authorized official of the organization has been submitted to the Administration for Children and Families.

**The Federal grant award number should be indicated on all reports.**

Submit the original and two copies of the SF-269 to:

**Mailing Address:**

U.S. Department of Health and Human Services  
Administration for Children and Families  
Office of Grants Management  
Division of Discretionary Grants  
370 L'Enfant Promenade SW, 6<sup>th</sup> Floor  
Washington, DC 20447

**Delivery Address:**

**(commercial/private courier)**

U.S. Department of Health and Human Services  
Administration for Children and Families  
Office of Grants Management  
Division of Discretionary Grants  
901 D Street SW, 6<sup>th</sup> Floor  
Washington, DC 20024

Failure to submit reports when due will be indicative of non-compliance with the Award Terms and Conditions.

66

**FINANCIAL STATUS REPORT**  
(Long Form)

*(Follow instructions on the back)*

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency			OMB Approval No. <b>0348-0039</b>	Page of pages	
3. Recipient Organization (Name and complete address, including ZIP code)							
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No		7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)			To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)		To: (Month, Day, Year)
10. Transactions:							
				I	I	III	
				Previously Reported	This Period	Cumulative	
a. Total outlays						0.00	
b. Refunds, rebates, etc.						0.00	
c. Program income used in accordance with the deduction alternative						0.00	
d. Net outlays (Line a, less the sum of lines b and c)				0.00	0.00	0.00	
<b>Recipient's share of net outlays, consisting of:</b>							
e. Third party (in-kind) contributions						0.00	
f. Other Federal awards authorized to be used to match this award						0.00	
g. Program income used in accordance with the matching or cost sharing alternative						0.00	
h. All other recipient outlays not shown on lines e, f or g						0.00	
i. Total recipient share of net outlays (Sum of lines e, f, g and h)				0.00	0.00	0.00	
j. Federal share of net outlays (line d less line i)				0.00	0.00	0.00	
k. Total unliquidated obligations							
l. Recipient's share of unliquidated obligations							
m. Federal share of unliquidated obligations							
n. Total Federal share (sum of lines j and m)						0.00	
o. Total Federal funds authorized for this funding period							
p. Unobligated balance of Federal funds (Line o minus line n)						0.00	
<b>Program Income, consisting of:</b>							
q. Disbursed program income shown on lines c and/or g above							
r. Disbursed program income using the addition alternative							
s. Undisbursed program income							
t. Total program income realized (Sum of lines q, r and s)						0.00	
11. Indirect Expense		a. Type of Rate (Place "X" in appropriate box)					
		<input type="checkbox"/> Provisional	<input type="checkbox"/> Predetermined	<input type="checkbox"/> Final	<input type="checkbox"/> Fixed		
		b. Rate	c. Base	d. Total Amount	e. Federal Share		
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.							
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.							
Typed or Printed Name and Title				Telephone (Area code, number and extension)			
Signature of Authorized Certifying Official				Date Report Submitted			

67

## FINANCIAL STATUS REPORT

(Long Form)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0039), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.**

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award (e.g., how to calculate the Federal share, the permissible uses of program income, the value of in-kind contributions, etc.). You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.	10b.	Enter any receipts related to outlays reported on the form that are being treated as a reduction of expenditure rather than income, and were not already netted out of the amount shown as outlays on line 10a.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.	10c.	Enter the amount of program income that was used in accordance with the deduction alternative.
5.	Space reserved for an account number or other identifying number assigned by the recipient.	Note:	Program income used in accordance with other alternatives is entered on lines q, r, and s. Recipients reporting on a cash basis should enter the amount of cash income received; on an accrual basis, enter the program income earned. Program income may or may not have been included in an application budget and/or a budget on the award document. If actual income is from a different source or is significantly different in amount, attach an explanation or use the remarks section.
6.	Check <i>yes</i> only if this is the last report for the period shown in item 8.	10d.	e, f, g, h, i and j. Self-explanatory.
7.	Self-explanatory.	10k.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."		Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.
9.	Self-explanatory.		Do not include any amounts on line 10k that have been included on lines 10a and 10j.
10.	The purpose of columns, I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report <i>in the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.		On the final report, line 10k must be zero.
10a.	Enter total gross program outlays. Include disbursements of cash realized as program income if that income will also be shown on lines 10c or 10g. Do not include program income that will be shown on lines 10r or 10s.	10l.	Self-explanatory.
	For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.	10m.	On the final report, line 10m must also be zero.
		10n.	o, p, q, r, s and t. Self-explanatory.
		11a.	Self-explanatory.
		11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

68

## INSTRUCTIONS FOR REQUESTING PAYMENT FOR FEDERAL FUNDS

This award will be paid through the Department of Health and Human Services' Division of Payment Management (DPM), operating under the Program Support Center (PSC). The DPM provides automated grant payment and cash management services for the entire Federal government. DPM operates the centralized payment system, Payment Management System (PMS), and acts as a liaison between the Administration for Children and Families to resolve any discrepancies. For additional information, please visit the DPM website at [www.dpm.psc.gov](http://www.dpm.psc.gov).

If this is your first award paid through the DPM, it is recommended that you review the website. The New Recipient section provides basic information and addresses both funding and reporting requirements necessary for receiving awarded funds. It is mandatory that all new recipients complete and send to DPM a Direct Deposit Sign-Up Form (SF-1199A). The form can be printed from DPMS's website or obtained from your local financial institution.

The DPM operates in a completely electronic environment; therefore, paper payment requests and Treasury checks are no longer used. All requests and payments are made electronically. DPM utilizes two funding request systems, Cashline and Smartlink II. Grantees are provided instructions by DPM on the procedures and Federal requirements necessary to receiving funding.

Cashline allows grantees to dial directly into a "voice response" computer via a touch tone telephone. Smartlink II allows grantees to request funding via computer and may be accessed through the Internet. Smartlink II's most notable advantage over Cashline is the grantee's ability to inquire into account balances.

Regardless of the method used to initiate a payment request, funds are electronically deposited into the designated bank account the next business day. Under both systems, funds can be requested as frequently as disbursements are made by your organization. Since funds are available on the next business day, Federal regulation prohibits payments in excess of your immediate disbursement needs.

The payment method for State agencies shall be consistent with Treasury/State CMIA agreements or default procedures codified under 31 CFR Part 205.

Questions regarding payment of Federal funds can be answered through the DPM website and/or by contacting DPM directly.



## DEPARTMENT OF HEALTH AND HUMAN SERVICES

# Opportunity to Comment- Simplification of Federal Grant Programs

### Opportunity to Comment - Simplification of Federal Grant Programs

On November 20, 1999, the President signed into law the Federal Financial Assistance Management Improvement Act (Public Law 106-107) whose purposes are to improve the delivery of services to the public and the effectiveness and performance of Federal grant programs. Federal agencies are working with the Office of Management of Budget (OMB) to: develop uniform administrative rules and common application and reporting systems; replace paper with electronic processing in administration of grant programs; and identify statutory impediments to grant program simplification. Consultation with the recipient community is an important part of the grant program simplification effort. We welcome ideas to make it easier for State, local, and tribal governments and nonprofit organizations to apply for and report on Federal grants. Please send your comments via email to: [PL106107@ost.dot.gov](mailto:PL106107@ost.dot.gov). Be sure to include the name of the organization you represent. We want to know which processes in the grants life cycle need streamlining and improvement, and your suggestions for achieving improvements. We need to know what is most important to you, in terms of grant simplification. Finally, we want you to identify the specific grant program(s) that you find to be most burdensome, with some detail about why they are burdensome, individually or collectively, because we need to focus our efforts on those programs that are in the greatest need of review and streamlining. Your input is valued, and is part of the larger process of achieving the goals of Public Law 106-107, namely, simplification of Federal grant programs for the benefit of our recipients. Please note there will not be any individual response to the input. However, we intend to periodically provide summary information relating to implementation of the law on this web page. Thank you for your participation.

Contact the affected Federal awarding agency or pass-through entity if you have any questions.

Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

#### **Additional Information and Where to Get Help**

##### ◆ *OMB Source Documents*

Single audit requirements are set forth in OMB Circular A-133 and the OMB Circular A-133 Compliance Supplement, which are on OMB's website ([www.omb.gov/grants](http://www.omb.gov/grants)).

##### ◆ *Federal Agency Contact for General Assistance*

A Federal agency has been designated to answer your questions and provide help when needed with your single audit. This designation is generally based upon which Federal agency provides you with the most direct Federal funding. (Circular A-133 (paragraph 400) provides specific guidance for determining which Federal agency is designated to assist you.)

The single audit contacts are listed in Appendix III of the OMB Circular A-133 Compliance Supplement.

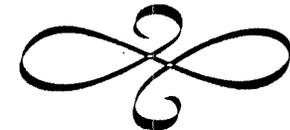
##### ◆ *Highlights of the Single Audit Process*

The Grants Management Committee of the Chief Financial Officers Council produced a pamphlet, *Highlights of the Single Audit Process*, to acquaint officials of Federal awarding agencies and non-Federal entities with the single audit process. It is available on the FAC website ([harvester.census.gov/fac](http://harvester.census.gov/fac)).

June 2005

# Single Audit Basics and Where to Get Help

for Federal Grant Recipients



Grants Management Committee

**Background**

Each year, the Federal Government provides over \$400 billion—one-sixth of the Federal budget—in grants to non-Federal entities (States, local and tribal governments, colleges and universities, and other non-profit organizations). Audits are a primary tool used by the Federal government to ensure that these funds are expended properly.

**Basic Requirements**

All non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996. Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," the OMB Circular A-133 Compliance Supplement and *Government Auditing Standards*.

Entities expending less than \$500,000 in a year are exempt from Federal audit requirements, but must make records available for review or audit by Federal agencies or pass-through entities (non-Federal entities from whom they receive Federal funds), if requested.

**What is a Single Audit?**

Most non-Federal entities annually prepare financial statements and have them audited. A single audit combines the annual financial statement audit with additional audit coverage of Federal funds. The single audit is intended to meet the basic audit needs of both the non-Federal entity and Federal awarding agencies. Any additional auditing by the Federal government shall build upon work performed by other auditors.

**Your Primary Responsibilities**

In addition to your responsibility to administer Federal awards in compliance with Federal requirements, you have a key role to play in the single audit process:

- ◆ *Identifying Federal awards received and expended.*

You are required to account for Federal funds received and expended by individual award. This information

is usually provided in grant award documents. Check with the awarding agency if you have any questions.

- ◆ *Preparing financial statements and a Schedule of Expenditures of Federal Awards (SEFA).*

Most non-Federal entities prepare annual financial statements for their own purposes and are familiar with the process. Your auditor can usually answer any questions on financial statement preparation.

OMB Circular A-133 sets forth the minimum content requirements for the SEFA. Questions on the preparation of the SEFA can be addressed to your auditor, Federal awarding agency, or pass-through entity.

- ◆ *Obtaining the audit and ensuring it is completed.*

OMB Circular A-133 requires that Federal administrative rules be followed in procuring audit services, which can be found on OMB's website. Factors to consider in evaluating proposals for audit services include responsiveness to the request for proposal, availability of staff with professional qualifications and relevant experience, results of quality reviews and price.

The Mid-America Intergovernmental Audit Forum ([www.auditforum.org](http://www.auditforum.org)) has published a pamphlet, *Choosing an External Auditor*, to assist non-Federal entities in the procurement of audit services.

The Government Accountability Office's website ([www.gao.gov](http://www.gao.gov)) also contains a pamphlet, *How to Avoid a Substandard Audit: Suggestions for Procuring an Audit*. *Government Auditing Standards*, the standards auditors must follow in conducting the audit, are also available at this site.

- ◆ *Submitting the audit reporting package and Data Collection Form (form SF-SAC) to the Federal Audit Clearinghouse (FAC) and pass-through entities*

The reporting package includes your financial statements and SEFA, the auditor's reports, including a schedule of findings and questioned costs, and, if applicable, your corrective action plan and a summary

schedule of prior audit findings.

You and your auditor jointly prepare form SF-SAC. You are encouraged to prepare the SF-SAC using the online option at the FAC website ([harvester.census.gov/fac](http://harvester.census.gov/fac)). Blank forms can be downloaded from the FAC's website and hard copies are also available on request.

It is your responsibility to submit the SF-SAC together with the appropriate number (per the SF-SAC instructions) of reporting packages to the FAC within 30 days of the receipt of the auditor's reports, but no later than 9 months after the end of your fiscal year. The FAC distributes the reporting package to Federal agencies and maintains an archival copy. Information from the form SF-SAC is captured by the FAC in an electronic database, which is publicly accessible via its website.

For more information concerning submissions to the FAC, contact the FAC at [govs.fac@census.gov](mailto:govs.fac@census.gov) or toll-free at 1-888-222-9907.

If you are a subrecipient receiving Federal funds from a pass-through entity, you are also required to submit either a copy of the reporting package, or a notification that the audit was completed, to each pass-through entity that provides you with Federal funding. Contact your pass-through entity (ies) for questions concerning submissions to them.

- ◆ *Taking corrective action on audit findings.*

You are required to prepare a corrective action plan that addresses each audit finding. The affected Federal awarding agency(ies) or pass-through entity(ies) should contact you on the acceptability of your plan or alternative actions it expects you to take. You are responsible for taking those actions.



**ADMINISTRATION FOR CHILDREN AND FAMILIES**

**AWARD TERM AND CONDITION**

**THIS AWARD IS SUBJECT TO REQUIREMENTS OF SECTION 106(g) OF THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104)**

**TRAFFICKING IN PERSONS**

**a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
  
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

173

- A. Associated with performance under this award;  
or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

**b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

**c. Provisions applicable to any recipient.**

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions.** For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**GRANT SUMMARY SHEET**

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

Department/Division:	Travis County Juvenile Probation
Contact Person/Title:	Michael Williams
Phone Number:	854-7011

Grant Title:	Juvenile Treatment Drug Court-OJJD		
Grant Period:	From: 10/1/2010	To: 9/30/2014	
Grantor:	Office of Juvenile Justice and Delinquency Prevention <b>OJJD</b>		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<b>County Match</b>	In-Kind	<b>TOTAL</b>
Personnel:	\$408,045			\$141,667		\$579,712
Operating:	\$8,600					8,600
Capital Equipment:	0					0
Indirect Costs:	\$8,334					8,334
Total:	\$424,979	\$0	\$0	\$141,667	\$0	\$566,646
FTEs:	2			.5		2.5

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Percentage of SUS administered that indicated need for CASI	1160	N/A	N/A	N/A	N/A	1100
Number of CASI's administered	1160	N/A	N/A	N/A	N/A	1100
Number of Drug Court Screenings	168	N/A	N/A	N/A	N/A	168
Number of participants in Drug Court	65	N/A	N/A	N/A	N/A	65

27

Percentage of drug court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
Measures For Grant						
Number of juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	84%	N/A	N/A	N/A	N/A	84%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of youth served in Drug Court	125	N/A	N/A	N/A	N/A	125
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					
Number of staff trained in drug court procedures compared to a total number of staff.	100%	N/A	N/A	N/A	N/A	100%
Outcome Impact Description	Increase the number of referrals to screen for the program.					
Number of staff trained in Reclaiming the Futures procedures.	21	N/A	N/A	N/A	N/A	21
Outcome Impact Description	To provide the drug court with tools necessary to enhance the program design.					
Number of programs/initiatives participating in the Juvenile Drug Court Evaluation.	7	N/A	N/A	N/A	N/A	9
Outcome Impact Description	Increase the number of contracts of community based intensive outpatient treatment service providers.					
Percentage of youth who exhibit a reduction in substance abuse during the reporting period.	65%	N/A	N/A	N/A	N/A	65%
Outcome Impact Description	Reduce the number of youth that test positive for substances.					
Percentage of participants that graduate successfully from the program.	65%	N/A	N/A	N/A	N/A	65%
Outcome Impact Description	Demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes. Increase the number of juveniles that are alcohol and drug free.					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court of a new grant contract with the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for a four-year grant to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement and community engagement to help youth break the cycle of drugs and crime.

The grant will provide resources for two new FTE (a Program Coordinator and Office Specialist) for the program. The department has also has received a related grant from the Substance Abuse and Mental Health Services Administration (SAMSHA) for additional for additional substance abuse treatment services for youth served by the program and related training for program staff.

The required cash match is met through existing staff and budget, but the department notes that year four of the grant in FY 2014 may require some additional resources to pay for a portion of personnel costs for grant staff.

PBO recommends approval of the request.

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

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of **CSAT** and **OJJDP**, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Treatment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs by adding **two FTEs, a program coordinator and an office specialist.** program.

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

This is a 4-year grant, so at the moment, there is no long term commitment from the County for the **OJJDP** portion of the budget in this SAMHSA grant application. However, in the 4<sup>th</sup> year of the grant Travis County may have to sustain the salary for the Mental Health professional.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain. There is a county match required for the **OJJDP** portion of this grant. The match will come from the Kathy Smith's position slot 516 Case work Manager's position.

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

A 2% indirect cost has been charged to this grant for a total of \$8,338 in **OJJDP** monies.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in Juvenile Drug Court.

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

N/A

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

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TYC.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES  
COURT SERVICES  
DETENTION SERVICES  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
SUBSTANCE ABUSE SERVICES  
DOMESTIC RELATIONS OFFICE  
JUVENILE JUSTICE  
ALTERNATIVE EDUCATION  
PROGRAM

TO: Travis Gatlin, PBO  
Senior Budget Analyst

FROM: *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: *Michael Williams*  
Michael Williams  
Financial Analyst

SUBJECT: Juvenile Treatment Drug Court-OJJDP

DATE: October ~~14~~ 20, 2010

Travis County Juvenile Probation has received an award totaling \$424,979 over four years from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The majority of this funding will pay for two FTE's, a mental health professional and official specialist. A match of \$141,667 will include the salary and benefits of a Casework Manager.

Please review this item and place it on Commissioner's Court agenda on **October 26, 2010** for their consideration and signature. Please contact Mike Williams at 4-7011 for further information. Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Chapman, Division Director  
Kathy Smith, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File



81

 <p>Department of Justice Office of Justice Programs <b>Office of Juvenile Justice and Delinquency Prevention</b></p>		<p><b>Grant</b></p>		<p>PAGE 1 OF 3</p>																	
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>Travis County Juvenile Probation Department Gardener/Betts Juvenile Justice Ctr. 2515 South Congress Ave. Austin, TX 78704-5594</p>		<p>4. AWARD NUMBER: 2010-DC-BX-0126</p>																			
		<p>5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014</p>																			
		<p>6. AWARD DATE 09/17/2010</p>		<p>7. ACTION</p>																	
<p>1A. GRANTEE IRS/VENDOR NO. 746000194</p>		<p>8. SUPPLEMENT NUMBER 00</p>		<p>Initial</p>																	
		<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																			
<p>3. PROJECT TITLE Travis County Juvenile Treatment Drug Court</p>		<p>10. AMOUNT OF THIS AWARD \$ 424,979</p>																			
		<p>11. TOTAL AWARD \$ 424,979</p>																			
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																					
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY10(OJJDP Drug Courts) 42 USC 3797u</p>																					
<p>15. METHOD OF PAYMENT GPRS</p>																					
<p>AGENCY APPROVAL</p>			<p>GRANTEE ACCEPTANCE</p>																		
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Laurie Robinson Assistant Attorney General</p>			<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Samuel Biscoe Judge</p>																		
<p>17. SIGNATURE OF APPROVING OFFICIAL  </p>			<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>		<p>19A. DATE</p>																
<p>AGENCY USE ONLY</p>																					
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DC</td> <td>70</td> <td>00</td> <td>00</td> <td></td> <td>424979</td> </tr> </tbody> </table>				FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DC	70	00	00		424979	<p>21. JDCTGT0845</p>	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT														
X	B	DC	70	00	00		424979														

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

82



Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2010-DC-BX-0126

AWARD DATE 09/17/2010

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

23



Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 3

PROJECT NUMBER 2010-DC-BX-0126

AWARD DATE 09/17/2010

*SPECIAL CONDITIONS*

8. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
9. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
10. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
11. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (<http://ojjdp.ncjrs.gov/grantees/pm/index.html>) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.
12. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from OJJDP.
13. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
14. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)  
  
This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
15. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

84



**Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Kathi Grasso, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for Travis County Juvenile Probation Department

The recipient agrees to assist OJJDP to comply with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds and, if so, to advise OJJDP and request further NEPA implementation guidance. Recipient understands that this special condition applies to its activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: a. new construction; b. minor renovation or remodeling of a property either; (1) listed on or eligible for listing on the National Register of Historic Places or; (2) located within a 100-year flood plain; c. a renovation, lease, or any other proposed use of a building or facility that will either; (1) result in a change in its basic prior use or; (2) significantly change its size and; d. Implementation of a new program involving the use of chemicals other than chemicals that are; (1) purchased as an incidental component of a funded activity and; (2) traditionally used, for example, in office, household, recreational, or education environments.

85

 <p>Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention</p>	<b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b>  <b>Grant</b>	
	PROJECT NUMBER 2010-DC-BX-0126	PAGE 1 OF 1
This project is supported under FY 10(OJJDP Drug Courts) 42 USC 3797u		
1. STAFF CONTACT (Name & telephone number)  Gwen Williams (202) 616-1611	2. PROJECT DIRECTOR (Name, address & telephone number)  Estela Medina Chief Juvenile Probation Officer 2515 South Congress Ave Austin, TX 78704-5594 (512) 854-7069	
3a. TITLE OF THE PROGRAM OJJDP FY 10 Juvenile Drug Courts Program	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT  Travis County Juvenile Treatment Drug Court		
5. NAME & ADDRESS OF GRANTEE  Travis County Juvenile Probation Department Gardener/Betts Juvenile Justice Ctr. 2515 South Congress Ave. Austin, TX 78704-5594	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2014	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2014	
9. AMOUNT OF AWARD \$ 424,979	10. DATE OF AWARD 09/17/2010	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)  The Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts Program (here after referred to as the CSAT/OJJDP Juvenile Drug Court Program) supports programs to enhance and expand substance abuse treatment capacity for juvenile drug courts. The Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment (CSAT) and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) in partnership with the Robert Wood Johnson Foundation (RWJ) issued a joint solicitation for the FY 2009 CSAT/OJJDP Juvenile Drug Court Program. The purpose of the program is to enhance the capacity of existing juvenile drug courts to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, the Reclaiming Futures program model, and best practices in treatment. CSAT will provide funding for the treatment component of the program and OJJDP will provide funding for the operation of the juvenile drug court component.  Travis County will enhance the capacity of the Travis County Juvenile Treatment Drug Court (JTDC) by serving substance abusing juvenile offenders through the		

86

Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Program models. In response to the increasing number of youth engaging in substance abuse, Travis County Juvenile Probation Department developed and operates a Juvenile Justice Integrated Network. Youth referred to the Travis County Juvenile Probation Department are screened and assessed in the Juvenile Assessment Center (JAC). Of the 8,681 total referrals to TCJPD during the 2001 calendar year, nearly 4,200 were physical referrals. Seventy-one percent of these referrals use alcohol; sixty-nine percent use drugs and forty percent are chemically dependent. As a result, in May 2001 began implementation of the Juvenile Treatment Drug Court (JTDC) to enhance outcome in working with substance-abusing youth that have complicated issues and possible multigenerational family problems.

The target population is youth between the ages of 13.6 to 17 years and unique in that the youth linked to the JTDC will have been adjudicated and often eligible for long-term institutional placement at the Texas Youth Commission. The JTDC chooses a target population that is recidivist as related to their drug use. The award will also increase the availability of treatment services and support an expansion of the JTDC by ensuring that those participating will have access to the treatment services needed through the Travis County Juvenile Justice Integrated Network. The concepts of the Juvenile Justice Integrated Network (JJIN) support blending services such as mental health and substance abuse treatment. The major program goal is to increase the ability of Travis County to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.

CA/NCF

87

**From:** Estela Perez Medina  
**To:** Michael Williams; Sylvia Mendoza  
**Date:** 9/20/2010 9:51 AM  
**Subject:** Fwd: GMS Award 2010-DC-BX-0126

>>> <[donot-reply@ojp.usdoj.gov](mailto:donot-reply@ojp.usdoj.gov)> 9/17/2010 9:02 PM >>>

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
  - a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
  - b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (\*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to [acceptance@usdoj.gov](mailto:acceptance@usdoj.gov) or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Gwen Williams at (202) 616-1611.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special

88

conditions page(s);

4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Gwen Williams at (202) 616-1611. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at [gms.helpdesk@usdoj.gov](mailto:gms.helpdesk@usdoj.gov).

Web link to GMS: <http://ojprdcweb201>

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions: [http://www.ojp.usdoj.gov/funding/pdfs/fsr\\_user\\_manual.pdf](http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf)

Post Award Instructions: [http://www.ojp.usdoj.gov/funding/pdfs/post\\_award\\_instructions.pdf](http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf)

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

Please do not reply to this message. You can contact your program manager Gwen Williams at (202) 616-1611.

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b> June 23, 2010	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier
<b>5. APPLICANT INFORMATION</b>		
Legal Name Travis County Juvenile Probation Department	Organizational Unit Juvenile Probation	
Address 2515 South Congress Ave Austin, Texas 78704-5594	Name and telephone number of the person to be contacted on matters involving this application  Medina, Estela (512) 854-7069	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6000192	7. TYPE OF APPLICANT County	
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Office of Juvenile Justice and Delinquency Prevention	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 11.555 CFDA TITLE: Public Safety Interoperable Communications	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Travis County Juvenile Treatment Drug Court	
12. AREAS AFFECTED BY PROJECT City of Austin and Travis County, TX		
13. PROPOSED PROJECT Start Date: October 01, 2010 End Date: September 30, 2014	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TX10	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?  This preapplication/application was made available to the state executive order 12372 process for review on
Federal	\$424,979	
Applicant	\$141,667	
State	\$0	
Local	\$0	

Other	\$0	05/05/2009
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
TOTAL	\$566,646	N
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Close Window

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**ABSTRACT**

The request for funds is intended to enhance the capacity of the Travis County Juvenile Treatment Drug Court (JTDC) in order to serve substance abusing juvenile offenders through the Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Program models. With SAMHSA funds, services to JTDC participants are increased in the Department's Day Treatment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs.

The need is to increase the availability of treatment services, which has become critical considering the cuts made by the Single State Agency for Substance Abuse, Department of State Health Services. The cuts eliminated community based day treatment services and created waiting lists for the only locally funded residential treatment program.

If funded, the JTDC projects serve 60 unduplicated participants annually in fiscal years 09, and FY10, and increase the number of participants by 5 annually in FY11, and FY12 with a total of 255 unduplicated participants for the lifetime of the project. The grant will allow an expansion of JTDC by ensuring that those participating will have access to the treatment services needed through the Travis County Juvenile Justice Integrated Network.

The concepts of the Juvenile Justice Integrated Network (JJIN) support blending services, and also co locating services such as mental health and substance abuse treatment. As a result of the experienced gained by integrating supervision and substance abuse treatment, it is determined that the purpose of this application also includes an expansion to the Department's Day Treatment Program by adding a mental health professional to provide services in this environment. Hiring a mental health professional allows the Day Treatment Program to increase its capacity and the community based residential and outpatient treatment options.

92

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**TABLE OF CONTENTS**

FACE PAGE

ABSTRACT..... 1

TABLE OF CONTENTS..... 2

BUDGET FORMS..... 3

PROJECT NARRATIVE AND SUPPORTING DOCUMENTATION..... 9

Section A- Statement of Need..... 9

Section B- Proposed Evidence-Based Service/Practice..... 11

Section C- Proposed Implementation Approach..... 16

Section D- Staff and Organization Experience..... 31

Section E- Performance Assessment and Data..... 33

Section F- Literature Citations..... 41

Section G- Budget Justifications, Existing Resources, Other Support..... 42

Section H- Biographical Sketches and Job Descriptions..... 55

Section I- Confidentiality and SAMHSA Participation Protection/Human Subjects..... 59

APPENDICES I - VI

Appendix 1..... 62

    1) Identification of at least one experienced, licensed service provider organization

    2) List of all direct service provider organizations that agreed to participate in the proposed project

    3) Statement of Assurance

    4) Letters of Commitment

Appendix II - Data Collection Instruments/Interview Protocols ..... 84

Appendix III - Sample Consent Forms..... 215

Appendix IV - Letter to the SSA..... 217

Appendix V - County Strategic Plan..... 219

Appendix VI – Travis County Juvenile Treatment Drug Court Strategic Plan..... 258

Assurances..... 260

Certifications..... 264

Disclosure of Lobbying Activities..... 266

Checklist..... 268

93

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Substance Abuse Treatment	93.243	\$	\$	\$ 799,376.00	\$	\$ 799,376.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 799,376.00	\$	\$ 799,376.00

Handwritten marks: "MP" and "3"

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Substance Abuse Treatment				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel	32,754.00				32,754.00
d. Equipment					
e. Supplies					
f. Contractual	722,948.00				722,948.00
g. Construction					
h. Other	28,000.00				28,000.00
i. Total Direct Charges (sum of 6a-6h)	783,702.00				\$ 783,702.00
j. Indirect Charges	15,674.00				\$ 15,674.00
k. TOTALS (sum of 6i and 6j)	\$ 799,376.00	\$	\$	\$	\$ 799,376.00
7. Program Income	\$ 0.00	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Substance Abuse Treatment	\$ 799,376.00	\$ 0.00	\$ 0.00	\$ 799,376.00	
9.					
10.					
11.					
<b>12. TOTAL (sum of lines 8-11)</b>	<b>\$ 799,376.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 799,376.00</b>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 199,376.00	\$ 30,000.00	\$ 49,376.00	\$ 60,000.00	\$ 60,000.00
14. Non-Federal					
<b>15. TOTAL (sum of lines 13 and 14)</b>	<b>\$ 199,376.00</b>	<b>\$ 30,000.00</b>	<b>\$ 49,376.00</b>	<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Substance Abuse Treatment	\$ 199,820.00	\$ 199,820.00	\$ 199,766.00	\$ 199,970.00	
17.					
18.					
19.					
<b>20. TOTAL (sum of lines 16 - 19)</b>	<b>\$ 199,820.00</b>	<b>\$ 199,820.00</b>	<b>\$ 199,766.00</b>	<b>\$ 199,970.00</b>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: See budget narrative and worksheets.			22. Indirect Charges: See budget narrative and worksheets.		
23. Remarks:					

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57

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: OJJDP Drug Court FY09-FY13**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<p><i>The Social Services Coordinator will e JPO will develop treatment plan encompassing the youth's mental health assessments. The Care Coordinator's is to assist in developing a unique treatment plan for each youth in the program (working with community partners within the Justice Integrated Network (JJIN)) and to match individual needs of the youth to services available in the community. The Office Specialist will assist in the program (Also any required new reporting required during the grant); by tracking grant performance measures as well as assist in day to day operations. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i></p>		
<b>Total</b>		<b>\$295,491</b>
<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<p><b>A 10% increase for hospitalization in year three to meet with County standards.</b></p>		
<b>Total</b>		<b>\$112,555</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$408,046</b>



Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**OJJDP Drug Court FY09-FY13 (continued)**

<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
<b>Total</b>		<b>\$8,333</b>

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**OJJDP Drug Court FY09-FY13 (continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

## PROJECT NARRATIVE AND SUPPORTIVE DOCUMENTATION

### SECTION A- STATEMENT OF NEED

Travis County Juvenile Probation Department (TCJPD) is charged with processing and adjudicating all youth, ages 10 to 17, which violate the law. Therefore the **geographic area** is Travis County, Texas. Like other juvenile probation departments around the country, Travis County recognizes the complexity and challenges of dealing with substance-abusing youth and their dysfunctional families. Conventional treatment options are ineffective, as they leave associated problems unmet and open to becoming escalating patterns of criminal behavior. Because age and probation requirements are critical factors in serving youth, the Travis County Juvenile Probation Department has had to institute a program that would achieve the desired impact in a relatively short period of time.

In response to the increasing number of youth engaging in substance abuse, Travis County Juvenile Probation Department developed and operates a Juvenile Justice Integrated Network. Youth referred to the Travis County Juvenile Probation Department are screened and assessed in the Juvenile Assessment Center (JAC). Of the 8,681 total referrals to TCJPD during the 2001 calendar year, nearly 4,200 were physical referrals. Seventy-one percent of these referrals use alcohol; sixty-nine percent use drugs and forty percent are chemically dependent. As a result, in May 2001 began implementation of the Juvenile Treatment Drug Court (JTDC) to enhance outcome in working with substance-abusing youth that have complicated issues and possible multigenerational family problems.

The **target population** is youth between the ages of 13.6 to 17 years and unique in that the youth linked to the JTDC will have been adjudicated and often eligible for long-term institutional placement at the Texas Youth Commission. The JTDC chooses a target population that is recidivist as related to their drug use. The average number of referrals or arrests of the drug court population since its inception is 8. As a result the Travis County JTDC serves a “Deep-End” population. The target population is **justified** through a series of determinants beginning with the repeat offenders that comprise 16% of the Department’s juvenile justice population. These youth appear to cycle through the justice system over and over creating a major drain on the court system, justice system and the community at large as it relates to there repetitive pattern of drug use and criminal behavior. The ability to demonstrate success with this population is contingent upon the services and activities of the Juvenile Justice Integrated Network. The cadre of services and activities enhance the outcome by blending services and coordinating activities to include supervision by probation officers and the team functions of the JTDC.

**Demographic information** of the target population of potential JTDC participants includes

<b>ETHNICITY</b>	<b>PERCENTAGE</b>
<i>Hispanic</i>	57%
African American	24%
Caucasian	18%
Other	1%

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**GENDER**

Female	28%
Male	72%

**In support of the justification of this target group,** Travis County Juvenile Probation Department statistics reveal that in FY 07, 45 % of the 3,114 youth taken into custody needed substance abuse treatment. Of those youth, 46% needed a mental health assessment. In FY 07, the JTDC served 81 youth resulting in a 52% successful discharge rate. Since the JTDC is able to have an impact on substance abusing youth and their families then the need to increase the number of drug court participants grew.

In FY 08, the Juvenile Assessment Center indicated that fewer youth were referred (2993) but that substance abuse and mental health figures remained the same. The Department indicated that the JTDC needed to continue its expansion efforts and increased to serve 81 youth. Along with the growth came a population that increasingly assessed to have co occurring disorders. The Day Treatment Program at the Travis County Juvenile Probation Department, that serves many of the Drug Court participants, indicates that 80% of its population had co occurring disorders.

The 80<sup>th</sup> legislature in 2007 introduced many major changes to Texas Youth Commission (TYC) operations by implementing SB 103 the Texas Youth Commission Reform that was effective June 8, 2007. The reform made a significant impact on the community because it eliminated the disposition option of TYC commitment for youth adjudicated for misdemeanor offenses and for youth who violate probation which he/she is on probation is a misdemeanor. Travis County Juvenile Probation Department is currently looking at as many alternatives as possible to offer this population community based services to include JTDC to address their co-occurring disorders. There will be an increase in the number of youth who will need substance abuse services in the community or in residential treatment.

However also in FY 04, the Department of State Health Services made dramatic cuts in substance abuse residential treatment services and completely eliminated funding Day Treatment Programs. The only remaining Day Treatment Program was located at the Travis County Juvenile Probation Department. The unusual cuts were protested across the State and County. The successes experienced in these services and the reduction of time in residential settings proved most valuable to Travis County. Considering the 'step downs' from residential into day treatment programs along with the potent activities of the JTDC within the Juvenile Justice Integrated Network, a strong program design was implemented.

The cuts made by the Department of State Health Services also minimized the JTDC's ability to place youth in residential treatment settings, which impacts this JTDC adversely because of the "Deep-End" population it serves. There are many instances when the drug use of participants could not be controlled in an outpatient environment-requiring placement in an appropriate residential environment. In FY 08, a total of 43 drug court participants needed to be placed in a residential setting. The names were placed on a waiting list as they were detained until space became available. Consistently, the aforementioned factors helped the Department to determine that the identified target population is the most appropriate group to serve under the SAMHSA

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**funding. If funded, the JTDC in FY 09 projects to provide services to 50 (unduplicated) participants in Day treatment, intensive outpatient or residential treatment.**

The **purpose** of this application is to enhance the capacity of the Travis County Juvenile Treatment Drug Court in order to serve substance abusing juvenile offenders through the Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Program models. The funds are to be used to address the cuts in drug and alcohol treatment services. The goal is to increase the number of youth served in the Juvenile Treatment Drug Court. This is accomplished by increasing the capacity of the Department's Day Treatment Program to effectively serve youth with co occurring disorders by adding one mental health professionals to its staff and to increase the community based residential and outpatient treatment options.

**SECTION B- PROPOSED EVIDENCE-BASED SERVICE/PRACTICE**

The **purpose** of this application is to enhance, increase and improve the services provided to youth in the Travis County Juvenile Treatment Drug Court (JTDC) through the Day Treatment and community based residential and outpatient service providers by utilizing the Reclaiming the Futures program model. Many youth participating in the JTDC are determined to have many co occurring issues that require direct counseling services. The concepts of the Juvenile Justice Integrated Network not only support blending services, but also co locating services such as mental health and substance abuse treatment. As a result of the experience gained by integrating supervision and substance abuse treatment, it is determined that the purpose of this application also includes increasing the number of youth served in the Juvenile Treatment Drug Court. This is accomplished by increasing the capacity of the Department's Day Treatment Program to effectively serve youth with co occurring disorders by adding one mental health professionals to its staff and to increase the community based residential and outpatient treatment options.

**The purpose of this application is consistent with the expectations of this grant.** This program application is intended to address gaps in the substance abuse and mental health services provided in conjunction with JTDC and improve access to these services. The need is to increase the availability of treatment services, which has become critical considering the cuts made by the Single State Agency for Substance Abuse, Department of State Health Services. The cuts eliminated community based day treatment services and created waiting lists for the only locally funded residential treatment program. Considering that the Travis County Juvenile Probation Department operates its own day treatment program the need to expand services has grown and with that growth it is necessary to fill a gap in service by adding mental health services to its treatment regime. **The goals of increased access to outpatient and residential treatment and enhanced day treatment services are believed to be consistent with the exceptions as noted in the application.**

In 2007, 2,900 youth that were assessed, the Departmental data reveals that 59% needed intensive supervision substance abuse treatment and of that figure, 49% needed mental health services. The current JTDC population is a composite of youth with substance abuse and mental health problems. Specialized programming has demonstrated to have a positive impact on the youth and families that participate in the program as 52% discharged successfully from the

107

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

program. Of the 52% of the youth that were unsuccessful, none were committed to the Texas Youth Commission. Of the youth that discharged successfully from the program, 100% did not re offend or were not committed to the Texas Youth Commission within one year of discharge from the program.

It is anticipated that the noted additions will enhance successful program completions and improve efficiency by blending mental health and substance abuse services in a single treatment environment. Also, with juvenile probation officers co located in the same environment then the coercive potency of the juvenile probation supervision will enhance compliance and retention.

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment service providers.

**GOAL 2: Enhance the Department’s Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Mental Health Treatment Coordinator.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC and or /MET/CBT-5.

**Objective 4:** Implement the A-CRA/ACC and or /MET/CBT-5 model.

**GOAL 3: Administer the GAIN assessment tool.**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants.

**Evidence based services** is a part of the state of the art Juvenile Justice Integrated Network. The Network is designed and operated to enhance substance abuse treatment access and service delivery to the juvenile justice population. The Network began operation in 1995 through a demonstration grant awarded by the SAMHSA, Center for Substance Abuse Treatment. It is designed to enhance substance abuse treatment access and service delivery to offenders by focusing on systems integration, linkage and information sharing between community based service providers, social service agencies and the juvenile justice system. After a strong and positive evaluation by the University of Texas, School of Social Work, it was determined that the Network is cost effective, it reduces time between justice processes and linkage to service as well as improved juvenile justice outcomes. The Robert Wood Johnson Foundation continues integrated network development through its Reclaiming Futures Programs. Further, evidence based programming is represented by the Juvenile Drug Treatment Court, and the Juvenile Assessment Center (JAC).

The Network provides on going training in state of the art concepts and then requires practice of these concepts. Currently the Network practices Strength-Based concepts. The Department’s Day Treatment Program and outpatient treatment program utilize and propose to employ concepts identified **in the Cannabis Youth Treatment Series to include A-CRA/ACC and or MET/CBT-5**, Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Tip 4, Substance Abuse Treatment for Persons with Co-occurring Disorders, TIP 42; Volume 5 and the Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users, Volume 1, Enhancing Motivation for Change in Substance Abuse Treatment (TIP 35 ), the

103

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Multidimensional Family Therapy for Adolescent Cannabis Users, Cannabis Youth Treatment Series, Volume 5 and the Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users, Volume 1, Integrating Substance Abuse Treatment and Vocational Services Tip 38; Substance Abuse Treatment and Family Therapy, TIP 39; Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Tip 47; Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders, TAP 19  
The Day Treatment Program will also use concepts identified in the Assessment and Treatment of Patients with Coexisting Mental Illness and Alcohol and Other Drug Abuse (TIP 9).

**Justification of the Proposed Practice** is supported by data that reflects that 80% of the Day Treatment population has co-existing disorders. Also, 90% of the youth in the JTDC uses marijuana regularly reflecting that it is increasingly important to develop program services to address the needs of these youth. The JTDC requires family participation therefore family therapy is often identified as a need. These services will need some modification because they are integrated into the Day Treatment Program that also has a school component. Chemical Dependency Counselors are in the classrooms with teachers and often-coordinate services and activities to enhance the processes of blending services and maximizing the time a youth spends daily in the Day Treatment Program. The ACRA/ACC and or MET/CBT-5 will be woven into the programmatic of the Day Treatment Program.

In the Juvenile Justice Integrated Network, an independent case management service can be linked to serve the family with unconditional positive regard and make consistent efforts to engage the family into the recovery program of the Network participant. A case manager is assigned to help the youth and family navigate through the necessary system of services. The case manager's client centered and family focused motto, is designed to assist the entire family with accessing necessary services as the offender is moved into the system of services providers. The case management services, provided by Youth Advocacy Program (YAP) for the Network includes varieties of activities which includes but are not limited to: linkage to collateral activities for all family members; and advocacy to service agencies on behalf of the youth and family.

Issues of **diversity** represent an on-going commitment of the Travis County Juvenile Probation Department. The Department provides monthly training in an effort to increase the information, knowledge, and skills of its workforce. Network partners are offered opportunities to participate in the training and are scheduled training at their site to ensure maximum benefit of learning to manage the strengths of diversity. The training activities respond to how the JTDC effectively responds to differences such as age, race, ethnicity, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

A snapshot of the on-going training provided for the Department and Network partners includes:

- Age** appropriate material must consider stages of adolescent development as well as language and regular checking in to assess if participants understand.
- Gender** specific groups and learning opportunities are clearly established in treatment program development. Material must not simply be transferred from one gender to the other but adapted specifically for that gender.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

-Since genetic research proves that **Race** is a social construct, which has no biological support, then training focuses on learning more about cultural distinct **ethnic** groups. As staff learn how to manage diversity they are also provided information on distinct cultural and ethnic groups that is intended to improve their skills in managing issues of diversity.

-**Culture** can be tangible and intangible products of groups of people with a person being a part of many cultural groups. Learning to be sensitive to culture and learning how to address gaps in understanding without being offensive is a critical factor in developing cultural competence.

-**Language** barriers are clear and can be addressed however it is important to ensure that certified professionals are used as interpreters. Material used should be flexible and translated in languages that are most familiar to the target group.

-**Sexual orientation** in juveniles should be addressed and accepted as a reality in today's society. Reactions that lead to conflict can be avoided and skills can be developed to help avoid mistakes and address mistakes that are made.

-**Disability** has become a major portion in the fabric of society. Understanding laws and developing sensitivity is critical when working with America's largest minority group. Travis County Juvenile Probation Department meets the American Disabilities Act (ADA) requirements.

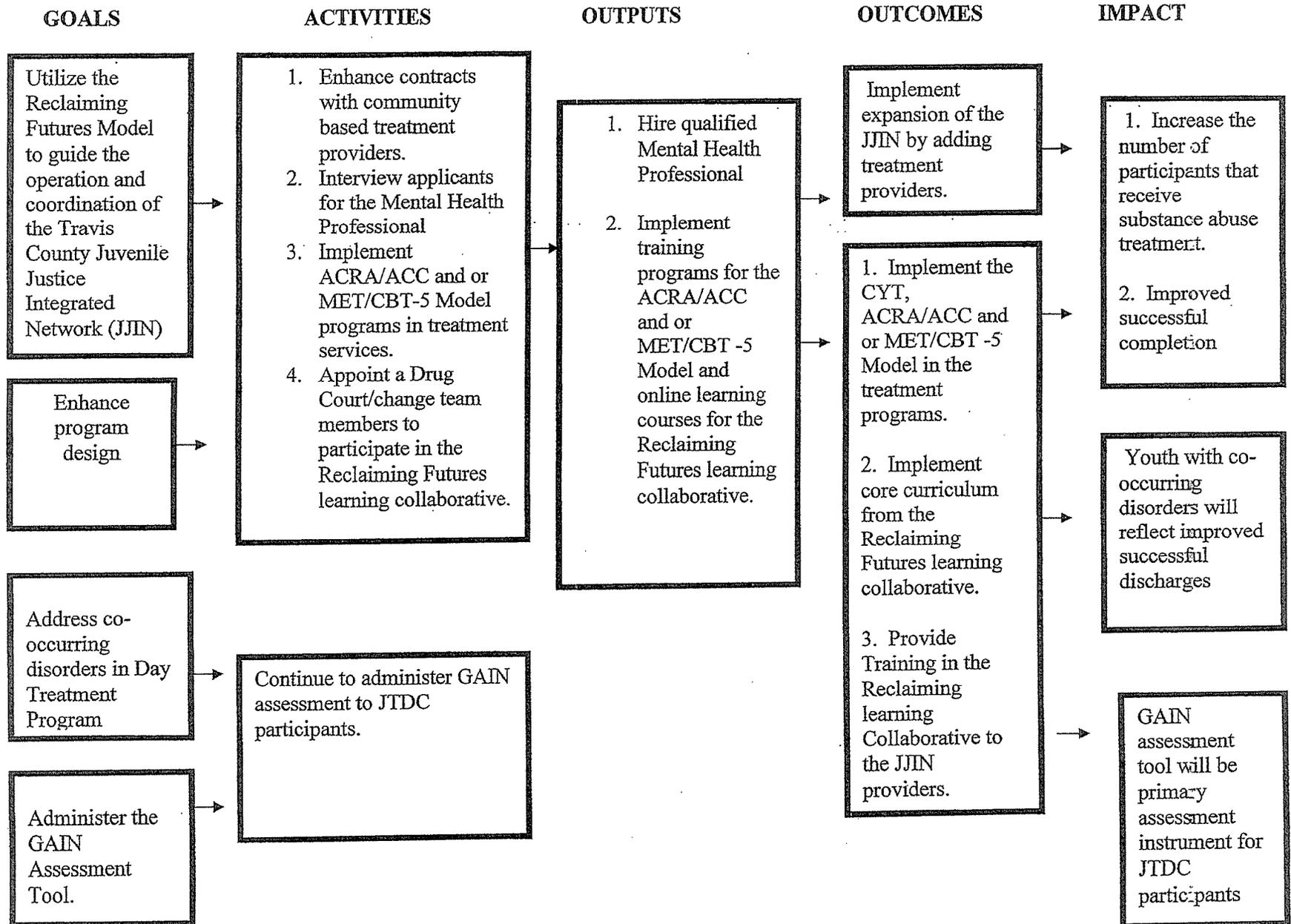
-**Literacy** is part of the rationale for utilizing schoolteachers with Special Education certifications for working with youth with issues of literacy. The teachers utilize the Nova Net system (computer guided), which allows each participant to learn at their own pace and level.

Many youth in the JTDC Program, displays a complex array of issues that affect their involvement and successful participation in the JTDC program. Professionals and community-based stakeholders must become knowledgeable about their characteristics and culture to include the always-changing culture of youth. When addressing the multitude of issues found in diversity, staff must be sensitive and informed enough to know when and how to react to cultural nuances that may be strange or different than their own.

Those that participate regularly in the training activities will reflect in their work. Participants will show movement in that they realize personal and organizational weaknesses in cultural competence and demonstrate attempts to improve. They will show that they accept and respect differences and the knowledge base constantly expands which is critical when working in diverse settings. In order to ensure the **fidelity of the practices models** the Substance Abuse Services Division will utilize a Fidelity Toolkit from the Evaluation Technical Assistance Center. The Toolkit is to be used to maintain fidelity of the aforementioned practices as it relates to age, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

A simple **Logic Model** is provided demonstrate how the integrated Juvenile Drug Courts: Strategies in Practice and Reclaiming Futures models and the required evidence based treatment practices will meet our goals and objectives.

### TRAVIS COUNTY JUVENILE JUSTICE INTEGRATED NETWORK LOGIC MODEL



15

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION C: PROPOSED IMPLEMENTATION APPROACH**

The Travis County Juvenile Probation Department began operating a Juvenile Justice Integrated Network (JJIN) in 1995, under a grant from the Center for Substance Abuse Treatment and continues to operate. In 2007, Substance Abuse Mental Health Services Administration (SAMSHA) awarded Travis County Juvenile Probation Department (TCJPD) the 2007 Science and Service Award for outstanding effort in the implementation of one or more evidenced-based interventions through the Juvenile Justice Integrated Network. Travis County Juvenile Probation Department continues to build and enhance the integrated system of services designed to allow rapid access to substance abuse prevention/education, family services, mental health services, and substance abuse treatment. **This site will be able to implement the Reclaiming Futures model and required evidence based substance abuse treatment services into the Juvenile Drug court program because it is already part of the program design.**

**Collaborative Planning**

**Travis County Juvenile Drug Court Treatment Court (JTDC) engages stakeholders in creating an interdisciplinary, coordinated, and systemic approach to working with youth and their families.** The Juvenile Drug Treatment Court Judge facilitates the JTDC team employing Robert's Rules of Order. Currently policy meetings are held on an as needed basis when necessary, the team utilizes these meeting to address any issues about quality assurance and/or barriers to effective programming; revise or fine tune any policies or procedures to support the goals and mission of the court from any team member.

The JDTC Coordinator provides regular information briefs and national data regarding drug courts to help ensure that members are kept current and able to effectively participate in discussions. Potential providers also use the meetings for presentations. Because of the Network of services, many vendors express an interest to participate and offer services to the youth and families. Many of these vendors will come with an existing revenue stream or is eligible for 3<sup>rd</sup> party reimbursements. Funding decisions are not a part of the scope of work for the team as vendors may be required to participate in the Travis County Government Procurement process.

The team is comprised of:

**The Juvenile Drug Treatment Court Judge.** The Judge is considered the JTDC Team Leader, who is responsible for facilitating weekly reviews, supervise and reinforce treatment requirements and rules of probation. The Judge uses the Court as a therapeutic tool to support the improved and successful behavior of the juvenile offender. The Judge uses both sanctions and incentives to encourage compliance and successful completion of the JTDC Program. The Judge's role includes being the taskmaster, the head cheerleader, mentor and even special confidante. The Judge rewards successes during interaction with the youth and family and immediately employs sanctions for non-compliance. The Judge serves as mediator between the defense attorney and prosecutor to ensure that a team-effort is at the root of all decisions. Prior to status reviews, the Judge reviews treatment and probation data as generated in a report from an Access database by the JTDC Coordinator or designee.

**The District Attorney (DA) Prosecuting Attorney.** The DA serves as a member of the JTDC team and works cooperatively to assess cases that appear appropriate for the JTDC. The responsibility of the DA is to protect the public's safety by ensuring that each candidate is appropriate for the program and complies with all the JTDC requirements. The DA will file petitions for program expulsions when deemed necessary, while taking a non-adversarial approach to serving as a JTDC team member. The DA will participate in weekly hearings and

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

will review treatment and probation data as generated in Access. The DA is a member of the screening team.

**Juvenile Public Defender (JPD) or Defense Attorney.** The responsibility of the JPD is to protect the participant's due process rights while encouraging full participation. The JPD serves the client by getting them to recognize the best outcome for an improved life not simply the best legal result. As a JTDC team member, the JPD uses a non-adversarial approach in order to help the client to remain compliant. The JPD regularly participates in weekly reviews; explains requirements to the youth and family. The JPD monitors sanctions imposed by the JTDC. When a youth is successful, the JPD represents the youth at the final Court appearance. The JPD review treatment and probation data as generated in Access. JPD is a member of the screening team.

**Juvenile Drug Treatment Court Coordinator.** The Juvenile Drug Treatment Court Coordinator is responsible to coordinating all JTDC activity. Works directly with the Judge to ensure that dockets are prepared, and that all data for review has been entered into the Access database and that notifications of weekly reviews are provided to all appropriate staff. The Coordinator ensures that all data relevant to weekly reviews has been accurately recorded. The Coordinator has quality assurance responsibilities while ensuring that all forms are appropriately completed.

**Treatment Representatives.** The treatment representative is the liaison between substance abuse treatment and juvenile probation. The treatment providers are responsible for generating weekly treatment reports for the team and responding to the JTDC team as the substance abuse treatment professional.

**Evaluator.** The Evaluator serves as the project manager and will coordinate operations of the evaluation. The Evaluator continually assesses progress on goals and objectives; identify needed changes in program policies and determining the degree to which a program is meeting its objectives, the problems it is encountering and the side effects it is creating. The evaluator offers self-adjusting information designed to enhance the operation of the JTDC.

**School Representative.** The school representative serves as a liaison for the JTDC and the school district. The representative works to help the JTDC overcome barriers and move to elicit cooperation throughout the school district. The representative continues to renew data exchange and provide opportunities to link the school with link with the JTDC.

**Community Representatives.** The JTDC Coordinator will provide a group of community representatives designed to help guide the team on matters that have direct linkage to culture and community-based services. These Representatives include members of the faith community, community based social service agencies, representation from the business community that can offer employment opportunities, also community and local government sponsored recreational and alternative service providers. The objective is to keep a viable group of participants who can bring in fresh and innovative recommendations to the JTDC. Examples include: Phoenix House Council, Austin Travis County Mental Health and Mental Retardation, Helping Hands Ministry, Substance Abuse Planning Partnership, Neighborhood Housing Services of Austin and Eastside Story.

**The Lead Agency.** The Travis County Juvenile Probation Department serves as the Lead Agency. Beginning in 1995, with the development of the Juvenile Integrated Network project funded by the Center for Substance Abuse Treatment, the Department has demonstrated a remarkable ability to marshal forces in order to "Coordinate, Collaborate and Cooperate. Once philosophy, process and product are consistent, the Department develops Memorandums of Understanding (MOU). The MOU then becomes the cornerstone for each independent agency that strengthens the ability to produce positive results and ends confusion and disagreements. This is the basis for ensuring that stakeholders will meet the commitments made when becoming a part of the interagency collaborations which form the juvenile justice integrated network.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The Department's Board is composed of 18 District Judges that can provide considerable influence in the community and within Travis County Government that enhances the Department's role as the Lead Agency. The Juvenile Board understands the complexity of cause, circumstance and individual needs inherent in the problems of juvenile crime and substance abuse. Therefore, it recognizes that proper and effective application of justice involves more than retribution and intervention. The Board is committed to balancing community protection with the needs of adolescents caught in a cycle of drugs and crime. The Board continues to seek effective methods of service delivery and is further committed to leveraging its services and resources for adolescent (and family) rehabilitation.

**Teamwork**

**Travis County Juvenile Treatment Drug Court (JTDC) has developed and continues to maintain interdisciplinary, non adversarial work team.** A key feature of the JTDC is the non-adversarial relationship between the defense attorney and the prosecutor. This non-traditional approach allows for the emergence of a team concept focused on the best possible outcome for the youth and family. Additional strengths of the JTDC include the aforementioned integrated concepts of treatment, supervision, sanctions and incentives in judicially supervised drug treatment court. Further, the required participation of the family in the drug treatment court provides an opportunity to bolster the team concepts. The family is a part of the "team" and work in harmony to ensure successful discharge from the drug treatment court program.

Because of the integration concept there will need to be a convergence of disciplines, failure to do so, results in obstacles and barriers for the operation of a successful JTDC. Each member of the JTDC represents a discipline with its own philosophy for addressing the substance abusing offender and family that cannot be ignored. Fortunately, the goals of the disciplines are very similar however; the methods to accomplish the goals may vary. The effective operation of the integrated model requires substantial negotiations and agreement, then effective training and team building. The JTDC have established guidelines and procedures that are agreed upon by all members and are documented in a Memorandum of Understanding resulting in a policy procedure manual. These guidelines and procedures enhance continuity and allows for the implementation of a team concept, which will prevent putting lawyer against lawyer, treatment against supervision with the child and family spiraling through the juvenile justice system and perhaps institutionalization. This integrated model of the JTDC will take advantage of the best practices to include the utilization of the Juvenile Justice Integrated Network (JJIN).

**Target Population and Eligibility Criteria**

**The (JTDC) has identified a target population and eligibility criteria that is aligned with the program's goals and objectives.** The Travis County Juvenile Drug Treatment Court (JTDC) is an integrated program that targets juvenile offenders with non-violent drug or drug-related offenses, although some assault cases, such as fighting at school, will be accepted. The JTDC typically works with post-adjudicated youth who are 13.6 to 17 years old that have not been adjudicated for a felony violent offense; assessed to need drug treatment services and have a minimum of six to twelve months of probation. These youth are identified as "deep-end" youth because of the recurring patterns of drug use and poor compliance to rules of probation, all while spiraling deeper into the justice continuum and are determined to be in need of strict JTDC supervision. Reasons for exclusion from the program include conviction of a felony sex crime, severe mental or emotional problems, major gang affiliation and lack of motivation for behavioral change.

108

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Judicial Involvement and Supervision**

**The JTDC has frequent judicial involvement and supervision.** The JTDC team meets weekly to staff drug court juvenile probation officer caseloads. Each officer presents his or her caseload each week. This allows the JTDC team an opportunity to review case information regularly and allows the JTDC team staffing to move quickly and efficiently. The JTDC convenes immediately following these meetings. The youth and the family are expected to appear regularly before the Juvenile Treatment Judge. The frequency of appearances is based on the Phase and Level of Supervision, a participant has earned or if the Judge finds it necessary to require additional appearances. Appearances begin weekly until the participant has earned the privileges to have them reduced. Hearings are held with the entire JTDC Team and appropriate service provider(s). Drug Court is convened in the evenings in order to allow for maximum parental participation.

**Monitoring and Evaluation**

**The Travis County Juvenile Probation Department's Research Unit oversees the collection, management, analysis, interpretation of statistical information for evaluation purposes for the JTDC.** Process evaluations are conducted on an ongoing basis that documents both the history of the program's development and progress on implementation of the program. The outcome evaluation is determined by completion of treatment or the drug court program, reduction in positive urine drug screens, reduction in recidivism, increase in school participation and other factors that contribute to the programs success. Data comes from various agency databases and from semi-structured interviews with team members and key court personnel. The evaluation results, including suggestions for improvement indicated by the data, will be shared with the JTDC team to highlight areas of challenge and success. This enables team members to continually assess progress on goals and objectives, identify needed changes in program policies and procedures, and address problematic areas and continue/strengthen program components that are working well.

**Community Partnerships**

**The JTDC has built partnerships with community organizations to expand the range of opportunities available to youth and their families.** The Juvenile Justice Integrated Network (JJIN) has already established a wide variety of relationships in the community. Efforts to increase community links is an on-going activity for the Network which enhances the service provision by leveraging existing services to expand or enhance services. Additional links include but is not limited to: YWCA of Greater Austin provides screening and assessment services while offering specialized services for adolescent females and intervention services for both male and female adolescents; Helping Hands Ministry, which provides access to food, clothing and temporary shelter in a nurturing environment; Substance Abuse Planning Partnership is a collaborative effort of substance abuse treatment providers designed to meet the needs of the citizens of Travis County; Neighborhood Housing Services of Austin provides opportunities for affordable housing and down payment assistance and Eastside Story is a neighborhood youth service organization providing vocational training, tutorial services, computer training and alternative activities to youth.

**Comprehensive Treatment Planning**

**The JTDC tailor interventions to the complex and varied needs of youth and their families.** Services to youth in the JTDC are provided through the Juvenile Justice Integrated Network, a coordinated continuum of care. The Network is an integration of multiple providers that are able to meet many service needs of the youth and family. The programs offer a full continuum of on-site services, family services, education and counseling for adolescents needing outpatient and

109

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

day or residential treatment. By integrating the treatment levels of each independent treatment program, the Network provides the JTDC a seamless step up/down operation, which ultimately improves the effectiveness and efficiency of treatment.

A key to achieving success is flexibility and responsiveness to the needs of each individual, understanding that “one size does not fit all”, in a treatment regimen. Depending upon the recommendations of the clinicians, each youth and family will have their own goals and plans for treatment. Individualized service plans are developed to help address the myriad of needs presented by the youth and family. Employing strength based concepts, the Network members will seek to utilize family strengths to build competency even though many family units present multiple issues. Comprehensive screening and assessment initiated are completed at TCJPD. Treatment matching occurs through a staffing that is convened weekly with a casework manager. These processes allow treatment and supervision professionals to discuss the findings in the

**Developmentally Appropriate Services**

**The JTDC tailor treatment to the developmental needs of adolescents.** JTDC recognizes that youth have different rates of emotional, cognitive and social development needs. Clinicians, mental health professionals, managers and Juvenile Probation Officers staff and review a variety of assessments to include mental health and substance abuse assessments, social history, school records and discharge summaries from treatment providers to determine the youth’s emotional, cognitive and social development needs in order to make appropriate recommendations for services for each youth.

The goal of each provider in the JJIN includes services to prepare youth to meet the challenges of life upon release, in a productive and healthy way without returning to alcohol and/or other drug (AOD) use or criminal behavior. In order to achieve this goal, services will focus on the following important developmental areas: **Emotional Growth** to promote self-awareness, coping skills and self-esteem. **Cognitive Restructuring** to allow problem-solving, creative thinking and development of a meaningful personal value system. **Social Development** to acquire the ability to appropriately read and respond to social cues, eliminate violent behavior and live within structured environments.

Each treatment program agrees to a drug-free facility and empowers clients to improve their lives and health by helping them maximize their levels of psychological, social, vocational and intellectual functioning. They encourage each client to work toward and reach realistic personal goals. To reach these goals, the providers emphasizes acceptance of responsibility both for ones self and for the good of their peers in treatment.

**Gender Appropriate Services**

**The Substance Abuse Treatment Providers of the Network provide treatment services for adolescents referred from JTDC.** Each treatment provider emphasizes in its programming aspects to ensure that they are gender and age-specific. Recognizing that the changing world of an adolescent requires flexibility, treatment components and group activities are designed to address the need for gender and age-specificity.

**Cultural Competency**

The Travis County Juvenile Probation Department provides monthly training in an effort to increase the information, knowledge, and skills of its workforce. Network partners are offered opportunities to participate in the training and are scheduled training at their site to ensure maximum benefit of learning to manage the strengths of diversity. The training activities responds to how the JTDC effectively responds to differences such as age, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

*Travis County Juvenile Probation Department -- Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Many youth in the JTDC Program displays a complex array of issues that affect their involvement and successful participation in the drug court program. Professionals and community-based stakeholders must become knowledgeable about their characteristics and culture to include the always-changing culture of youth. When addressing the multiple issues of diversity, staff must be sensitive and informed enough to know when and how to react to cultural nuances that may be strange or different than their own. Those that participate regularly in the training activities will reflect in their work. Participants will show movement in that they realize personal and organizational weaknesses in cultural competence and demonstrate attempts to improve. They will show that they accept and respect differences and the knowledge base constantly expands which is critical when working in diverse settings.

**Focus on Strengths**

**JTDC maintains a focus on the strengths of youth and their families during program planning and in every interaction between the court and those it serves.** JTDC is a child centered, family focused court that employs strength based concepts throughout the eligibility screening and assessment process; interviewing the youth in order to find out the youth's successes and accomplishments. In weekly court reviews, the team listens attentively to the youth and family, acknowledge their challenges and praise their accomplishments and abilities.

**Family engagement**

**The JTDC recognizes and engages the family as a valued partner in all components of the program.** The Network has developed a comprehensive system of services for the substance abusing juvenile offenders and family members willing to engage themselves in the activities. Included in these services are various levels of substance abuse treatment, mental health, family services and independent case management. The Network has provided an opportunity to analyze youth that enter the Travis County Juvenile Probation Department and identify their needs through the Juvenile Assessment Center (JAC).

Family involvement is critical to the positive outcome for youth. The critical assessment of the home environment must constitute a culturalogical assessment that enhances the JDTC to incorporate the skills, strengths and resiliency of the family and environment. The family inclusion model for the JTDC is part of the strategy employed to motivate youth. Often, the juvenile offender and family feel that they are in an adversarial relation with the juvenile justice system; however, the JTDC accepts the challenge that all stakeholders are part of a team. There should be no "us versus them" attitude. In order to take on this concept effectively, the JTDC must be able to provide a continuum of family based treatment and ancillary services. The JTDC takes advantage of the strengths of the family and family values to enhance outcome with respect to treatment and supervision.

**Educational Linkages**

**Travis County Juvenile Treatment Court coordinates with the school system to ensure that each participant enrolls in and attends an educational program that is appropriate for his or her needs.** Educational services are provided by the Austin Independent School District (AISD) and also participate in the JTDC by helping to integrate educational services into the substance abuse treatment programs and by utilizing its resources to enhance the development of continuity in the area of education. Residential and day treatment programs host the education and vocational programs on-site. Each youth will be screened upon entry to develop an Individual Education Plan with assistance from former teachers and counselors. When a participant completes residential or day treatment, the AISD liaison coordinates with the school district to ensure that each participant enrolls and attends an educational program that is appropriate for his or her needs.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Testing**

**The design of drug testing for the JTDC is frequent, random and observed.** The JTDC participants undergo frequent, random, observed and regular drug testing by the treatment providers and the probation officers. Tests are conducted weekly until a clean specimen is provided which represents the benchmark for the offender. The frequency of testing changes as a result of progress or lack of progress. Drug testing will be administered anytime the juvenile is detained or after adjudication; testing also occurs during weekly probation office visits, randomly after advancement to the second phase of treatment and according to judicial orders. Treatment providers will test at their own discretion.

The process for testing includes instructing the youth to wash hand before specimen collection; and ensuring that same sex staff will observe the juvenile by entering the restroom stall or by standing next to the urinal during collection. The JTDC has procedures in place if a youth challenges a test result.

**Goal Oriented Incentives and Sanctions**

The positive reinforcement valued by participants is embodied in the advancements made in the treatment model. In addition, the valued words of encouragement from the Judge and the recognition and accolades from the peer group and probation officer further demonstrate incentives. Other incentives used by the JTDC include but is not limited to early release from probation, reduced appearances for status hearings and consistent recognition of progress.

**Incentives:** Incentives include advancement in levels of supervision and phases of treatment, certificates, passes to recreational activities, gift cards, recognition from Judge, reductions in drug testing frequency, “stepping-down” into less intense treatment, early discharge from probation.

**Sanctions:** A system of graduated sanctions is utilized to enhance compliance. The foundation for success includes a strong system of support from the judiciary, probation services and to the community-based providers. By developing a fully integrated Network, the juvenile offender will have a better opportunity to reverse the progression of criminal and substance abusing behavior while addressing other social, mental and educational issues. Sanctions will be applied for non-compliance. Criteria for sanctions include continued alcohol and/or drug use, failure to appear for Court, negative behavior, failure to advance through the phases in the treatment program and levels of supervision and missed treatment programs. Treatment providers will apply treatment sanctions as necessary; however, can recommend the need for JTDC sanctions. A wide-range of sanctions are used in order to take into account the nature of substance abusing juvenile offenders. Many times these youth will be defiant as a result of adolescent behavior, as well as the inappropriate thinking and performance in the Network and JTDC program. Therefore, a wide-range of sanctions provides adequate flexibility to ensure that youth are not expelled from the program until sanctions are exhausted. Sanctions include admonishment from the Judge, changes in level of supervision and or treatment, increased drug testing, increased community service, detention (length determined by JTDC team) and termination from JTDC. Participants failing to appear in the JTDC can result in a directive to apprehend (warrant) being issued for arrest. Relapse or continued drug use may require a process of “stepping-up” into a more intense treatment setting to include residential.

**Confidentiality**

**The JTDC confidentiality** is assured through the utilization of the Consent to Release Information Form as required by 42 CFR Part 2 to include USC 290dd-2.

**The six stages of Reclaiming Future Model have been implemented in the juvenile drug court to include screening and assessment; care coordination; treatment initiation;**

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**treatment engagement and completion.**

**Initial Screening**

The JTDC has implemented the first stage of the Reclaiming Futures model because Travis County Juvenile Probation Department (TCJPD) screens all eligible youth for potential substance abuse problems as soon as the youth has a referral to the juvenile justice system. Once a youth has been referred to TCJPD, the Intake Unit of the Court Services Division will initiate the data collection activities. The Court Services Division is responsible for addressing the legal needs and initial processing of pre-adjudicated juveniles and their families. The Intake Unit provides twenty-four hour, seven day a week processing of youth referred for Class A and B misdemeanor and felony offenses. Each youth referred to TCJPD will be administered two screening instruments, the Massachusetts Youth Screening Inventory, 2<sup>nd</sup> version (MAYSI-2; Grisso & Barnum, 2000), and the Substance Abuse Use Survey (SUS; Wanberg, 1991). The MAYSI-2 is the mental health-screening instrument mandated for use in all Texas Juvenile Probation Departments beginning September 1, 2001. It indicates need for further assessment of alcohol/substance use, aggression, depression, anxiety, somatic concerns, suicide ideation, and thought disturbance. The SUS is used to identify youth at risk for substance abuse and dependence. Scores from the screening instruments will guide the assessment process, determining whether the focus is on mental health concerns, substance use concerns, both or neither. After the completion of the SUS and the score indicates the need for a Comprehensive Adolescent Severity Inventory (CASI) assessment, the youth is then linked to Juvenile Assessment Center (JAC) services. This linkage typically occurs within the first six hours of being referred to the TCJPD. The Intake Unit determines whether a youth will be detained or released to parents/guardians, which will indicate the need to complete the assessment prior to being released. The information collected during these processes will be used to help ascertain whether or not a youth is eligible for the JTDC. However, it is not until later in this comprehensive assessment process, that a youth is linked to the post adjudication Drug Court. TCJPD will initially serve youth that are adjudicated; therefore, the length of time from arrest or modification to appearance at the JTDC will be less than 20 days.

**Initial Assessment**

The initial assessment is administered to youth in the juvenile justice system whenever an initial screening assessment (SUS) suggests that a youth may have possible substance abuse problems. Indication of substance abuse on the SUS will lead to the administration of a Comprehensive Adolescent Severity Inventory (CASI), a fully automated assessment tool that has been integrated into the Management Information System (MIS). The CASI collects information from several domains and provides a computer generated document that serves as the basis for establishing treatment needs and assesses substance abuse problems as well as the need for additional assessments, which include psychological, psychiatric, primary health care, education and/or family issues. Some of the benefits of the CASI assessment present a holistic view of the youth, including aspects of his/her family, friends, free time activities, educational and vocational goals, substance use and abuse and mental health indicators. The CASI allows for flexibility to include significant data for enhancing the conclusion regarding the needs and strengths of a youth and the family.

The target population will be identified for substance abuses services and participation in the JTDC by the assessment process utilized by Travis County Juvenile Probation Department. Recommendations are provided in preparation for an appearance before the Judge.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Recommendations from the clinicians may include the Juvenile Treatment Drug Court. The JTDC Screening Team meets weekly to review any recommendations and review potential participants file to ensure they meet the JTDC criteria. If a youth is eligible for the program, this information is presented in court. If the youth is court ordered to participate in the program, the youth will be added to the drug court docket to participate in the program.

### **Service Coordination**

**The Substance Abuse Treatment Providers of the Juvenile Justice Integrated Network (JJIN) provides service coordination as a “system of care” for adolescents referred from the JTDC.** Youth that have been assessed and identified as having substance abuse problems are referred to the appropriate services in the JJIN to address their needs. The programs offer a full continuum of on-site services, family services, education and counseling for adolescents needing outpatient and day or residential treatment. By integrating the treatment levels of each independent treatment program, the Network provides the JTDC a seamless step up/down operation, which ultimately improves the effectiveness and efficiency of treatment.

The connecting link which ties all these services together is case management services. Case manager's serve the family with unconditional positive regard and make consistent efforts to engage the family into the recovery program of the Network participant. An independent vendor, the Youth Advocacy Program (YAP), provides case management services for the Network. A case manager is assigned to help the youth and family navigate through the necessary system of services. The case manager's client centered and family focused motto, is designed to assist the entire family with accessing necessary services as the offender is moved into the system of services providers. The case management services, provided by YAP for the Network includes varieties of activities which includes but are not limited to: linkage to collateral activities for all family members; advocacy to service agencies on behalf of the youth and family; coordination of all services to include attending weekly staffings with the JTDC team; planning in conjunction with family members and Network partners; and crisis intervention for all family members.

By utilizing a behavioral model, the case manager with Network members identifies and optimizes client strengths to reduce substance abuse and recidivism and to optimize compliance and responsibility to society. The case manager with the JPO will use contacts to assess the client response to treatment services and compliance to levels of supervision. To help address certain cultural nuances, case managers work irregular hours so that families can be met on their terms, either in the home or in a facility.

### **Initiation**

**Treatment is initiated immediately after a case has been screened and referred to the JAC.** Each youth entering TCJPD will be screened and if indicated, referred to the JAC for a CASI. The JAC staff makes recommendations for the type of services. The JPO staffs the case with the case work manager. A referral is made to the JJIN for the appropriate level of treatment. An intake date is given to the assigned JPO and services are linked in a short period of time no longer than a week. Therefore, linkage to the JDTC is a rapid process whereby once treatment recommendations are provided to the team and the case is staffed with the JTDC screening team, the amount of time from JTDC screening and the JTDC court review can be within 24 hours. Screenings for the JTDC take place on Tuesdays of each week and court takes place on Wednesday of each week. In most instances, admission to treatment and JTDC occurs almost immediately.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

### **Engagement**

A youth is engaged in services immediately after being assessed and identified as having substance abuse problems. Engagement is significant and has been incorporated in one of the goals of the JTDC. One of the goals of the JTDC is to improve substance abuse treatment participation and compliance of juvenile offenders by operating a JTDC in conjunction with the JJIN. The JTDC team meets weekly for staffing prior to weekly reviews and this allows the team to see the engagement level in services for the participants. If a participant is receiving a service from a treatment provider, mental health professional or case management, each service provider has a representative present at the weekly staffing, and they provide oral and written updates to the JTDC team about the level of participation and the number of sessions scheduled and attended by each participant in their programs. This information is reviewed each week by the JTDC team and the compliance level of the participants has increased the outcome in services. This information is tracked in an access database by the Coordinator of the court.

### **Completion**

The JTDC uses integrated levels of probation with the phases of substance abuse treatment in order to determine if each client's service plan has been completed. This is one of the advantages of operating a juvenile justice network. In order, for a youth to complete services, it is necessary for them to progress through all levels and phases of both probation and treatment. This also increases the available incentives and the places where youth can be recognized for improved behavior. A participant of the JTDC will graduate upon successful completion of all three levels of supervision and all four phases of the treatment program. Graduation from the program requires that youth receive recommendation of the JTDC team, which typically is based on the aforementioned requirements.

**The Travis County Treatment Drug Court and the Juvenile Justice Integrated Network are currently in operation.** Travis County Juvenile Probation Department is willing to comply with all of the elements in the RFA and to enhance the capacity of our existing juvenile drug court to serve substance abuse offenders through the Reclaiming Futures program model. The activities are incorporated in the Strategic plan for the entire project period:

#### **Strategic Plan for the project:**

<b>Activities</b>	<b>Timeframe</b>	<b>Person Responsible</b>
Announcement /Application Mental Health Professional	October 2009-November 2009	Director of Assessment Services Division Gail Penney -Chapmond
Interview	November 2009	Travis County Juvenile Probation Human Resources Department
Hiring Recommendation and Authorization to Hire	December 2009	Chief Juvenile Probation Officer- Estela P. Medina
Evaluation	October 2009 (Ongoing)	Evaluator- Lisa Eichelberger
Procurement	October 2009-December 2009	Travis County Purchasing
Appoint drug court/change	October 2009 - Ongoing	Juvenile Drug Court Team

115

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

team members/ and Adoption of all six elements of the Reclaiming Futures Model		
Grant Acceptance	Within three weeks of the receipt of the Grant Award Notification	Michael Williams
Grant Revenue Certification	Within three weeks of Grant Acceptance	Michael Williams
Grant Budget Loaded into HTE	Within two weeks of the Grant Revenue Certification	Sylvia Mendoza
New slot number assigned for new positions by Grant	Within two weeks of the Grant Revenue Certification	Travis County Juvenile Probation Human Resources
Training for ACRA/ACC and or MET/CBT -5 Model and online learning courses for the Reclaiming Futures learning collaborative. Cross disciplinary orientation and training for system partners.	To be Announced by Grantor	Travis County Clinicians Drug court /change team

The JTDC proposes to serve 60 unduplicated participants annually in fiscal years 09, and FY10, and increase the number of participants by 5 annually in FY11, and FY12 over the entire project period. The increase in services will occur in Day Treatment, community based outpatient and Residential Services to participants. In December of 2007, Travis County Juvenile Probation Department had a reorganization of the department. As a result, the JTDC number of Juvenile Probation Officers staff went from 8 to 3 officers supervising the participants in the program. Therefore, this JTDC proposes to serve 50 unduplicated numbers in order to assure that the participants are supervised appropriately utilizing the Reclaiming Futures model.

Service Provided	Number Served FY 09	Number Served FY 10	Number Served FY 11	Number Served FY 12
JTDC participants	60	60	65	70

Anticipated Outcomes Successful Completion Rates	FY 09	FY 10	FY 11	FY 12
JTDC participants	65%	65%	65%	65%

The target population will be identified, recruited and retained for substance abuses services and participation in the JTDC by the assessment process utilized by Travis County

11/2

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Juvenile Probation Department.** Each child referred to TCJPD will be administered two screening instruments, the Massachusetts Youth Screening Inventory, 2<sup>nd</sup> version (MAYSI-2; Grisso & Barnum, 2000), and the Substance Abuse Use Survey (SUS; Wanberg, 1991). The MAYSI-2 is the mental health-screening instrument mandated for use in all Texas Juvenile Probation Departments beginning September 1, 2001. It indicates need for further assessment of alcohol/substance use, aggression, depression, anxiety, somatic concerns, suicide ideation, and thought disturbance. The SUS is used to identify youth at risk for substance abuse and dependence. Scores from the screening instruments will guide the assessment process, determining whether the focus is on mental health concerns, substance use concerns, both or neither.

Indication of substance abuse on the SUS will lead to the administration of a Comprehensive Adolescent Severity Inventory (CASI), a fully automated assessment tool that has been integrated into the Management Information System (MIS). The CASI collects information from several domains and provides a computer generated document that serves as the basis for establishing treatment needs and assesses substance abuse problems as well as the need for additional assessments, which include psychological, psychiatric, primary health care, education and/or family issues. Some of the benefits of the CASI assessment present a holistic view of the youth, including aspects of his/her family, friends, free time activities, educational and vocational goals, substance use and abuse and mental health indicators. The CASI allows for flexibility to include significant data for enhancing the conclusion regarding the needs and strengths of a youth and the family.

The GAIN has been implemented and utilized in the Travis County Juvenile Probation Department (TCJPD) since 2007. In September of 2006, Travis County Juvenile Probation Department received a grant from Substance Abuse and Mental Health Services Administration (SAMSHA). One of the requirements was to implement and administer the GAIN assessment. TCJPD currently have clinicians that are certified to administer the GAIN assessment and local trainers at our site.

Recommendations are provided in preparation for an appearance before the Judge. Recommendations from the clinicians may include the Juvenile Treatment Drug Court. The JTDC Screening Team meets weekly to review any recommendations and review potential participants file to ensure they meet the JTDC criteria. If a youth is eligible for the program, this information is presented in court. If the youth is court ordered to participate in the program, the youth will be added to the drug court docket to participate in the program. **Retention** is not much of a challenge in the juvenile justice system as offenders have few options. They will comply and complete the program, or choose to abscond and live on the run or could be institutionalized at the Texas Youth Commission.

**The target population primary language** spoken is English even though a less than a percent speak Spanish only. Interpreters are available for youth and family as required. In Central Texas, known as the "Bible Belt" religious affiliations are directly related to many **value systems** from a variety of ethnic groups. There are several key religious groups however, through a review of assessments it is determined that the majority of youth referred to the Department are typically Catholic or Baptist. Of the youth referred to the Department, 82% are

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

assessed as having a **socioeconomic status** of indigence and are able to receive legal services through the Public Defender's Office.

**Members of the target population help develop application through their direct program feedback.** JTDC graduates and graduates of the Day Treatment Program will be provided opportunities to discuss program satisfaction and to provide any comment that will be helpful to future participants. Also, youth participating in the Day Treatment Program can provide regular programmatic feedback, which is provided to the Day Treatment Program Manager. Also, the relationships with the community based providers such as the independent case management team and the In House Counseling Team is able to convey concerns through the assessment of services on behalf of youth and family members.

The multi-agency Network share common goals and objectives that allows the Treatment Drug Court to reclaim youth and families who are working to end the cycle of substance abuse and delinquent behavior. To that extent, the Treatment Drug Court has developed local leadership capacity in conjunction with the Network and takes advantage of its potent ability to promote partnerships between the juvenile justice system, local treatment providers and other community-based providers that serve and care for the common clientele.

Each grant will be accounted for separately in our financial system by setting up separate fund numbers.

Because the Network is fully integrated all services and activities are **embedded within the existing service delivery system.** The mission statement of the Network describes its purpose "To promote healthy living, encourage individual responsibility, strengthen families and communities, and reduce recidivism." The Travis County Juvenile Probation Department (TCJPD) operates the integrated system of services designed to allow rapid access to alcohol and drug abuse education, intervention and treatment services. The interaction includes rapid and unencumbered linkage to services such as mental health services, social services, case management and health care services for juveniles in Travis County. Ranges of functions performed or provided by the TCJPD include comprehensive screening and assessment, staffings, specialized probation supervision, case management, family services, mental health services and educational/vocational services. The letters of commitment from community organizations will supporting the project is in **Appendix 1. The Travis County Juvenile Probation Department began operating a Juvenile Justice Integrated Network (JJIN) in 1995, so the necessary groundwork has been completed in order for the JTDC to implement this project within 4 months after the grant award.**

Travis County Juvenile Probation Department (TCJPD) is currently in the process of developing new Memorandum of Agreement with the current providers in the JJIN. The following organizations are currently in the JJIN and willing to support this project:

**Association for the Advancement of Mexican-Americans (AAMA)** – Provides residential treatment to both male and female adolescents. The minimum length of treatment is sixty days and the maximum is one hundred and twenty days.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

*Austin Child Guidance Center (ACGC)* – Provides individual and family counseling, psychological and psychiatric evaluations.

*Austin Travis County Mental Health and Mental Retardation Center – (OSAR)* Provides outreach, screening, assessment and referral services.

*Choosing How I Live Life (CHILL)* – Provides intensive outpatient treatment to both male and female adolescents. The length of treatment is eight weeks. Blended funding from managed care services and the TCJPD.

*Clean Investments Counseling Center (CICC)* – Provides intensive outpatient treatment to both male and female adolescents. The length of treatment is eight weeks. Blended funding through the managed care entity, TCJPD and the State of Texas.

*Creating Lasting Family Connections* – Provides an intensive family enrichment program and comprehensive alcohol and drug abuse prevention. Duration of the program is forty weeks adolescent. Funded by the State of Texas.

*Phoenix Academy* – Provides residential, day and intensive outpatient treatment to the male and female adolescents. The duration of each phase of treatment is approximately four to six months. Funded by the State of Texas.

*Providence* - Provides intensive in-home family services. Funded through the Travis County Juvenile Probation Department.

*Riverside General Hospital* – Provides residential treatment to both male and female adolescents. The minimum length of treatment is sixty days and the maximum is one hundred and twenty days. Funded by the State of Texas.

*Travis County Probation Department* (TCJPD)– Provides intensive day treatment to both male and female adolescents. The length of treatment is three to six months. The TCJPD also provides intensive outpatient treatment for the Spanish speaking population and an eight-week substance abuse education class.

*Youth Advocacy* – Provides independent case management working to meet the ancillary needs of youth and families. Funded through the Travis County Juvenile Probation Department.

*YWCA* – Provides gender specific substance abuse education to the adolescents. The program duration is eight weeks. Funded by the State of Texas.

**Potential barriers to successful conduct of the proposed project** are family participation or lack of, community support, substance abuse and mental health issues. These issues will be overcome by educating the community about the programs and how they can assist the participants and families in the community. Then the JTDC will be able to identify and document community support services, establish processes and procedures for linking juveniles to those services and tracking the participation and outcome of the services provided. Utilizing the

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

strength based approach by empowering and showing the parents how significant their role is in the participant's success.

**The JTDC has a plan to secure resources or obtain support to continue activities at the end of Federal Funding.** Travis County Juvenile Probation Department (TCJPD) will sustain funding by seeking resources from grants, foundations, support and services from community-based organizations through collaborations and by seeking to impact new legislation. General support from community service providers has been established. These providers agree to effectively use their resources to provide a continuum of services and activity for youth in the Drug Court. The providers will continue to request funds to help support the youth in the Drug Court. The Juvenile Justice Integrated Network has demonstrated that sustaining funds can be accomplished by effectively utilizing the existing resources in the community. These resources include mental health, educational and vocational services. The partners of the Network sustain the services provided through the Juvenile Justice Network. It is their role to ensure the availability of services to youth linked to the Network.

**The JTDC uses integrated levels of probation with the phases of substance abuse treatment in order to determine how much of each client's service plan must be completed in order for the plan as a whole to be considered complete.** This is one of the advantages of operating a juvenile justice network. In order, for a youth to complete services, it is necessary for them to progress through all levels and phases of both probation and treatment. This also increases the available incentives and the places where youth can be recognized for improved behavior. A participant of the JTDC will graduate upon successful completion of all three levels of supervision and all four phases of the treatment program.

The process of sustainability is an ongoing effort as demonstrated by Network providers agreeing to ensure that treatment services to the JTDC are sustained. The philosophy for sustaining grant funds is to start the process as soon as an award notice is provided to a grantee agency. Critical to this process are the data from the Drug Court Evaluation Team. The information will serve as a foundation for the advocacy necessary for ensuring juvenile drug courts are included in House Bill 1287, services are funded through publicly funded service programs, and to demonstrate effectiveness to the Travis County Juvenile Probation Department's, Board of Directors. **The SAMSA/CSAT in collaboration with OJJDP funds will complement or leverage funds from other sources.** The Travis County Juvenile Probation Department supports the court with Juvenile Probation Officers, case management services, substance abuse treatment and intervention services and space allocations. The District Attorney funds the prosecutors, the Travis County Juvenile Court funds the drug court Judge and the Public Defenders are funded by the Justice & Public Safety Department of Travis County. JTDC continues to work through other collaborations in order to ensure the provision of services for youth and their families. The Governor's Office, Criminal Justice, Criminal Justice Division through the Juvenile Incentive Accountability Block Grant helps support the activities of the juvenile assessment center. These funds are renewed annually depending on federal allocations.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION D- STAFF AND ORGANIZATIONAL EXPERIENCE**

**Travis County Juvenile Probation Department is capable and an experienced applicant in providing culturally appropriate /competent services.** The TCJPD is the County department responsible for providing public safety while addressing the needs of juvenile offenders, families, and victims of crimes, and assisting parents in collecting and distributing court-ordered child support. The Department accomplishes these objectives through five divisions: Domestic Relations Office, Court Services, Probation Services, Detention Services, and Residential Services.

In 1957, the Department was housed in a re-zoned, two-story single family home. Today, five of the six divisions are housed at the Gardner – Betts Juvenile Justice Center, a \$27 million dollar five building complex located at the original 1957 site.

The Chief Juvenile Probation Officer and the Deputy Chief Juvenile Probation Officer work with all facets of the Travis County community to ensure that juveniles participating in the juvenile probation system receive support and services. This policy applies to all divisions and division directors, who work along side community social services and volunteers on a daily basis to affect change in the lives of the juvenile program participants.

The Gardner – Betts facility utilizes state-of-the-art computer and security systems to operate as efficiently as possible. All staff working directly with the juveniles receive specialized training in CPR and “take-down” techniques; they are also required to attend 16 hours of developmental training per year. Including administrative and operational staff, the Facility and program services are sustained by the efforts of 500 employees.

There are existing contracts with service providers who can expand the amount of services provided to the families of the Juvenile Treatment Drug Court. The Juvenile Justice Integrated Network is a mature system of services that has been collaborating and growing together for over ten years. The Lead Agency, through the Travis County Juvenile Probation Department with a Local Coordinating Committee providing guidance and steering relative to its growth and development manages the processes of the Network. **Other service providers and their organization capabilities are provided in Appendix 1.**

JTDC has the requisite training, experience, and **cultural sensitivity** to provide services to the target population. The training for the JTDC team is significant and taking place on a regular basis to enhance staff development.

**The Travis County Juvenile Probation Department provides monthly Diversity training in an effort to increase information, knowledge, and skills of its workforce.** Network partners, and JTDC team members are offered opportunities to participate in the training and training is scheduled at their site to ensure maximum benefit of learning to manage the strengths of diversity. **The training activities responds to how the JTDC effectively responds to differences such as language, age, gender, sexual orientation, disability, literacy, and ethnic, racial and cultural factors of the target population.** The Diversity Training is an ongoing effort that is headed by the Probation Services Director who is also the Director for the Day treatment program and Juvenile Probation Officers for the JTDC.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

***Proposed Staffing Plan***

<b>TCJPD Staff</b>	<b>Level of Effort</b>	<b>Role</b>	<b>Responsibilities</b>
Deputy Chief Juvenile Probation Officer	5%	Supervisory	Oversees Director of Assessment Services, and Administrative Services
Director of Assessment Services Division	5%	Supervisory	Supervises the Drug Court Coordinator
Drug Court Coordinator	100%	Management	Oversees the daily operations of the JTDC.
Social Services Program Coordinator	100%	Management	Oversees the daily operations of the Day treatment program.
Mental Health Professional /	100%	Direct Care	Will conduct assessments on participants in the JTDC and Day treatment program, monitor and conduct groups and individual counseling sessions.
Evaluator	100%	Management	Oversees the Research Unit and produce statistical reports pertinent to state and federal regulations.

**Key staff is identified in Section H and job descriptions will be included.** The racial ethnic characteristics of the key staff African American, Anglo, and Hispanic and **they all represent the target population in the community.** The Hispanic staff is bilingual and all of the staff members are bicultural individuals. They are all qualified to serve this population.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

***Equipment and Facilities***

The JTDC operates at the Travis County Juvenile Probation Department. The Travis County Day treatment program operates at 8011 B Cameron Road Austin, Texas 78754. This facility is equipped with classrooms, computers, copier, fax machine, desktop telephones, and furniture in the common area. These amenities will be available for use by the JTDC and the Day treatment counselors and the mental health professional.

All of the facilities and locations that will provide services to the amenable target population are adequate, accessible, and compliant with the Americans with Disabilities Act (ADA).

**SECTION E- Performance Assessment and Data**

**The Travis County Juvenile Probation Department’s Research Unit will oversee the Plan for the collection, management, analysis, interpretation and reporting as required.** JTDC will be able to collect and report on required juvenile drug court component and substance abuse treatment performance measures as specified in the RFA. The Juvenile Drug Court Coordinator has already been trained on the GPRA tool and is currently administering the tool to JTDC participants. The client outcome portion of the data collection will rely primarily on responses obtained from the GPRA. Data will be collected at baseline, six months after baseline; 12 months after baseline with regularly scheduled GPRA follow up. Data regarding the client’s current status will be gathered utilizing the GPRA format during contacts and provided to the Drug Court Coordinator for compilation. There will not be a problem for this site to implement and develop program design that will facilitate the gathering of data on the required performance measures.

The Research Unit is **responsible for ensuring data collection and report on any performance measures established in the RFA.** The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. The GAIN has been implemented and administered to youth in the JTDC and additional data can be drawn from through Chestnut Behavioral, the owners of the GAIN. This site has three GAIN local trainers that are certified that have been administering the GAIN assessment. The Research Unit will explore this aspect of data collection and be prepared to analyze this data as well.

Information will be collected from participants, staff and client interviews, case record reviews, staff and client/family focus groups. The information collected will be utilized to constantly assess the project implementation and level of performance in order to institute modifications necessary to assure the highest level of quality care.

**Data Collection:**

*Target Population*

Baseline information about the juveniles served including race, age, gender, criminal history, mental health status, school status, living environment, and substance abuse issues will be collected.

*Screening and Assessment*

Evaluation will monitor screening and assessment procedures and instruments, including noting changes in either procedures or instruments and assessing perceptions of the appropriateness of these procedures and instruments

123

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

<i>Case Processing</i>	Evaluation will report and note changes in the point at which the program intervenes.
<i>Program Length</i>	Evaluation will include data regarding the length of program and the average length of time in the program
<i>Urinalysis Testing</i>	Evaluation will report and note changes in who conducts urinalysis tests, how frequently tests are conducted, drugs tested for and whether tests are done randomly.
<i>Treatment Resources</i>	Evaluation will report and note changes in services provided and by whom, specific treatment modalities used, to what extent and when residential services are used, other service interventions provided, gender or cultural specific services offered and aftercare provided.
<i>Ancillary Services</i>	Evaluation will report and note changes in the ancillary services provided and the coordination of referrals to those services.
<i>Impact on substance abusing behavior</i>	To determine whether trends exist that suggest progress by participants in overcoming their drug use, evaluation will gather data on drug test results and how these may differ by phase of participants' treatment.
<i>Impact on participants' life circumstances</i>	Evaluation will gather data to monitor changes in participants' educational performance, employment status, and, if possible, the family's involvement in treatment and changes in family status.
<i>Implementation</i>	Evaluation will monitor and note progress on implementation of the program, specifically changes in program design and reasons for the changes, whether implementation follows the design time-line and reasons for any variations, changes in goals and objectives, problem areas, team member concerns about the program, and recommendations to improve problematic areas.
<i>Mission</i>	Evaluation will monitor program's adherence to their mission and whether all team members have the same interpretation of the team's mission.
<i>Attitudes and knowledge of team members</i>	Through semi-structured interviews with key court personnel and team members, the evaluators will collect data on their knowledge and attitudes toward the programs and the participants. Evaluation will also monitor training efforts.
<i>Behavior</i>	Data will be gathered to determine if juveniles participating in the program continue to be referred to the Department for offenses during and after program participation. Data will also be collected to determine if juveniles remain in the community or are committed to state correctional institutions. Data will be collected to determine if juveniles are successfully completing treatment goals and objectives.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The following data will be collected from the identified sources:

Number of persons admitted to the program	Microsoft Access Database
Characteristics of persons admitted to the program	This will be gathered from the Microsoft Access Database and Caseworker. This data includes the Substance Use Survey (SUS), the Comprehensive Adolescent Severity Inventory for Adolescents (CASI-A), a Risk Assessment, a Needs Assessment, date of referral, age, gender, race, family status, employment status, educational level, current charge(s), criminal history, mental health data, nature and severity of substance abuse problem. GAIN assessment.
Treatment recommendations and record of treatment regimen followed by each participant	Treatment recommendations can be gathered from a Microsoft Access database. Treatment providers in the Network monitor the services they provide.
Number of participants currently active in the program, duration of time in program, principal types of treatment being provided.	Microsoft Access Database
Number and characteristics of persons who successfully complete the program	Microsoft Access Database
Number and characteristics of persons who have been terminated from the program, reasons for termination, and length of time in the program prior to termination.	Microsoft Access Database
Re-referral during program participation and for 6 and 12 months after, including types of referrals	Caseworker
Urinalysis Results	Microsoft Access Database

**The following is the plan for conducting the performance assessment for the substance abuse treatment component. Process and Outcome Evaluations** will utilize existing data sources. The Process component will focus on the general issues of program and service delivery. The key question that will drive the process component is whether the services are expanded and enhanced as proposed are provided.

**The Process evaluation** will focus on the general issues of program and service delivery. **The key question that will drive the process component is whether the right programs and**

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**services are being provided to the right populations, in the right amounts, in the right environments. Obviously, there are local or specific issues, concerns, constraints, requirements, and restrictions that are unique to the juvenile justice population. The identification of these locally specific circumstances will be a large focus of the evaluation. Process will focus on how well implementation matched the plan, the deviations that occurred and what led to those deviations, the impact felt.**

The Outcome evaluation will begin with the integration GPRA outcome measures and any other data required by SAMHSA. The local outcome evaluation may add measures to this baseline set. Outcome will assess the effect of the treatment provided through the model programs, associated factors both programmatic and individual while determining any subsequent offense history a year after completion of probation. Examples of additions may include but are not limited to:

- Family parental status, relations
- Peer influence on crime and substance use
- Academic performance
- Other behavior problems
- Subsequent offenses
- More on mental health status

**Fidelity** is assessed by the comparison of the Program goals and objectives, the timeline for meeting the goals and objectives, and the extent to which each goal and objective has been met. In cases where goals and objectives are not met as expected then challenges and barriers to goal attainment will be identified. The Research Unit may utilize Fidelity rating instruments administered to staff and clients to determine level of adherence to program goals and objectives.

**Per –Person or Unit Cost of the project to be implemented:**

**SAMHSA Substance Abuse Treatment**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 1)</b>				
Costs for Travel, Training and Seminars (Serving 60 additional cases for Substance Abuse services.)	\$16,415	60 cases	\$ 16,415	Annual Travel, Training, and Seminar cost per youth served/ \$274
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 16,415</b>	<b>60 cases</b>	<b>\$ 16,415</b>	<b>\$274 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program (year 1)</b>				
Substance Abuse Treatment Services (Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)	\$ 179,487	60	\$ 179,487	Substance Abuse Treatment Services cost per youth served/ \$2,292 per person.
<b>Total costs contractual services</b>	<b>\$ 179,487</b>	<b>60 cases</b>	<b>\$ 179,487</b>	<b>\$2,292 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
Indirect Costs (2% of budget) (year 1)	\$ 3,918	60	\$ 3,918	Indirect cost tied to youth in program/\$65 per person
<b>Total costs indirect</b>	<b>\$ 3,918</b>	<b>60 cases</b>	<b>\$ 3,918</b>	<b>\$65 per person</b>
<b>Grand total</b>	<b>\$ 199,820</b>			

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 2)</b>				
Costs for Travel, Training and Seminars (Serving 60 additional cases for Substance Abuse services.)	\$16,415	60	\$ 16,415	Annual Travel, Training, and Seminar cost per youth served/ \$274
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 16,415</b>	<b>60 cases</b>	<b>\$ 16,415</b>	<b>\$274 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program (year 2)</b>				
Substance Abuse Treatment Services (Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)	\$ 179,487	60	\$ 179,487	Substance Abuse Treatment Services cost per youth served/ \$2,292 per person.
<b>Total costs contractual services</b>	<b>\$ 179,487</b>	<b>60 cases</b>	<b>\$ 179,487</b>	<b>\$2,292 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
Indirect Costs (2% of budget) (year 2)	\$ 3,918	60	\$ 3,918	Indirect cost tied to youth in program/\$65 per person
<b>Total costs indirect</b>	<b>\$ 3,918</b>	<b>60 cases</b>	<b>\$ 3,918</b>	<b>\$65 per person</b>
<b>Grand total</b>	<b>\$ 199,820</b>			

12

38

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 3)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$ 13,962	65	\$ 13,962	Annual Travel, Training, and Seminar cost per youth served/ \$214
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 13,962</b>	<b>65 cases</b>	<b>\$ 13,962</b>	<b>\$214 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program (year 3)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 181,887	65	\$ 181,887	Substance Abuse Treatment Services cost per youth served/ \$2,798 per person.
<b>Total costs contractual services</b>	<b>\$ 181,887</b>	<b>65 cases</b>	<b>\$ 181,887</b>	<b>\$2,798 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Indirect Costs (2% of budget) (year 3)</b>	\$ 3,917	65	\$ 3,917	Indirect cost tied to youth in program/\$60 per person
<b>Total costs indirect</b>	<b>\$ 3,917</b>	<b>65 cases</b>	<b>\$ 3,917</b>	<b>\$60 per person</b>
<b>Grand total</b>	<b>\$ 199,766</b>			

12/1

39

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 4)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$ 13,962	70	\$ 13,962	Annual Travel, Training, and Seminar cost per youth served/ \$200
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 13,962</b>	<b>70 cases</b>	<b>\$ 13,962</b>	<b>\$200 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program (year 4)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 182,087	70	\$ 182,087	Substance Abuse Treatment Services cost per youth served/ \$2,601 per person.
<b>Total costs contractual services</b>	<b>\$ 182,087</b>	<b>70 cases</b>	<b>\$ 182,087</b>	<b>\$2,601 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
Indirect Costs (2% of budget) (year 4)	\$ 3,921	70	\$ 3,921	Indirect cost tied to youth in program/\$56 per person
<b>Total costs</b>	<b>\$ 3,921</b>	<b>70 cases</b>	<b>\$ 3,921</b>	<b>\$56 per person</b>

Grand total \$ 199,970

32

46

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION F- LITERATURE CITATIONS**

Center for Substance Abuse Treatment. *Substance Abuse Treatment for Persons with Co-occurring Disorders*. Treatment Improvement Protocol (TIP) Series 42 DHHS Publication number (SMA) 05-3992. Rockville, MD: Substance Abuse Mental Health Services Administration, 2005.

*Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders* Technical Assistance Publication Series 19, DHHS Publication No. (SMA) 96-3115, Printed 1996.

Center for Substance Abuse Treatment. *Integrating Substance Abuse Treatment and Vocational Services Treatment Improvement Protocol* (TIP) Series 38, DHHS Publication No. (SMA) 02-3746, Rockville, MD: Substance Abuse Mental Health Services Administration, 2000

Center for Substance Abuse Treatment. *Substance Abuse Treatment and Family Therapy*. Treatment Improvement Protocol (TIP) Series 39 DHHS Publication No. (SMA) 05-4006 Rockville, MD: Substance Abuse Mental Health Services Administration, 2000

Center for Substance Abuse Treatment *Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Treatment Improvement Protocol* (TIP) Series 47 DHHS Publication No. (SMA) 06-4182 Rockville, MD: Substance Abuse Mental Health Services Administration, 2006

*Enhancing Motivation for Change in Substance Abuse Treatment*. TIP 35 (1999) NCADI # BKD342

*Screening and Assessing Adolescents for Substance Abuse Disorders*. TIP 31 (1999) NCADI # BKD342

*Comprehensive Case Management for Substance Abuse Treatment*. TIP (1998) NCADI # BKD306

*Treatment Drug Courts: Integrating Substance Abuse Treatment With Legal Case Processing*. TIP 23 (1996) NCADI # BKD205

*Assessment and Treatment of Patients With Coexisting Mental Illness and Alcohol and other Drug Abuse*. TIP 9(1994) NCADI # BKD 134

*The Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users: 7 Sessions of Cognitive Behavioral Therapy for Adolescent Cannabis Users*. . CYT Cannabis Youth Treatment Series Vol. 2 (2002) NCADI # BKD385

*Family Support Network for Adolescent Cannabis Users*. CYT Cannabis Youth Treatment Series Vol. 3 (2001) NCADI # BKD386

*Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescents Cannabis Users: 5 Sessions*. CYT Cannabis Youth Treatment Series Vol. 1 (2001) NCADI # BKD384

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION G: BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT**

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*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**BRIEF BUDGET NARRATIVE**

Travis County Juvenile Probation is requesting \$424,979 in federal funds over a four year period. These funds will be used for our **Travis County Juvenile Drug Court Treatment Court (JTDC)**.

**The following key items to be funded:**

- **Social Services Coordinator and Office Specialist-** The Care Coordinator is to assist in developing a unique treatment plan for each youth in the program (working with the community partners within the Justice Integrated Network (JJIN)). The Office Specialist will assist the program by tracking grant performance measures as well as assist in day to day operations.
- **Supplies-** Office supplies are for day to day operations. Bus Passes are to assist youth in transportation to various treatment sessions, drug court appearances, etc. Incentives to encourage attendance and maintain treatment goals. These will be non-monetary rewards which may include gift cards Target, McDonalds, Regal Cinema, etc.
- **Juvenile Drug Treatment Court Coordinator- This staff member will be the required match of 25% for \$141,667.** The Juvenile Drug Treatment Court Coordinator is responsible to coordinating all JTDC activity and works directly with the Judge to ensure that dockets are prepared. Also, reviews all data and ensure that notifications of weekly reviews are provided to all appropriate staff.

**Budget Worksheet attached.**

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: OJJDP Drug Court FY09-FY13**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<p><i>The Social Services Coordinator will e JPO will develop treatment plan encompassing the youth's mental health assessments. The Care Coordinator's is to assist in developing a unique treatment plan for each youth in the program (working with community partners within the Justice Integrated Network (JJIN)) and to match individual needs of the youth to services available in the community. The Office Specialist will assist in the program (Also any required new reporting required during the grant); by tracking grant performance measures as well as assist in day to day operations. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i></p>		
		<b>Total</b> <b>\$295,491</b>
<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<p><b>A 10% increase for hospitalization in year three to meet with County standards.</b></p>		
		<b>Total</b> <b>\$112,555</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$408,046</b>

134

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**OJJDP Drug Court FY09-FY13 (continued)**

<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
<b>Total</b>		<b>\$8,333</b>

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**OJJDP Drug Court FY09-FY13 (continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>

136

**Other Budget Information  
Travis County Juvenile Probation's Application-4 year Cash Forecast  
OJJDP Drug Court**

OBJECT CLASS CATEGORIES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Social Services program coordinator	\$58,573	\$60,373	\$62,224	\$0	
Office Secretary	\$27,253	\$28,122	\$29,014	\$29,932	
	<u>\$85,826</u>	<u>\$88,494</u>	<u>\$91,238</u>	<u>\$29,932</u>	<u>\$295,491</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Social Services program coordinator	\$19,167	\$19,521	\$20,641	\$0	
Office Secretary	\$12,683	\$12,844	\$13,764	\$13,934	
	<u>\$31,850</u>	<u>\$32,365</u>	<u>\$34,405</u>	<u>\$13,934</u>	<u>\$112,555</u>
<b>Total Personnel</b>	<u><b>\$117,676</b></u>	<u><b>\$120,860</b></u>	<u><b>\$125,644</b></u>	<u><b>\$43,867</b></u>	<u><b>\$408,046</b></u>
<b>C. Supplies</b>					
Office Supplies	\$275	\$275	\$275	\$275	
Incentive Vouchers	\$1,500	\$1,500	\$1,500	\$1,500	
Bus Passes	\$375	\$375	\$375	\$375	
	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$8,600</u>
<b>Total Direct Charges</b>	<u><b>\$119,826</b></u>	<u><b>\$123,010</b></u>	<u><b>\$127,794</b></u>	<u><b>\$46,017</b></u>	<u><b>\$416,646</b></u>
<b>Total Indirect Charges</b>	<u><b>\$2,397</b></u>	<u><b>\$2,460</b></u>	<u><b>\$2,556</b></u>	<u><b>\$920</b></u>	<u><b>\$8,333</b></u>
<b>Total</b>	<u><b>\$122,222</b></u>	<u><b>\$125,470</b></u>	<u><b>\$130,350</b></u>	<u><b>\$46,937</b></u>	<u><b>\$424,979</b></u>

Categories	\$408,045
Personnel	\$8,600
Operating costs	\$0
Capital Equipment	\$8,333
Indirect costs	\$424,979
<b>Total</b>	<u><b>\$424,979</b></u>

2 FTEs year 1-3; year 4 1 FTE

3

47

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**BRIEF BUDGET NARRATIVE**

Travis County Juvenile Probation is requesting \$799,376 in federal funds over a four year period. These funds will be used for our **Travis County Substance abuse Treatment program which will adhere to the Reclaiming Future Model.**

**The following key items to be funded:**

- **Travel and Training-** This budget will allow for the required Traveling, education costs, and certification of 5 clinical staff (one supervisor). Also, this will be to training two staff for the MEBT/CBY training and certification. The departments have additional dollars for other required training which may include the GAIN.
- **Contractual-**Providers are an integral part of the six stage of the Reclaiming Future Model and will be providing the treatment component to the Drug Court. We will be working with Juvenile Justice Integrated Network (JJIN) to include residential treatment, intensive outpatient treatment, individual treatment and case management services. Rates will be determine as we implement these services.

**Budget Worksheet attached.**

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for  
Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: Drug Treatment FY09-FY13**

<b>A. Travel</b>				
Purpose of Travel	Location	Item	Computation	Cost
CRA/ACC Clinical Training (year 1)	TBD	Airfare	\$400 x 5 staff	2,000
CRA/ACC Clinical Training (year 1)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
CRA/ACC Clinical Training (year 1)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
CRA/ACC Clinical Training (year 1)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
MET training (year 1)	TBD	Airfare	\$400 x 2 staff	800
		Hotel Accommodations	\$200 x 3 nights x 2 staff	1,200
MET training (year 1)	TBD	Meals Per Diem	\$34 x 3 days x 2 staff	204
MET training (year 1)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
Training (TBD) (year 2)	TBD	Airfare	\$400 x 2 staff	800
		Hotel Accommodations	\$200 x 3 nights x 2 staff	1,200
Training (TBD) (year 2)	TBD	Meals Per Diem	\$34 x 3 days x 2 staff	204
Training (TBD) (year 2)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
Clinical Training (year 2)	TBD	Airfare	\$400 x 5 staff	2,000
Clinical Training (year 2)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 2)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 2)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
Clinical Training (year 3)	TBD	Airfare	\$400 x 5 staff	2,000
Clinical Training (year 3)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 3)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 3)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
Clinical Training (year 4)	TBD	Airfare	\$400 x 5 staff	2,000
	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 4)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 4)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
<b>This is required travel for training and certification of 5 clinical staff (one supervisor). Also training for 2 staff for the MET/CBT training and certification. Additional required training dollars which may include GAIN.</b>				
			<b>Total</b>	<b>\$32,754</b>

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**Drug Treatment FY09-FY13 (Continued)**

<b>B. Consultants/Contracts</b>			
Name of Consultant	Service Provided	Computation	Cost
Substance Abuse Treatment (Year 1)	Provide at least 60 youth in the program with substance abuse treatment.	Rates to be determined.	179,487
Substance Abuse Treatment (Year 2)	Provide at least 60 youth in the program with substance abuse treatment.	Rates to be determined.	179,487
Substance Abuse Treatment (Year 3)	Provide at least 65 youth in the program with substance abuse treatment.	Rates to be determined.	181,887
Substance Abuse Treatment (Year 4)	Provide at least 70 youth in the program with substance abuse treatment.	Rates to be determined.	182,087
<i>Contractual agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will include residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model</i>			
<b>Total</b>			<b>\$722,948</b>

<b>C. Other Costs</b>		
Description	Computation	Cost
TBD (Year 1)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 2)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 3)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 4)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
<i>These costs are for education, certification, and technical assistance required from the MET/CBT CRA/ACC training sessions.</i>		
<b>Total</b>		<b>\$28,000</b>

145

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Treatment FY09-FY13 (Continued)**

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$195,902 x 2% indirect cost rate	3,918
Indirect Cost (Year 2)	\$195,902 x 2% indirect cost rate	3,918
Indirect Cost (Year 3)	\$195,849 x 2% indirect cost rate	3,917
Indirect Cost (Year 4)	\$196,049 x 2% indirect cost rate	3,921
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
<b>Total</b>		<b>\$15,674</b>

141

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Treatment FY09-FY13 (Continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$0</b>
<b>B. Fringe Benefits</b>	<b>\$0</b>
<b>C. Travel</b>	<b>\$32,754</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$0</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$722,948</b>
<b>H. Other</b>	<b>\$28,000</b>
<b>Total Direct Costs</b>	<b>\$783,702</b>
<b>I. Indirect Costs</b>	<b>\$15,674</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$799,376</b>
<b>Federal Request</b>	<b>\$799,376</b>
<b>Non-Federal Amount</b>	<b>\$0</b>

142

149

53

**Other Budget Information  
Travis County Juvenile Probation's Application-4 year Cash Forecast  
SAMHSA TREATMENT**

OBJECT CLASS CATEGORIES	Year 1	Year 2	Year 3	Year 4	TOTAL
<b>A. Travel</b>					
BIA training	\$884	\$884	\$680	\$680	\$3,008
Meals for Training	\$5,200	\$5,200	\$4,000	\$4,000	\$18,400
Lodging	\$2,800	\$2,800	\$2,000	\$2,000	\$9,600
Air Fare	\$531	\$531	\$282	\$282	\$1,126
Ground Transportation	\$0	\$0	\$0	\$0	\$0
Mileage	\$9,415	\$9,415	\$6,902	\$6,902	\$32,754
<b>B. Contractual</b>					
Substance Abuse Treatment	\$179,487	\$179,487	\$181,887	\$182,087	\$722,948
<b>C. Other</b>					
Seminars/Certifications	\$7,000	\$7,000	\$7,000	\$7,000	\$28,000
Total Direct Charges	\$195,902	\$195,902	\$195,849	\$196,049	\$783,702
Total Indirect Charges	\$3,918	\$3,918	\$3,917	\$3,921	\$15,674
<b>Total</b>	<b>\$199,820</b>	<b>\$199,820</b>	<b>\$199,766</b>	<b>\$199,970</b>	<b>\$799,376</b>

Category	Amount
Personnel	\$0
Operating costs	\$783,702
Capital equipment	\$0
Indirect costs	\$15,674
<b>Total</b>	<b>\$799,376</b>

# Juvenile Court Dpt#45

## IV. Indirect Cost Rates

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on September 30, 2008

Dpt #	Department Name	Calculated Rate
01	County Judge	182.78%
02	Commissioner - Precinct 1	50.99%
03	Commissioner - Precinct 2	34.38%
04	Commissioner - Precinct 3	38.25%
05	Commissioner - Precinct 4	34.37%
08	Tax Assessor-Collector	66.31%
13	Exposition Center	0.00%
16	Veterans Service Office	71.15%
18	Agricultural Extension Service	49.72%
19	County Attorney	43.00%
20	County Clerk	44.95%
21	District Clerk	47.92%
22	Civil Courts	36.99%
23	District Attorney	21.44%
24	Criminal Courts	49.34%
25	Probate Court	26.85%
26	Justice of Peace - Precinct 1	40.43%
27	Justice of Peace - Precinct 2	25.27%
28	Justice of Peace - Precinct 3	29.20%
29	Justice of Peace - Precinct 4	33.43%
30	Justice of Peace - Precinct 5	42.81%
31	Constable - Precinct 1	27.97%
32	Constable - Precinct 2	29.04%
33	Constable - Precinct 3	25.56%
34	Constable - Precinct 4	24.55%
35	Constable - Precinct 5	30.67%
37	Sheriff	19.06%
38	Medical Examiner	51.74%
39	Community Supervision & Corrections	17.93%
40	Counseling and Education Services	25.07%
42	Pretrial Services	36.66%
43	Juvenile Public Defender	30.34%
45	Juvenile Court	22.87%
47	Emergency Services	119.20%
49	Transportation and Natural Resources	44.43%
54	Civil Service Commission	24.09%
55	Criminal Justice Planning	25.62%
58	Health and Human Services	44.77%
	Composite Travis County Rate	29.56%

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION H- BIOGRAPHICAL SKETCHES AND JOB DESCRIPTIONS**

**Gail Penney-Chapmond** is the Project Director and the Director of Assessment Services Division of the Travis County Juvenile Probation Department. Ms. Penney-Chapmond manages a budget of over \$2 million and supervises a division of 28 staff, specialized programs and contracts. Ms. Penney Chapmond earned a Masters in Social Work, Social Planning and Administration, from the University of Denver in 1982. She has over 35 years of experience working with adolescents and families at risk, developing and managing programs. Ms. Penney-Chapmond was director of several juvenile residential programs, worked in community mental health and a Psychiatric Unit, worked at the Texas Youth Commission as a Quality Assurance Specialist and was Director of Probation Services. She is active participant in several community collaborations to promote the mental health of Travis County children and youth. These collaborations include the Child and Youth Mental Health Planning Partnership, the Community Partners for Children and a sub committee on the Mayors Mental Health Task Force.

**Kathy Smith** is the Juvenile Treatment Drug Court Coordinator. She has been involved in aspects of the implementation and operation of the JTDC. Mrs. Smith earned her Bachelor of Science in Criminal Justice in 1992 and her Masters of Science in Criminal Justice in 1998 from Southwest Texas State University in San Marcos, Texas. Mrs. Smith has over 17 years of experience in the Criminal Justice and Substance Abuse field. Mrs. Smith has been involved in the implementation of the Travis County Adult Drug Diversion Court. She has been the facilitator for human services and criminal justice conferences. This includes presentations at the Texas Association of Drug Court Professionals Conference, National Association of Drug Court Professionals Conference, Texas Drug Court Conference, Embracing the Family Conference, UMCA of Greater Houston for the Texas in Government Program, Texas Juvenile Probation Commission Joint Criminal Justice and Mental Health Conference, and the Travis County Juvenile Law Seminar, and Juvenile Justice Association of Texas. Mrs. Smith is also an Adjunct Professor, in the Criminal Justice Department, at Huston- Tillotson University in Austin, Texas. Mrs. Smith is a member of the following community organizations: National Association of Drug Court Professionals (NADCP), Board of Director for the Texas Association of Drug Court Professionals, Board of Directors for Travis County Credit Union, Ready by 21 Coalition and Steering Committee, and Austin Independent School District Safe and Drug Free Schools.

**Susie Ruiz** currently serves as the Social Services Coordinator with the Drug Court. She has served in a variety of capacities with the Department. She has provided clinician supervision to the Travis County Juvenile Probation Department's secured component of the Residential and Detention Services and day treatment program. She has over 30 years of experience working with families and youth in high risk environmental situations. Mrs. Ruiz has participated in two National research projects and has been recognized for her supervision of independent case management with high-risk populations. In addition, she has served as a Director of Adolescent Services for substance abuse residential, day and outpatient treatment. Her experience has led to be her being selected to be a SAMHSA peer grant reviewer for several grant applications and to participate in a National Research Evidence Based Conference for Mrs. Ruiz, earned her Bachelors from Southwest Texas State University, a Masters in Social Work from the University of Houston and a Doctorate of Jurisprudence from Texas Southern University. She is a Licensed Master Social Worker in the State of Texas and has certifications as Field Instructor for the

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

University of Texas, a Certified Forensic Counselor and certifications in Domestic Relations Mediations.

**Lisa Eichelberger** is a Planning Manager with the Administration Services Division for Travis County Juvenile Probation Department. Her principal responsibilities include managing the evaluation of programs and services, producing statistical and operational reports, developing business and technical plans, and educating staff on data management, usage, and quality assurance. She has been in the field of juvenile justice for fifteen years performing tasks related to research, data collection, database development and management, technical consulting, training, and policy development. She holds an Associate degree in social work and is currently finalizing a bachelor's degree in Computer System Management at St Edwards University.

**Travis County Human Resources Management Department  
Job Description**

**Job Title: Social Services Program  
Coordinator**

**Job Code: 15564**

**Pay Grade: 15**

**Effective Date: 7/01/03**

**SUMMARY OF FUNCTION:**

Coordinates all phases of activities and functions associated with a social services program or programs. Performs consultative, technical and administrative work in the planning, development, coordination, implementation and monitoring of a program. Ensures that program goals and objectives are accomplished in accordance with established priorities. Analyzes program issues, completes policy and program analysis, conducts program research and presents program-related training and education. Typically supervises additional program staff.

**DISTINGUISHING CHARACTERISTICS:**

This classification is in a series of social services classes. This class is responsible for coordinating, participating in and monitoring the activities and functions of a social services program or programs. This class is distinguished from a Social Services Manager which has responsibility for an entire work unit. The Social Services Program Coordinator typically coordinates larger and more complex programs than a specialist, senior or lead staff position. This classification may require a flexible work schedule in order to meet the needs of the department.

**EXAMPLES OF WORK PERFORMED:**

	<b>Essential (E) or Non- Essential (N)</b>
• Coordinates, supervises, trains, monitors and evaluates program activities and staff.	E
• Plans, develops and recommends new or revised programs and goals and objectives.	E
• Develops and schedules program work plans, oversees daily operations and coordinates program activities.	E
• Determines, or assists in determining program priorities.	E
• Evaluates program effectiveness to develop improved methods. Devises evaluation methodology and coordinates implementation. Analyzes results and recommends or takes appropriate action.	E
• Monitors and approves program expenditures within established budget. May prepare or assist in preparing proposals for funding or funding continuation.	E
• Serves as technical consultant for program and related policy and provides technical and problem solving assistance on program services. Participates in providing program services to clients.	E
• Analyzes and reviews analyses of program and program policy issues.	E
• Prepares periodic reports, financial analyses and statistical reports on program activities and program progress.	E
• Serves as liaison with, and resource for community outreach and advocacy groups, service providers and others. Coordinates, improves and stimulates interest in the program and recruits program participants.	E
• Plans, develops and conducts program-related educational sessions and training. Speaks to community and other groups.	E
• Performs other job-related duties as assigned.	N

**QUALIFICATION REQUIREMENTS:**

**Education and experience equivalent to:**

Bachelor's degree in social or behavioral science or field related to program area AND five (5) years experience in social services or field related to program area including experience coordinating a program.

**License:**

Possession of a valid Texas Driver's License may be required.

Licensed Chemical Dependency Counselor (LCDC) OR Qualified Credentialed Counselor (QCC) may be required.

Licensed Social Worker (LSW) OR Licensed Master Social Worker (LMSW) may be required.

7/01/03

Travis County Human Resources Management Department  
Job Description DRAFT

Job Title: Office Specialist

Job Code: 10795

Pay Grade: 10

Effective Date: 09/16/06

**SUMMARY OF FUNCTION:**

Under moderate supervision, performs moderately complex clerical and administrative support tasks involving some independent judgment. Applying functional and specialized knowledge, performs a variety of administrative, technical or analytical work of a specialized nature in furtherance of department mission. Performs research and analysis. Performs general office functions. Provides direction and information to the public on department and County procedures, regulations and policies. Maintains effective document, file, and record retrieval systems.

**DISTINGUISHING CHARACTERISTICS:**

This is the second in a series of three general clerical classifications. It is distinguished from the Office Assistant in that work requires specialized functional knowledge with independent decision-making within established limits. It is distinguished from the Office Specialist Senior in that incumbents typically have less experience, specialized knowledge and responsibility.

**EXAMPLES OF WORK PERFORMED:**

- Applies functional knowledge to analyze and respond to matters requiring basic knowledge of department policies and procedures. Performs research and analysis in furtherance of program and department goals. Gathers information and statistical data. Creates databases and generates reports using spreadsheets, databases and word processing and presentation software.
- Performs general office functions. Writes and prepares correspondence. Performs and conducts research and interpretation of data. Proofs documents and performs quality control reviews. Opens and distributes incoming mail, prepares mail outs and maintains mailing lists. Maintains office schedules and appointments. Makes copies, does filing and sends faxes. Performs data entry on a regular basis. Schedules meetings, conferences and facilities. May assist with department personnel functions. Performs general office activities such as ensuring facility availability, opens and closes doors, assists in administrative staff support; participates in complex/technical administrative projects with staff as directed. Assists with specialized or difficult work activities of subordinates or other staff members. Responds to technical administrative questions and ensures necessary follow -up.
- Provides direction and information to the public on department and County procedures, regulations and policies. Records transactions and maintains manual and computerized journal entries. Processes financial reports including receipts, claims, and disbursements. Receives, posts and issues receipts for fee payments or other charges and submits monies and pertinent information to appropriate departments.
- Maintains effective document, file, and record retrieval systems. Maintains accountability for paper and electronic files. Creates, compiles, retrieves and disseminates information using computer and paper files. May be responsible for record storage. May maintain records and files for microfilming. May be responsible for scanning documents and managing indexed files.
- May translate for Spanish speaking clients; serves as a notary public; orders and purchases office supplies.
- Performs other job-related duties as assigned.

**QUALIFICATION REQUIREMENTS:**

**Education and experience equivalent to:**

High School diploma or G.E.D. AND three (3) years of responsible office/clerical experience including the operation of modern office procedures, methods, and computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

**Preferred:**

Proficient at speaking English, Spanish and/or sign language.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Knowledge of:**

- Modern office/clerical practices, procedures, and methods.
- Computer software including word processing, spreadsheets, databases and a variety of other software packages.
- Business English, spelling, basic arithmetic, business letter writing, grammar, punctuation, and report preparation.
- Customer service etiquette.

## **SECTION I: Confidentiality and SAMSHA Participant Protection/Human Subjects**

**Confidentiality and participate protection** is assured through the utilization of the Consent to Release Information Form as required by 42 CFR Part 2 to include USC 290dd-2.

### **Protect Clients and Staff from Potential Risks**

**Travis County Juvenile Probation Department protects clients and staff from potential risks.** A potential risk is that for some youth, answering questions about their substance abuse and social functioning may cause distress if their functioning falls short of their own standards. Along with this risk comes the potential benefit that youth may benefit from the cathartic effects associated with telling their story to an attentive listener. Because no serious risks are inherent in this data collection project, the potential social benefits from increased knowledge about interventions with substance abusing juvenile offenders clearly outweigh the risks.

The **protection of clients and staff** is adequate as it relates to foreseeable physical, medical, psychological, social, legal, or other risks or adverse affects. The Department has measures in place to ensure that clients are protected. The Department currently complies with 42 CFR Part 2 guidelines as it relates to confidentiality of Alcohol and Drug Abuse Patient Records. The Department has developed a consent form for the release of confidential information for clients being screened or referred to any program in the Juvenile Justice Integrated Network. The consent form lists all the information that can be disclosed and shared among the Network agencies that are listed in Section one of the consent form. The consent form also informs the client the purpose and the need of the disclosure with the reference to 42 CFR Part 2. The consent form is attached for review in **Appendix 3**.

The Travis County Juvenile Probation Department policies and procedures specifically address Juvenile Research Issues, Confidentiality of files and release of information, and Management and Supervisory Responsibilities. This is a form of protection for staff and clients that will be also followed in conjunction with the consent form to minimize or protect participants against potential risks, including risk to confidentiality.

The Juvenile Probation Officers are required to have mandatory training each year to protect themselves from potential risks. The following is a list of the training that is relevant for adverse affects: CPR and Standard First Aid, Cultural Diversity, Handle with Care Physical Restraints/ Self Defense, Multiple Topic Training, and Officers Safety. Ongoing training in all of these areas will protect the officers and other clients in the program.

### **Fair Selection of Participants**

The Department has a **fair selection of participants** based on the criteria of the program. Further, the JTDC currently serves post-adjudicated youth and their families with misdemeanor or felony charges. The target population is juvenile offenders with non-violent or drug related offenses. Some misdemeanor assault cases, such as fighting at school, will also be accepted. The following is the eligibility criteria for the program:

- Youth between 13.6 to 17 years old.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

- No prior adjudication or pending charge for felony violence, weapons or guns.
- The level of treatment must be Intensive Outpatient or Day Treatment
- Drug use must be driving the misconduct.
- Reasons for exclusion include having been adjudicated for a felony sex crime, severe mental or emotional problems, major gang affiliations or lacking motivation for behavioral change. These offenders require other specialized intervention between the court and service system.
- The JTDC will not accept first time offenders unless they are eligible for the Texas Youth Commission (Felony Charge). The first time offenders need the opportunity to receive services in the community first.

**Absence of Coercion**

Participation in the JTDC is not voluntary. Each participant is court ordered to participate in the program.

The participants in the program are awarded incentives for complying with the conditions of probation as well as rules of the program. This site would like to be able to provide incentives such as gift cards that do not exceed the amount of \$20.00 to participants to meet necessary programmatic and performance assessment goals of the grant.

**Data Collection:**

Information will be collected from participants, staff and client interviews, case record reviews, staff and client/family focus groups. The information collected will be utilized to constantly assess the project implementation and level of performance in order to institute modifications necessary to assure the highest level of quality care.

**The types of specimen that will be used are urine.** The JTDC JPO, treatment providers, TCJPD nursing staff, administers Redwood Redicup with six panel urine drug screens to the participants in the program. The types of drugs that are screened are marijuana, cocaine, benzodiazepine, opiates, methamphetamine or phencyclidine (pcp). **The material will be used for evaluation and assessment purposes.** The process for testing includes instructing the youth to wash hand before specimen collection; and ensuring that same sex staff will observe the juvenile by entering the restroom stall or by standing next to the urinal during collection. **TCJPD has a policy and procedure on how to administer urinalysis to the participants to ensure safety of participants.**

**Data Collection instruments and interview protocols are found in Appendix 2.**

The Travis County Juvenile Probation Department's Research Unit will follow standard procedures including dedicated, password entry computer for Program data entry and analysis. Data quality will be addressed via random sampling of 20% of cases for visual review to detect data entry errors and response errors. Errors will be corrected, and if more than 10% of the samples cases reflect errors, the data collection and data entry protocol will be reviewed and modified accordingly.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The Research unit also provides reports on Department activity pertinent to state and federal regulations. The Research Unit manages data stored in the caseworker system, Microsoft Access databases and obtains information through queries and running reports. Mrs. Eichelberger, will collect data, set up databases, to track information, analyze data, and prepare preliminary evaluation reports of this program that are consistent with the goals of the GPRA and be responsible for the final evaluation report.

Data will be collected at several points beginning with the Intake process. In addition to the general intake information that is recorded every referral to TCJPD, information from the Substance Abuse Survey (SUS) –IA2, the MAYSI-2 Questionnaire<sup>3</sup> and the CASI 4 (Comprehensive Adolescent Severity Inventory, Version 1) and GAIN will also be entered and tracked.

The evaluator will routinely analyze data entered and will run queries that will produce reports on the information required to meet the requirements of the Government Performance and Results Act (GPRA).

**BUDGET DETAIL WORKSHEET**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<i>The Social Services Coordinator will be administering assessments on participants in the Juvenile Treatment Drug Court and the Day Enrichment program, monitoring and conducting groups and individual counseling sessions. The Office Specialist will be entering data from the GPRA tool and performance measures of the drug court and assisting in the day to day operations of the Juvenile Treatment Drug Court and the Day Enrichment Program. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i>		
<b>Total</b>		<b>\$295,491</b>

<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<i>A 10% increase for hospitalization in year three to meet with County standards. Include in the benefits rate is the total FICA, hospitalization, retirement, workers comp, life insurance, and Medicare costs established for staff by the County.</i>		
<b>Total</b>		<b>\$112,555</b>

<b>Total Personnel and Fringe Benefits</b>	<b>\$408,046</b>
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<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		

	<b>Total</b>	<b>\$8,333</b>
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<b>A. Personnel -Travis County match with staff</b>		
Name/Position	Computation	Cost
Case Work Manager	2482.64 x 24 (pay periods) (100% devoted to grant) (Year 1) x .4287 match rate	25,543.41
Case Work Manager	2556.30 x 24 (pay periods) (100% devoted to grant) (Year 2) x .4287 match rate	26,301.26
Case Work Manager	2634.66 x 24 (pay periods) (100% devoted to grant) (Year 3) x .4287 match rate	27,107.50
Case Work Manager	2714.64 x 24 (pay periods) (100% devoted to grant) (Year 4)*.4287 match rate	27,930.39
<p><i>The Casework Manager oversees the Juvenile Drug Treatment Program. The Casework Manager is responsible for monitoring the operation of the court, coordinating all of the court activity, supervising drug court staff, participating in the drug court staffing meetings and weekly court reviews, overseeing contracts with service providers, maintaining data on the drug court operations, communicating with legal staff, government officials and social service agencies in the Juvenile Justice Integrated Network. A 3% cost of living/performance-based increase has been calculated for year two through four. The match rate of .4287 is the percentage of the managers' total salary to meet the grant match requirements.</i></p>		
<b>Total</b>		<b>\$106,882</b>

<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Case Work Manager	78,949.44 x 24.53% benefit rate = 19,366.02 (Year 1) x .4287 match rate	8,302.21
Case Work Manager	81,062.08 x 24.32% benefit rate = 19,714.30 (Year 2) x .4287 match rate	8,451.52
Case Work Manager	84,064.78 x 24.79% benefit rate = 20,839.66 (Year 3) x .4287 match rate	8,933.96
Case Work Manager	86,404.60 x 24.56% benefit rate = 21,220.97 (Year 4) x .4287 match rate	9,097.43
<p><i>A 10% increase for hospitalization in year three to meet with County standards. Include in the benefits rate is the total FICA, hospitalization, retirement, workers comp, life insurance, and Medicare costs established for staff by the County. The match rate of .4287 is the percentage of the managers' total benefits to meet the grant match requirements.</i></p>		
<b>Total</b>		<b>\$34,785</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$141,667</b>

154

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>Total Federal Project Costs</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>
<b>Total Project Cost</b>	<b>\$556,646</b>

156

**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**OJJDP Drug Court**

OBJECT CLASS CATEGORIES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Social Services program coordinator	\$58,573	\$60,373	\$62,224	\$0	
Office Secretary	\$27,253	\$28,122	\$29,014	\$29,932	
	<u>\$85,826</u>	<u>\$88,494</u>	<u>\$91,238</u>	<u>\$29,932</u>	<u>\$295,491</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Social Services program coordinator	\$19,167	\$19,521	\$20,641	\$0	
Office Secretary	\$12,683	\$12,844	\$13,764	\$13,934	
	<u>\$31,850</u>	<u>\$32,365</u>	<u>\$34,405</u>	<u>\$13,934</u>	<u>\$112,555</u>
<b>Total Personnel</b>	<u><b>\$117,676</b></u>	<u><b>\$120,860</b></u>	<u><b>\$125,644</b></u>	<u><b>\$43,867</b></u>	<u><b>\$408,046</b></u>
<b>C. Supplies</b>					
Office Supplies	\$275	\$275	\$275	\$275	
Incentive Vouchers	\$1,500	\$1,500	\$1,500	\$1,500	
Bus Passes	\$375	\$375	\$375	\$375	
	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$8,600</u>
<b>Total Direct Charges</b>	<u>\$119,826</u>	<u>\$123,010</u>	<u>\$127,794</u>	<u>\$46,017</u>	<u>\$416,646</u>
<b>Total Indirect Charges</b>	<u>\$2,397</u>	<u>\$2,460</u>	<u>\$2,556</u>	<u>\$920</u>	<u>\$8,333</u>
<b>Federal grant dollars</b>	<u>\$122,222</u>	<u>\$125,470</u>	<u>\$130,350</u>	<u>\$46,937</u>	<u>\$424,979</u>

**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**OJJDP Drug Court**

OBJECT CLASS CATEGORIES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
Applicant Matched Dollars	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Case Work Manager	\$25,543	\$26,301	\$27,107	\$27,930	
	<u>\$25,543</u>	<u>\$26,301</u>	<u>\$27,107</u>	<u>\$27,930</u>	<u>\$106,882</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Case Work Manager	\$8,302	\$8,452	\$8,934	\$9,097	
	<u>\$8,302</u>	<u>\$8,452</u>	<u>\$8,934</u>	<u>\$9,097</u>	<u>\$34,785</u>
<b>Total Match</b>	<u>\$33,846</u>	<u>\$34,753</u>	<u>\$36,041</u>	<u>\$37,028</u>	<u>\$141,667</u>
<b>Total Grant Application</b>	<u>\$156,068</u>	<u>\$160,222</u>	<u>\$166,391</u>	<u>\$83,965</u>	<u>\$566,646</u>

Categories	
Personnel	\$408,046
Operating costs	\$8,600
Capital Equipment	\$0
indirect costs	\$8,333
Match	<u>\$141,667</u>
<b>Total funds</b>	<u>\$566,646</u>

conditions page(s);

4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Gwen Williams at (202) 616-1611. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at [gms.helpdesk@usdoj.gov](mailto:gms.helpdesk@usdoj.gov).

Web link to GMS: <http://ojprdcweb201>

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions: [http://www.ojp.usdoj.gov/funding/pdfs/fsr\\_user\\_manual.pdf](http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf)

Post Award Instructions: [http://www.ojp.usdoj.gov/funding/pdfs/post\\_award\\_instructions.pdf](http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf)

OJP Financial Guide: <http://www.ojp.usdoj.gov/financialguide/>

Please do not reply to this message. You can contact your program manager Gwen Williams at (202) 616-1611.

159



Office of the Chief Financial Officer  
Grant Award and Financial Management Information

## Postaward Instructions

June 2010

160

## Postaward Instructions

The following is provided as a tool for the financial administration of awards from the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). Forms and other documents illustrating each step are attached.

- **Step 1. Complete Financial Point of Contact Registration** *Need (pending notice 6/11/10)*  
 Notification of award approval is made by e-mail through the OJP Grants Management System (GMS). Once an award has been approved, a notice is sent to the e-mail address of the individual who filed the application, as well as to the authorized grantee official. Before any action can be made on an award, registration must be completed in GMS for at least one Financial Point of Contact (FPOC). Grantees can access GMS at <https://grants.ojp.usdoj.gov> and may use the GMS User Guide, [http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf), for instructions on establishing an FPOC. OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) and OVW grantees may contact OVW GMS Support at 1-866-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) for further assistance.

Once the FPOC registration is completed, grantees may then access the award.

- **Step 2. Review the Award and Special Conditions**  
**If you agree** with the terms and conditions, the award should be printed, reviewed, and signed by the authorized recipient official. The authorized recipient official should also initial each page of special conditions and submit both the signed agreement and initialed special condition pages to the OJP Control Desk or OVW using one of the following methods:

Agency:	OJP	OVW
<b>Fax:</b>	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
<b>E-mail:</b>	<a href="mailto:acceptance@usdoj.gov">acceptance@usdoj.gov</a>	<a href="mailto:OVW.Acceptance@usdoj.gov">OVW.Acceptance@usdoj.gov</a>

The FPOC registration must be completed before the acceptance can be processed. Notify your Program Office when special conditions have been met.

If the authorized recipient official has changed, do not alter the preprinted name in box 18 of the Agreement. A grant adjustment notice (GAN) will have to be initiated in GMS to notify the Program Office of this change. Grantees have the capability to initiate a GAN by logging into GMS at <https://grants.ojp.usdoj.gov> and selecting the GAN tab. For

June 2010

*10/1*

assistance accessing GMS or initiating the GAN, OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). OVW grantees may contact OVW GMS Support at 1866-655-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov).

Once the GAN is approved by the Program Office, the award should be signed by the new authorized recipient official. The authorized recipient official should also initial each page of special conditions and return the approved GAN, signed agreement and initialed special condition pages back to the OJP Control Desk or OVW using one of the following methods:

<b>Agency:</b>	<b>OJP</b>	<b>OVW</b>
<b>Fax:</b>	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
<b>E-mail:</b>	<a href="mailto:acceptance@usdoj.gov">acceptance@usdoj.gov</a>	<a href="mailto:OVW.Acceptance@usdoj.gov">OVW.Acceptance@usdoj.gov</a>

The FPOC registration must be completed before the acceptance can be processed. Notify your Program Office when special conditions have been met.

**Note:** The original signed documents should be maintained by the grantee for presentation in the event of an audit.

Acceptance documents for Community Oriented Policing Services (COPS) and U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) grants should not be sent to OJP or OVW. Please contact COPS at 1-800-421-6770 or DHS/FEMA at 1-866-927-5646 for instructions on the return of their Award documents.

**If you do not agree** with the terms and conditions of the award as written, contact your Program Office (see the last page of the award entitled “Project Summary” for contact information).

Award acceptance is due within 45 days from the award date. Notify your Program Office if your organization is unable to accept the award within this time. Failure to respond to the award may result in deobligation of funds.

- **Step 3. Read the Guidelines**  
Read and become familiar with the OJP *Financial Guide* and related material. The *Financial Guide* is available online at <http://www.ojp.usdoj.gov/financialguide/index.htm>.

162

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- **Step 4. Complete and Return the Automated Clearing House Form**

The Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form, located at [http://www.ojp.usdoj.gov/funding/forms/ach\\_vendor.pdf](http://www.ojp.usdoj.gov/funding/forms/ach_vendor.pdf), is used to arrange direct deposit of funds by your organization into a designated checking or savings bank account. ACH deposits are not wire transfers. An ACH form is required for:

- New grantees who have never submitted an ACH form for an OJP or OVW grant.
- Changes to banking information (for example, depositor account or bank routing number or banking institution).
- New grants that are linked to a vendor number for which there is no banking information on file.

Unless banking information has changed, grantees should not submit a new ACH form for a new grant if the grant falls under a vendor number for which there is already banking information on file.

**Note:** If submitting a new or updated ACH form, please contact the OCFO Customer Service Center at 1-800-458-0786 (choose option 2) to confirm banking information has been updated before proceeding with payment requests.

- **Step 5. Access Payment Using the Grant Payment Request System**

OJP and OVW use the Grant Payment Request System (GPRS) to fulfill payment requests. OJP and OVW grantees must be registered as an FPOC in GMS at <https://grants.ojp.usdoj.gov> before they can register as a drawdown specialist in GPRS.

A COPS grantee may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the option to register. Please note that users must be registered in the COPS Management System (CMS) before they can register as a drawdown specialist in GPRS.

- **Step 6. Fulfill Reporting Requirements**

Reporting requirements must be met during the life of the grant. OJP payment systems will deny requests for funds if reporting requirements are not met on a timely basis.

- **Step 7. Initiate Closeout**

Within 90 days after the end date of the grant, grantees must initiate closeout of the grant in GMS. Grantees should:

June 2010

- Submit a Final Progress Report
- Submit a Final Federal Financial Report
- Perform a financial reconciliation. If your reported unobligated balance of Federal funds is more than your draw downs, draw down the difference. If your reported unobligated balance of Federal funds is less than your draw downs, submit a check for the difference to OJP to:

DOJ/Office of Justice Programs  
Office of the Chief Financial Officer  
ATTN: Accounting Control Branch  
810 Seventh Street, NW., Fifth Floor  
Washington, DC 20531

OJP and OVW staff will review closeouts in GMS and contact grantees as necessary.

- **Step 8. Review Top 10 Frequently Asked Questions**

A reference sheet is provided containing frequently asked questions and answers.

For information on any financial aspect of OJP awards, contact the OCFO Customer Service Center at **1-800-458-0786** (choose option 2) or [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). The Customer Service Center staff is available Monday through Friday, from 8:30 a.m. to 6 p.m., eastern standard time (EST) to assist you.

For information on any financial aspect of OVW awards, contact the OVW Grants Financial Management Division at **1-866-655-4482** or [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov). The Grants Financial Management Division staff is available Monday through Friday, from 8 a.m. to 4 p.m., EST, to assist you.

164

**Office of the Chief Financial Officer  
Postaward Instructions**

**STEP 1 – Complete Financial Point of Contact Registration**

Awards are processed through the OJP Grants Management System (GMS). Grantees are notified by e-mail through GMS when awards are released. Paper copies of awards are not mailed to award recipients. When you receive an e-mail notification announcing award of a grant, go to GMS to assign a Financial Point of Contact (FPOC). You will not be able to access the award until registration for at least one FPOC is complete.

You may access GMS at:

<https://grants.ojp.usdoj.gov>

You can find instructions on assigning, registering, and approving an FPOC at:

**[http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf)**

OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or [GMS.HelpDesk@usdoj](mailto:GMS.HelpDesk@usdoj) and OVW grantees may contact OVW GMS Support at 1-866-655-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov).

June 2010

165

## Office of the Chief Financial Officer Postaward Instructions

### STEP 2 - Review Award and Special Conditions

Once a Financial Point of Contact (FPOC) completes registration (see step 1), you will be able to view and print the award online.

Following are sample pages from GMS of the award and special conditions pages that award recipients will need to print, sign, and return to OJP or OVW to accept the award.

**If you agree** with the terms and conditions, print the award. The authorized recipient official must sign and date the agreement and initial the special conditions and submit both the signed agreement and initialed special condition pages to the OJP Control Desk or OVW using one of the following methods:

Agency:	OJP	OVW
<b>Fax:</b>	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
<b>E-mail:</b>	<a href="mailto:acceptance@usdoj.gov">acceptance@usdoj.gov</a>	<a href="mailto:OVW.Acceptance@usdoj.gov">OVW.Acceptance@usdoj.gov</a>

The Grant Point of Contact must approve an FPOC before an accepted award can be entered in the system.

If the authorized recipient official has changed, do not alter the preprinted name in box 18 of the Award. A grant adjustment notice (GAN) will have to be initiated in GMS to notify the Program Office of this change. Grantees have the capability to initiate a GAN by logging into GMS at <https://grants.ojp.usdoj.gov> and selecting the GAN tab. For assistance accessing GMS or initiating the GAN, OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or via e-mail at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). OVW grantees may contact OVW GMS Support at 1-866-655-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov). Once the GAN is approved by the Program Office, the agreement should be signed by the new authorized recipient official. The authorized recipient official should also initial each page of special conditions and return the

approved GAN, signed agreement and initialed special condition pages back to the OJP Control Desk or OVW using one of the following methods:

<b>Agency:</b>	<b>OJP</b>	<b>OVW</b>
<b>Fax:</b>	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
<b>E-mail:</b>	<a href="mailto:acceptance@usdoj.gov">acceptance@usdoj.gov</a>	<a href="mailto:OVW.Acceptance@usdoj.gov">OVW.Acceptance@usdoj.gov</a>

Notify your Program Office when special conditions have been met.

**Note:** The original signed documents should be maintained by the grantee for presentation in the event of an audit.

Acceptance documents for Community Oriented Policing Services (COPS) and U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) grants should not be sent to OJP or OVW. Please contact COPS at 1-800-421-6770 or DHS at 1-866-927-5646 for instructions on the return of their award documents.

**If you do not agree** with the terms and conditions, contact the awarding Program Office as noted in the award package to decline, withdraw, or request modification.

**You have 45 days from the award date to accept the award. Notify your Program Office if your organization is unable to accept the award within this time. Failure to accept within 45 days may result in deobligation of funds.**

June 2010

 Department of Justice Office of Justice Programs <OJP Program Office>		Grant		PAGE 1 OF 2	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) <Grantee County> <Grantee Address> <City, State, Zip>		4. AWARD NUMBER: 2005-XX-XX-1234			
		5. PROJECT PERIOD: FROM      mm/dd/yyyy TO      mm/dd/yyyy BUDGET PERIOD: FROM      mm/dd/yyyy TO      mm/dd/yyyy			
1.A. GRANTEE IRS/VENDOR NO. xxxxxxxx		6. AWARD DATE      mm/dd/yyyy		7. ACTION Initial	
		8. SUPPLEMENT NUMBER			
		9. PREVIOUS AWARD AMOUNT		\$ 0	
3. PROJECT TITLE <Project Title>		10. AMOUNT OF THIS AWARD		\$ xxxx	
		11. TOTAL AWARD		\$ xxxx	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).					
13. STATUTORY AUTHORITY FOR		<h1>Sample</h1>			
15. METHOD OF PAYMENT PAPRS					
AGENCY APPROVAL			GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  Assistant Attorney General			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Chief Administrative Officer		
17. SIGNATURE OF APPROVING OFFICIAL			19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE
AGENCY USE ONLY					
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT x B xx 00 00 00 xxxx			21. VT05U00005		

OJP FORM 4000-2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000-2 (REV. 4-88)

*168*

 <p>Department of Justice Office of Justice Programs &lt;OJP Program Office&gt;</p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p>Grant</p>	<p>PAGE 2 OF 2</p>	
PROJECT NUMBER	2005-__-__-__	AWARD DATE	mm/dd/yyyy
<p><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> <li>1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.</li> <li>2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.</li> <li>3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.</li> <li>4. Recipient understands that any change in the terms of the award, including but not limited to the addition, deletion, or modification of the award, without the express prior written approval of the Office of Justice Programs, may result in the award being considered a new award and may be subject to review by OJP. Recipient understands that any award not approved by OJP is subject to cancellation and may be subject to audit.</li> <li>5. The recipient further certifies that the award is for the purpose of the award and is not for the personal or private inurement of any individual or the category of persons to which the award is made.</li> <li>6. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.</li> <li>7. The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition.</li> <li>8. Recipient may not obligate, expend or drawdown funds until the Office of Justice Programs (OJP) has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.</li> <li>9. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.</li> </ol>			

Sample

169

**Office of the Chief Financial Officer  
Postaward Instructions**

**STEP 3 - Read the Guidelines**

There are Office of Management and Budget (OMB) Circulars and Common Rules and other important information you will need to know for the administration of your award. The most up-to-date versions of these documents are available through the Internet, as noted:

For OMB Circulars, go to  
<http://www.whitehouse.gov/omb/grants/index.html>

For the Code of Federal Regulations, go to  
<http://www.gpoaccess.gov/cfr/index.html>

For the current OJP *Financial Guide*, go to  
<http://www.ojp.usdoj.gov/financialguide/index.htm>

OJP grantees with questions concerning the content of the *Financial Guide* may contact:

**Office of Justice Programs  
Office of the Chief Financial Officer  
Customer Service Center  
1-800-458-0786 (choose option 2)  
or  
[ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov)**

OVW grantees with questions concerning the content of the *Financial Guide* may contact:

**Office of Violence Against Women  
Grants Financial Management Division  
1-866-655-4482  
or  
[ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov)**

170

## OMB Circulars and Common Rules For Grant Management

**Administrative requirements for all Federal award recipients are contained in governmentwide common rules.**

OMB Circular A-110                      “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” (codified at 28 CFR Part 70).  
<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

“Governmentwide Debarment and Suspension (Nonprocurement), and Requirements for Drug-Free Workplace (Grants); Rules (Final and Interim Final),” (codified at 28 CFR Part 67).  
<http://www.whitehouse.gov/omb/fedreg/2004/031126.pdf>

“New Restrictions on Lobbying,” (codified at 28 CFR Part 69).

Additionally, if you are a:	You are subject to the following rules:
College or University	<b>OMB Circular A-21:</b> “Cost Principles for Educational Institutions,” (codified at 28 CFR Part 66, by reference). <a href="http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html">http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html</a>
State, Local, Indian Tribal, and U.S. Territory Government	<b>OMB Circular A-87:</b> “Cost Principles for State, Local, and Indian Tribal Governments,” (codified at 28 CFR Part 66, by reference). <a href="http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html">http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html</a>
Nonprofit Organization	<b>OMB Circular A-122:</b> “Cost Principles for Nonprofit Organizations,” (codified at 28 CFR Part 66, by reference). <a href="http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html">http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html</a>
For-Profit Organization	<b>48 CFR 31.2:</b> “Contracts With Commercial Organizations”
Hospital	<b>45 CFR 74, Appendix E:</b> “Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals”

**Common Rules are contained in:**

OMB Circular A-102                      “Grants and Cooperative Agreements with State and Local Governments,” (codified at CFR Part 66).  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

**Audit Requirements:**

OMB Circular A-133                      “Audits of States, Local Governments, and Nonprofit Institutions,” (codified at CFR Part 66 and Part 70).  
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

**Office of the Chief Financial Officer  
Postaward Instructions**

**STEP 4 - Complete and Return the ACH Form**

In accordance with the Debt Collection Improvement Act of 1996, payments by OJP, OCFO, are electronically deposited to recipient accounts by the U.S. Department of the Treasury through the Automated Clearing House (ACH) form.

The ACH form (ACH Vendor/Miscellaneous Payment Enrollment Form, SF 3881), located at [http://www.ojp.usdoj.gov/funding/forms/ach\\_vendor.pdf](http://www.ojp.usdoj.gov/funding/forms/ach_vendor.pdf), is used to establish direct deposit with the preferred financial institution used by your organization. An ACH form is required for:

- New grantees who have never submitted an ACH form for an OJP grant.
- Changes to banking information (for example, depositor account or bank routing number or banking institution).
- New grants that are linked to a vendor number for which there is no banking information on file.

Unless banking information has changed, grantees should not submit a new ACH form for a new grant if the grant falls under a vendor number for which there is already banking information on file.

**Note:** If submitting a new or updated ACH form, please contact the OCFO Customer Service Center at 1-800-458-0786 (option 2) to confirm banking information has been updated before proceeding with payment requests.

**If you have accepted** the terms and conditions specified in your award, the attached ACH form must be completed and signed by your preferred financial institution. **Send the ORIGINAL** ACH form (i.e., the ACH form containing the original signature of the bank representative) via courier service (e.g., Federal Express, UPS, etc.) to:

**Office of Justice Programs  
Office of the Chief Financial Officer  
Attn: Control Desk-ACH  
810 Seventh Street, NW., Fifth Floor  
Washington, DC 20001**

**Note:** Submit the original form only. Electronic transmissions or copies of the original form will not be accepted. **The ACH form must be received before draw down or request for funds.**

June 2010

177

## Office of the Chief Financial Officer Postaward Instructions

### STEP 5 - Access Payment Using the Grant Payment Request System (GPRS)

Payments by OJP, Office of the Chief Financial Officer (OCFO), are electronically deposited to the recipient's account by the U.S. Department of the Treasury using banking information provided on the Automated Clearing House (ACH) form. Before attempting to access payment, an ACH form must be submitted. For ACH instructions, see Step 4.

Grantees and vendors can access GPRS at <https://grants.ojp.usdoj.gov/gprs>.

#### **OJP/OVW Registration Process for GPRS**

OJP and OVW grantees must be registered as FPOCs in GMS at <https://grants.ojp.usdoj.gov> before they can register as a drawdown specialist in GPRS.

All grantees with accounts in GPRS will have the role of drawdown specialist. A grantee who is a GMS FPOC may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the option to self-register. After requesting to register, a confirmation e-mail is sent to the grant point of contact (GPOC) and FPOC for the award(s) with notification that the FPOC has been granted access to GPRS as a drawdown specialist. The confirmation e-mail is sent the same day the registration request is made. Once the confirmation e-mail is sent, the drawdown specialist will be granted access to GPRS. Once access is granted, the FPOC will use its GMS FPOC user identification (ID) and password to log into GPRS.

#### **COPS Registration Process for GPRS**

COPS grantees with accounts in GPRS have the role of drawdown specialist. A COPS grantee may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the option to self-register.

**Note:** Registration must be completed in the COPS Management System (CMS) before a user can self-register as a drawdown specialist in GPRS.

After requesting to register, the COPS Response Center will approve the request. After the request is approved, a confirmation e-mail is sent to the FPOC with notification that the

FPOC has been granted access to GPRS as a drawdown specialist. The confirmation e-mail is sent the same day the registration request is made. Once the confirmation e-mail is sent, the drawdown specialist will be granted access to GPRS. Once access is granted, the FPOC will use the user ID entered during the self-registration process and a temporary password (sent in the confirmation e-mail) to log into GPRS.

**Note to COPS users with OJP or OVW grants:** The user ID entered during registration must be unique and is not the same as a GMS User ID. Please contact the COPS Response Center at 1-800-421-6770 for more registration information.

**Note: Important Banking Information**

All funds will be electronically disbursed by the U.S. Department of the Treasury to the grantee's designated financial institution for deposit into its bank account. For this reason, grantees must ensure that they complete and return the *original* ACH banking information form (entitled ACH Vendor/Miscellaneous Payment Enrollment Form), The original ACH form must bear the original signature of the authorized bank official.

Payments are not processed by OJP during the last 4 business days of each month.

For more information about payments or GPRS, contact the OCFO Customer Service Center at 1-800-458-0786 (choose option 2) or e-mail [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

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**Office of the Chief Financial Officer  
Postaward Instructions**

**STEP 6 – Fulfill Reporting Requirements**

Reporting requirements must be met during the life of the grant. A full explanation of these requirements can be found in the OJP *Financial Guide*, which may be accessed at <http://www.ojp.usdoj.gov/financialguide/index.htm>. Also check special conditions on awards for additional reporting requirements. GPRS (see Step 5) will not permit access to funds if financial reporting is delinquent.

The following information concerns:

- Single Audit Reports
- Categorical Progress Reports
- Federal Financial Reports

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## Single Audit Reports

A special condition may be included with your award that details reporting requirements for audit reports. Please review and comply with that special condition. There is no form for submission of audit reports; however, a transmittal letter is needed. Information about the letter and the rules for single audits may be found in the OJP *Financial Guide* under Part III, Postaward Requirements, Chapter 19: Audit Requirements and in OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The submission of audit reports for all grantees shall be as follows:

- **State and Local Governments, Institutions of Higher Education, and Nonprofit Institutions.** Completed audit reports for fiscal years earlier than 2007 should be mailed to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. Completed audit reports for fiscal years 2008 and later should be submitted on the Federal Audit Clearinghouse's Web site at <http://harvester.census.gov/sac>. **Do NOT submit your audit reports to OJP unless specifically requested.**
- **Commercial Organizations and Individuals.** One copy of all audit reports should be mailed to Office of Justice Programs, Office of the Chief Financial Officer, ATTN: Control Desk, 810 Seventh Street NW., Room 5303, Washington, DC 20531.

## Categorical Assistance Progress Reports

Reporting on the progress of the grant program is required. Some grants may require an annual submission of progress report information. Most programs require semiannual reporting. Reporting requirements are specified in the grant solicitation and in the special conditions specified in the award. Progress Reports must be submitted via GMS. OJP grantees may contact the GMS Helpdesk at 1-888-549-9901 (choose option 3) or [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) and OVW grantees may contact OVW GMS Support at 1-866-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) for assistance with submissions. Questions concerning progress reporting should be directed to the Program Manager for the award.

Semiannual reports are due:

**Reporting period:**  
January 1–June 30  
July 1–December 31

**Due no later than:**  
July 30  
January 30

The final Progress Report is due 90 days after the grant end date.

171

## **Quarterly Federal Financial Reports (SF-425)**

This report (also called FFR) is used to track actual expenditures and unliquidated obligations.

OJP and OVW grantees are required to file the SF-425 quarterly via GMS at <https://grants.ojp.usdoj.gov>.

COPS grantees are required to submit quarterly SF-425 reports on the COPS Web site at <http://www.cops.usdoj.gov>. For assistance accessing the system or completing the SF-425, contact the COPS Resource Center at 1-800-421-6670.

The schedule for submitting the SF-425 is as follows:

<b><u>Reporting quarter:</u></b>	<b><u>Due not later than:</u></b>
January 1–March 31	April 30
April 1–June 30	July 30
July 1–September 30	October 30
October 1–December 31	January 30

The final SF-425 is due 90 days after the grant end date.

**Filing the SF-425 online.** OJP and OVW grantees are required to designate and approve at least one FPOC in GMS before they can file the SF-425. An FPOC must be registered and approved by the Grant Point of Contact through GMS at <https://grants.ojp.usdoj.gov>. Instructions on assigning, registering, and approving an FPOC are available at [http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf). OJP grantees may contact the GMS Helpdesk by phone at 1-888-549-9901 (choose option 3) or by e-mail at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) and OVW grantees may contact OVW GMS Support at 1-866-655-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) for help in accessing or using GMS.

**Office of the Chief Financial Officer  
Postaward Instructions**

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**STEP 7 – Initiate Closeout**

Within 90 days after the end date of the grant, grantees must initiate closeout of the grant in GMS.

Grantees should:

- Submit a Final Progress Report
- Submit a Final Federal Financial Report
- Perform a financial reconciliation. If your reported unobligated balance of Federal funds is more than your draw downs, draw down the difference. If your reported unobligated balance of Federal funds is less than your draw downs, submit a check for the difference to OJP to:

DOJ/Office of Justice Programs  
Office of the Chief Financial Officer  
ATTN: Accounting Control Branch  
810 Seventh Street, NW. – Fifth Floor  
Washington, DC 20531

Staff will review grants submitted for closeout in GMS and contact grantees as necessary to complete closeout.

June 2010

178

## Office of the Chief Financial Officer Postaward Instructions

### STEP 8 – Review Top 10 Frequently Asked Questions

#### 1. How will I know that my application has been approved?

If you are the person who applied for the award or the authorized official of the organization named in the application, you will receive an e-mail notifying you of your award. Once registration of at least one Financial Point of Contact (FPOC) is completed in the Grants Management System (GMS), you may access the award by clicking on the “Awards” tab. For instructions on registering an FPOC, see [http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf).

#### 2. Who do I contact for assistance in using the Grants Management System?

Agency:	OJP	OVW
<b>Help Desk:</b>	GMS Help Desk	OVW GMS Support
<b>Time:</b>	7 a.m. to 9 p.m., eastern standard time (EST)	8 a.m. to 4 p.m., EST
<b>Phone:</b>	1-888-549-9901 (choose option 3)	1-866-655-4482
<b>E-mail:</b>	<a href="mailto:GMS.HelpDesk@usdoj.gov">GMS.HelpDesk@usdoj.gov</a>	<a href="mailto:OVW.GMSSupport@usdoj.gov">OVW.GMSSupport@usdoj.gov</a>

#### 3. How do I accept my award?

If you are the person who applied for the award or the authorized official of the organization named in the application, you will receive an e-mail notifying you of your award. Once registration of at least one FPOC is completed in GMS, you may access the award by clicking on the “Awards” tab. For instructions on registering an FPOC, see [http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf)

Print and read the award and special conditions right away. **If you accept** the terms and conditions of the award, have your authorized recipient official **sign** a copy of the award and initial the Special Condition pages and submit both the signed agreement and initialed Special Condition pages to the OJP Control Desk or OVW.

**Note:** The signature in box 19 should be the same as the preprinted name in box 18. If the authorized recipient official has changed, do not alter the preprinted name in box 18. A grant adjustment notice (GAN) will have to be initiated in GMS notifying your Program Office of this change. Once the Program Office approves the GAN, print it out, have the new authorized

June 2010

179

recipient official sign in box 19 and initial every page with special conditions. The documents should be submitted using one of the following methods:

<b>Agency:</b>	<b>OJP</b>	<b>OVW</b>
<b>Fax:</b>	1-866-388-3055 (toll free) 202-354-4081 202-616-5962	202-514-7045
<b>E-mail:</b>	<a href="mailto:acceptance@usdoj.gov">acceptance@usdoj.gov</a>	<a href="mailto:OVW.Acceptance@usdoj.gov">OVW.Acceptance@usdoj.gov</a>

**Note:** OJP will not disburse funds unless the award is submitted correctly.

The original signed documents should be maintained by the grantee for presentation in the event of an audit.

**Note:** Acceptance documents for Community Oriented Policing Services (COPS) or U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency grants should not be sent to OJP or OVW. Please contact COPS at 1-800-421-6770 or DHS at 1-866-927-5646 for instructions on the return of their acceptance documents.

**If you do not accept** the terms/conditions, contact the OJP Program Office noted in the award letter immediately.

#### **4. How do I obtain payment?**

Award recipients should first submit a completed original Automated Clearing House (ACH) form with the original signature of the bank representative via courier (Federal Express, UPS, etc.) to the following address:

Office of Justice Programs  
Office of the Chief Financial Officer  
Attn: Control Desk  
810 Seventh Street, NW., Fifth Floor  
Washington, DC 20001

**Note:** If submitting a new or updated ACH form, please contact the OCFO Customer Service Center at 1-800-458-0786 (choose option 2) to confirm banking information has been updated before proceeding with payment requests.

Once the ACH form has been received and verified by OCFO, you may request funds (“draw down”) using OJP’s Grant Payment Request System (GPRS). Grantees and vendors can access GPRS at <https://grants.ojp.usdoj.gov/gprs>.

Upon successful completion of a draw down, funds will be electronically deposited into an account designated by the grantee on the ACH form.

June 2010

## 5. How can I access GPRS?

OJP and OVW grantees must be registered as an FPOC in GMS at <https://grants.ojp.usdoj.gov> before they can register as a drawdown specialist in GPRS.

COPS grantees must be registered as a user in the COPS Management System (CMS) before they can register as a drawdown specialist in GPRS.

Once registered in GMS or CMS grantees may request to be a GPRS drawdown specialist by accessing the GPRS Web site and selecting the option to self-register.

## 6. Why was my payment request denied?

Payment requests may be unsuccessful for various reasons, the most common of which are: (1) award was not accepted and special conditions of the grant were not met; (2) certain reporting requirements throughout the life of the grant were not fulfilled; (3) legislation and Federal grant management procedures during the life of a grant were not followed; (4) amount requested exceeded what was available; (5) financial reports (i.e. SF-425, Progress, or Audit) were not submitted the by due date; (6) the grant end date passed and an administrative closeout was initiated.

Compliance may affect the timing or the amount of the funds made available at any time.

## 7. What are my reporting responsibilities?

**Upon initial award:** Sign and fax the agreement and special conditions to confirm award acceptance. Complete and return the ACH form according to the instructions in the award.

Follow the instructions in the award to notify your Program Manager of your compliance with applicable special conditions.

Grantees are required to use the **Federal Financial Report** (known as the SF-425 or the FFR) 30 days after the end of each quarter as follows:

<b><u>Reporting Quarter:</u></b>	<b><u>Due Not Later Than:</u></b>
January 1–March 31	April 30
April 1–June 30	July 30
July 1–September 30	October 30
October 1–December 31	January 30

Final reports are due 90 days after the grant end date.

If your organization has a match requirement (refer to Program Announcement), the match should be reported on the report.

OJP and Office on Violence Against Women grantees are required to submit reports online via GMS at <https://grants.ojp.usdoj.gov>. An FPOC must be registered before the report can be submitted. For instructions on registering an FPOC, see [http://www.ojp.usdoj.gov/training/pdfs/gms\\_userguide.pdf](http://www.ojp.usdoj.gov/training/pdfs/gms_userguide.pdf).

COPS grantees are required to submit quarterly SF-425 reports on the COPS Web site at <http://www.cops.usdoj.gov>. For assistance accessing the system or completing the SF-425, contact the COPS Resource Center at 1-800-421-6670.

**Progress Reports** are usually due as follows or as listed in the solicitation:

<b><u>Reporting Period:</u></b>	<b><u>Due Not Later Than:</u></b>
<b>January 1–June 30</b>	<b>July 30</b>
<b>July 1–December 31</b>	<b>January 30</b>

Single **Audit Reports** may be required. A special condition is included with your award that details the reporting requirements for the audit reports. Please review that special condition.

## **8. How do I submit reports?**

**SF-425** and semiannual/annual **Progress Reports** should be filed online via GMS at:

<https://grants.ojp.usdoj.gov>

OJP grantees may contact the GMS Helpdesk by phone at 1-888-549-9901 (choose option 3) or by e-mail at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) and OVW grantees may contact OVW GMS Support at 1-866-655-4482 or [OVW.GMSSupport@usdoj.gov](mailto:OVW.GMSSupport@usdoj.gov) for assistance.

**Audit Reports** should be submitted as follows:

- **State and Local Governments, Institutions of Higher Education, and Nonprofit Institutions.** Completed audit reports for fiscal years earlier than 2007 should be mailed to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. Completed audit reports for fiscal years 2008 and later should be submitted on the Federal Audit Clearinghouse's Web site at <http://harvester.census.gov/sac>. **Do NOT submit your audit reports to OJP unless specifically requested.**
- **Commercial Organizations and Individuals.** One copy of all audit reports should be mailed to Office of Justice Programs, Office of the Chief Financial Officer, ATTN: Control Desk, 810 Seventh Street NW., Room 5303, Washington, DC 20531.

## **9. If I have questions about my grant, whom do I contact?**

**Program questions:** Contact the Program Manager identified in the award letter.

June 2010

**Financial questions:**

<b>Agency:</b>	<b>OJP</b>	<b>OVW</b>
<b>Help Desk:</b>	OCFO Customer Service Center	Grants Financial Management Division
<b>Time:</b>	8:30 a.m. to 6 p.m., EST	8 a.m. to 4 p.m., EST
<b>Phone:</b>	1-800-458-0786 (option 2) TDD: 202-616-3867	1-866-655-4482
<b>E-mail</b>	<a href="mailto:Ask.ocfo@usdoj.gov">Ask.ocfo@usdoj.gov</a>	<a href="mailto:OVW.GFMD@usdoj.gov">OVW.GFMD@usdoj.gov</a>

**10. What are the addresses and Fax numbers for OCFO and OVW?****Office of Justice Programs**

Office of the Chief Financial Officer

Attn: Control Desk

810 Seventh Street, NW.

Washington, DC 20531 (U.S. Postal Service delivery)

*or* 20001 (overnight delivery, e.g. FedEx, UPS, etc.)

Fax: 202-353-8475 or 202-616-5962

**Office on Violence Against Women**

800 K Street, NW., Suite 920

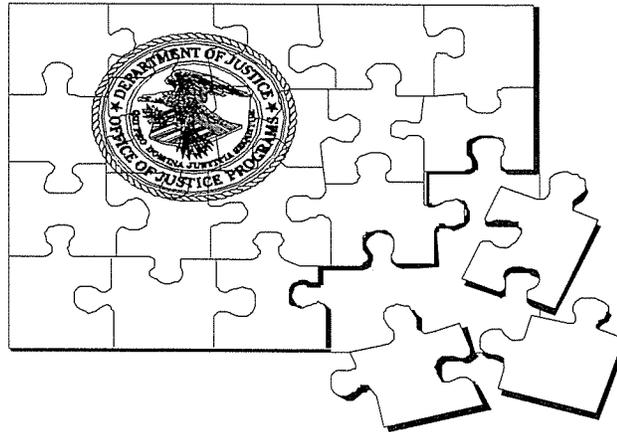
Washington, DC 20530

Fax: 202-514-7045



U.S. Department of Justice  
Office of Justice Programs

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### **Making the Pieces Fit**

Assisting grant recipients in  
resolving financial questions.

#### **OCFO Customer Service Center**

8:30 a.m.–6 p.m. eastern standard time (EST), Monday through Friday

1–800–458–0786 (choose option 2)

TDD (Telecommunication Device for Deaf) 202–616–3867

OJP Web site address: <http://www.ojp.usdoj.gov>

or e-mail us at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov)

or fax your questions to 202–353–9279

#### **OVW Grants Financial Management Division**

8 a.m.–4 p.m., EST, Monday through Friday

1–866–655–4482

<http://www.usdoj.gov/ovw>

or e-mail us at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov)

or fax your questions to 202–514–7045

#### **COPS Resource Center**

9 a.m.–5 p.m., EST, Monday through Friday

1–800–421–6770

<http://www.cops.usdoj.gov>

or e-mail us at [askCOPSRC@usdoj.gov](mailto:askCOPSRC@usdoj.gov)

June 2010

184

**GRANT SUMMARY SHEET**

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

Department/Division:	Travis County Juvenile Probation
Contact Person/Title:	Michael Williams, Financial Analyst, Sr.
Phone Number:	512/854-7011

Grant Title:	Juvenile Treatment Drug Court-SAMHSA/CSAT		
Grant Period:	From:	9/30/2010	To: 9/29/2011
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	0					0
Operating:	195,902					195,902
Capital Equipment:	0					0
Indirect Costs:	3,918					3,918
Total:	\$199,820	\$0	\$0	\$0	\$0	\$199,820
FTEs:						0.00

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Percentage of SUS administered that indicated need for CASI	1160	N/A	N/A	N/A	N/A	1100
Number of CASI's administered	1160	N/A	N/A	N/A	N/A	1100
Number of Drug Court Screenings	168	N/A	N/A	N/A	N/A	168
Number of participants in Drug Court	65	N/A	N/A	N/A	N/A	65

185

Percentage of drug court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
<b>Measures For Grant</b>						
Number of juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	84%	N/A	N/A	N/A	N/A	84%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of participants in Drug Court	65	N/A	N/A	N/A	N/A	65
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval of a new grant contract with the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT), for year one of a potential four year grant to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant.

PBO recommends approval of the request.

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

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Treatment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs.

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

This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT portion of the budget in this SAMHSA grant application. However, in the 4<sup>th</sup> year of the grant Travis County will have the opportunity to invest in this program.

187

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

There is no match required for the CSAT portion of this SAMHSA grant application.

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

A 2% indirect cost has been charged to this grant for a total of \$3,918 in CSAT monies.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in Juvenile Drug Court.

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

N/A

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

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TYC.

188



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA  
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES  
COURT SERVICES  
DETENTION SERVICES  
PROBATION SERVICES  
RESIDENTIAL SERVICES  
SUBSTANCE ABUSE SERVICES  
DOMESTIC RELATIONS OFFICE  
JUVENILE JUSTICE  
ALTERNATIVE EDUCATION  
PROGRAM

TO: Travis Gatlin, PBO  
Senior Budget Analyst

FROM:   
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH:   
Michael Williams  
Financial Analyst

SUBJECT: Juvenile Treatment Drug Court-SAMHSA/CSAT

DATE: October 14, 2010

Travis County Juvenile Probation has received an award totaling \$199,820 from the Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT). This is a four year project and the department anticipates receiving approximately \$199,000 for each of the four years.

The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The majority of these grant funds will provide treatment services to Substance abusing juvenile offenders.

Please review this item and place it on Commissioner's Court agenda on **October 26, 2010** for their consideration and signature. Please contact Mike Williams at 4-7011 for further information. Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney  
Dede Bell, Financial Analyst, County Auditor  
Barbara Swift, Deputy Chief  
Gail Chapman, Division Director  
Kathy Smith, Project Coordinator  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File

189



Juvenile Drug Courts  
 Department of Health and Human Services  
 Substance Abuse and Mental Health Services Administration  
 Center for Substance Abuse Treatment

## Notice of Award

Issue Date: 09/24/2010

COUNTY OF TRAVIS  
 CLERK OF COURT  
 10 OCT -1 PM 2:02

**Grant Number:** 1H79TI020920-01

**Program Director:**  
 Estela Medina

**Project Title:** Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County Juvenile Court County Judge P.O. Box 1748 Austin, TX 78701

**Budget Period:** 09/30/2010 – 09/29/2011

**Project Period:** 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$199,820 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18 ) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Kathleen Sample  
 Grants Management Officer  
 Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79TI020920-01**

**Award Calculation (U.S. Dollars)**

Consortium/Contractual Cost	\$179,487
Travel Costs	\$9,415
Other	\$7,000
Direct Cost	\$195,902
Indirect Cost	\$3,918
Approved Budget	\$199,820
Federal Share	\$199,820
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$199,820

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$199,820
2	\$198,200
3	\$199,766
4	\$199,970

\* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
 EIN: 1746000192A3  
 Document Number: 10TI20920A  
 Fiscal Year: 2010

IC	CAN	Amount
TI	C96T511	\$199,820

**TI Administrative Data:**

PCC: JDRUG-CR / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI020920-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 1H79TI020920-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

191

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**

**Additional Costs**

**SECTION IV – TI Special Terms and Condition – 1H79TI020920-01**

**REMARKS:**

This Notice of Award (NoA) is being funded in the amount of \$199,820, in accordance with the grantees revised budget dated August 13, 2010.

**STANDARD TERMS OF AWARD:**

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$199,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

192

9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.

10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.

12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 5% level of effort

13) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

14) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

15) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

16) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

17) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by

193

speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

18) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

19) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.

20) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:

A) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.hhs.gov/healthit> for more information, and

B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products (<http://www.cchit.org/>). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or [jim.kretz@samhsa.hhs.gov](mailto:jim.kretz@samhsa.hhs.gov); Richard Thoreson (CSAT) at 240-276-2827 or [richard.thoreson@samhsa.hhs.gov](mailto:richard.thoreson@samhsa.hhs.gov); or Sarah Wattenberg (OPPB) at 240-276-2975 or [sarah.wattenberg@samhsa.hhs.gov](mailto:sarah.wattenberg@samhsa.hhs.gov).

21) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

22) By signing the application (PHS-5161-1) face page in Item #21, the Authorized Representative (AR) certifies (1) to the statements contained in the list of certifications\* and (2) provides the required assurances\* and checking the "I AGREE" box provides SAMHSA with the AR's agreement of compliance. It is not necessary to submit signed copies of these documents, but should be retained for your records.

\*The documents are available on the SAMHSA website at <http://www.samhsa.gov/Grants/new.aspx> or contained within the Request for Applications (RFA).

#### REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website

194

at <http://www.whitehouse.gov/omb/grants/sf269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - March 30, 2011  
2nd Report - September 30, 2011

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

**INDIRECT COSTS:**

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website [www.samhsa.gov](http://www.samhsa.gov), then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OFR, SAMHSA below:

For Regular Delivery:

Division of Grants Management,  
Office of Financial Resources, SAMHSA  
1 Choke Cherry Road, Room 7-1091  
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management,  
Office of Financial Resources, SAMHSA  
1 Choke Cherry Road, Room 7-1091  
Rockville, MD 20850

**CONTACTS:**

Randy Muck, Program Official  
**Phone:** 240-276-1576 **Email:** [randy.muck@samhsa.hhs.gov](mailto:randy.muck@samhsa.hhs.gov) **Fax:** 240-276-2970



Hope Snowden, Grants Specialist  
**Phone:** (240) 276-1078 **Email:** [hope.snowden@samhsa.hhs.gov](mailto:hope.snowden@samhsa.hhs.gov) **Fax:** (240) 276-1430

195

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**ABSTRACT**

The request for funds is intended to enhance the capacity of the Travis County Juvenile Treatment Drug Court (JTDC) in order to serve substance abusing juvenile offenders through the Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Program models. With SAMHSA funds, services to JTDC participants are increased in the Department's Day Treatment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs.

The need is to increase the availability of treatment services, which has become critical considering the cuts made by the Single State Agency for Substance Abuse, Department of State Health Services. The cuts eliminated community based day treatment services and created waiting lists for the only locally funded residential treatment program.

If funded, the JTDC projects serve 60 unduplicated participants annually in fiscal years 09, and FY10, and increase the number of participants by 5 annually in FY11, and FY12 with a total of 255 unduplicated participants for the lifetime of the project. The grant will allow an expansion of JTDC by ensuring that those participating will have access to the treatment services needed through the Travis County Juvenile Justice Integrated Network.

The concepts of the Juvenile Justice Integrated Network (JJIN) support blending services, and also co locating services such as mental health and substance abuse treatment. As a result of the experienced gained by integrating supervision and substance abuse treatment, it is determined that the purpose of this application also includes an expansion to the Department's Day Treatment Program by adding a mental health professional to provide services in this environment. Hiring a mental health professional allows the Day Treatment Program to increase its capacity and the community based residential and outpatient treatment options.

194

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**TABLE OF CONTENTS**

FACE PAGE	
ABSTRACT.....	1
TABLE OF CONTENTS.....	2
BUDGET FORMS.....	3
PROJECT NARRATIVE AND SUPPORTING DOCUMENTATION.....	9
Section A- Statement of Need.....	9
Section B- Proposed Evidence-Based Service/Practice.....	11
Section C- Proposed Implementation Approach.....	16
Section D- Staff and Organization Experience.....	31
Section E- Performance Assessment and Data.....	33
Section F- Literature Citations.....	41
Section G- Budget Justifications, Existing Resources, Other Support.....	42
Section H- Biographical Sketches and Job Descriptions.....	55
Section I- Confidentiality and SAMHSA Participation Protection/Human Subjects.....	59
APPENDICES I - VI	
Appendix 1.....	62
1) Identification of at least one experienced, licensed service provider organization	
2) List of all direct service provider organizations that agreed to participate in the proposed project	
3) Statement of Assurance	
4) Letters of Commitment	
Appendix II - Data Collection Instruments/Interview Protocols .....	84
Appendix III - Sample Consent Forms.....	215
Appendix IV - Letter to the SSA.....	217
Appendix V - County Strategic Plan.....	219
Appendix VI – Travis County Juvenile Treatment Drug Court Strategic Plan.....	258
Assurances.....	260
Certifications.....	264
Disclosure of Lobbying Activities.....	266
Checklist.....	268

195

**BUDGET INFORMATION - Non-Construction Programs**

OMB Approval No. 4040-0006

Expiration Date 07/30/2010

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Substance Abuse Treatment	93,243	\$ <input type="text"/>	\$ <input type="text"/>	\$ 799,376.00	\$ <input type="text"/>	\$ 799,376.00
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ 799,376.00	\$ <input type="text"/>	\$ 799,376.00

167  
3

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Substance Abuse Treatment				
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel	32,754.00				32,754.00
d. Equipment					
e. Supplies					
f. Contractual	722,948.00				722,948.00
g. Construction					
h. Other	28,000.00				28,000.00
i. Total Direct Charges (sum of 6a-6h)	783,702.00				\$ 783,702.00
j. Indirect Charges	15,674.00				\$ 15,674.00
k. TOTALS (sum of 6i and 6j)	\$ 799,376.00	\$	\$	\$	\$ 799,376.00
7. Program Income	\$ 0.00	\$	\$	\$	\$

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100

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Substance Abuse Treatment	\$ 799,376.00	\$ 0.00	\$ 0.00	\$ 799,376.00	
9.					
10.					
11.					
<b>12. TOTAL (sum of lines 8-11)</b>	<b>\$ 799,376.00</b>	<b>\$</b>	<b>\$</b>	<b>\$ 799,376.00</b>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 199,376.00	\$ 30,000.00	\$ 49,376.00	\$ 60,000.00	\$ 60,000.00
14. Non-Federal					
<b>15. TOTAL (sum of lines 13 and 14)</b>	<b>\$ 199,376.00</b>	<b>\$ 30,000.00</b>	<b>\$ 49,376.00</b>	<b>\$ 60,000.00</b>	<b>\$ 60,000.00</b>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Substance Abuse Treatment	\$ 199,820.00	\$ 199,820.00	\$ 199,766.00	\$ 199,970.00	
17.					
18.					
19.					
<b>20. TOTAL (sum of lines 16 - 19)</b>	<b>\$ 199,820.00</b>	<b>\$ 199,820.00</b>	<b>\$ 199,766.00</b>	<b>\$ 199,970.00</b>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text" value="See budget narrative and worksheets."/>		22. Indirect Charges: <input type="text" value="See budget narrative and worksheets."/>			
23. Remarks: <input type="text"/>					

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for  
Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: OJJDP Drug Court FY09-FY13**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<p><i>The Social Services Coordinator will e JPO will develop treatment plan encompassing the youth's mental health assessments. The Care Coordinator's is to assist in developing a unique treatment plan for each youth in the program (working with community partners within the Justice Integrated Network (JJIN)) and to match individual needs of the youth to services available in the community. The Office Specialist will assist in the program (Also any required new reporting required during the grant); by tracking grant performance measures as well as assist in day to day operations. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i></p>		
<b>Total</b>		<b>\$295,491</b>
<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<p><b>A 10% increase for hospitalization in year three to meet with County standards.</b></p>		
<b>Total</b>		<b>\$112,555</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$408,046</b>

201

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**OJJDP Drug Court FY09-FY13 (continued)**

<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
<b>Total</b>		<b>\$8,333</b>

202

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**OJJDP Drug Court FY09-FY13 (continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>

203

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**PROJECT NARRATIVE AND SUPPORTIVE DOCUMENTATION**

**SECTION A- STATEMENT OF NEED**

Travis County Juvenile Probation Department (TCJPD) is charged with processing and adjudicating all youth, ages 10 to 17, which violate the law. Therefore the **geographic area** is Travis County, Texas. Like other juvenile probation departments around the country, Travis County recognizes the complexity and challenges of dealing with substance-abusing youth and their dysfunctional families. Conventional treatment options are ineffective, as they leave associated problems unmet and open to becoming escalating patterns of criminal behavior. Because age and probation requirements are critical factors in serving youth, the Travis County Juvenile Probation Department has had to institute a program that would achieve the desired impact in a relatively short period of time.

In response to the increasing number of youth engaging in substance abuse, Travis County Juvenile Probation Department developed and operates a Juvenile Justice Integrated Network. Youth referred to the Travis County Juvenile Probation Department are screened and assessed in the Juvenile Assessment Center (JAC). Of the 8,681 total referrals to TCJPD during the 2001 calendar year, nearly 4,200 were physical referrals. Seventy-one percent of these referrals use alcohol; sixty-nine percent use drugs and forty percent are chemically dependent. As a result, in May 2001 began implementation of the Juvenile Treatment Drug Court (JTDC) to enhance outcome in working with substance-abusing youth that have complicated issues and possible multigenerational family problems.

The **target population** is youth between the ages of 13.6 to 17 years and unique in that the youth linked to the JTDC will have been adjudicated and often eligible for long-term institutional placement at the Texas Youth Commission. The JTDC chooses a target population that is recidivist as related to their drug use. The average number of referrals or arrests of the drug court population since its inception is 8. As a result the Travis County JTDC serves a “Deep-End” population. The target population is **justified** through a series of determinants beginning with the repeat offenders that comprise 16% of the Department’s juvenile justice population. These youth appear to cycle through the justice system over and over creating a major drain on the court system, justice system and the community at large as it relates to there repetitive pattern of drug use and criminal behavior. The ability to demonstrate success with this population is contingent upon the services and activities of the Juvenile Justice Integrated Network. The cadre of services and activities enhance the outcome by blending services and coordinating activities to include supervision by probation officers and the team functions of the JTDC.

**Demographic information** of the target population of potential JTDC participants includes

<b>ETHNICITY</b>	<b>PERCENTAGE</b>
<i>Hispanic</i>	57%
African American	24%
Caucasian	18%
Other	1%

204

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**GENDER**

Female	28%
Male	72%

**In support of the justification of this target group**, Travis County Juvenile Probation Department statistics reveal that in FY 07, 45 % of the 3,114 youth taken into custody needed substance abuse treatment. Of those youth, 46% needed a mental health assessment. In FY 07, the JTDC served 81 youth resulting in a 52% successful discharge rate. Since the JTDC is able to have an impact on substance abusing youth and their families then the need to increase the number of drug court participants grew.

In FY 08, the Juvenile Assessment Center indicated that fewer youth were referred (2993) but that substance abuse and mental health figures remained the same. The Department indicated that the JTDC needed to continue its expansion efforts and increased to serve 81 youth. Along with the growth came a population that increasingly assessed to have co occurring disorders. The Day Treatment Program at the Travis County Juvenile Probation Department, that serves many of the Drug Court participants, indicates that 80% of its population had co occurring disorders.

The 80<sup>th</sup> legislature in 2007 introduced many major changes to Texas Youth Commission (TYC) operations by implementing SB 103 the Texas Youth Commission Reform that was effective June 8, 2007. The reform made a significant impact on the community because it eliminated the disposition option of TYC commitment for youth adjudicated for misdemeanor offenses and for youth who violate probation which he/she is on probation is a misdemeanor. Travis County Juvenile Probation Department is currently looking at as many alternatives as possible to offer this population community based services to include JTDC to address their co-occurring disorders. There will be an increase in the number of youth who will need substance abuse services in the community or in residential treatment.

However also in FY 04, the Department of State Health Services made dramatic cuts in substance abuse residential treatment services and completely eliminated funding Day Treatment Programs. The only remaining Day Treatment Program was located at the Travis County Juvenile Probation Department. The unusual cuts were protested across the State and County. The successes experienced in these services and the reduction of time in residential settings proved most valuable to Travis County. Considering the ‘step downs’ from residential into day treatment programs along with the potent activities of the JTDC within the Juvenile Justice Integrated Network, a strong program design was implemented.

The cuts made by the Department of State Health Services also minimized the JTDC’s ability to place youth in residential treatment settings, which impacts this JTDC adversely because of the “Deep-End” population it serves. There are many instances when the drug use of participants could not be controlled in an outpatient environment-requiring placement in an appropriate residential environment. In FY 08, a total of 43 drug court participants needed to be placed in a residential setting. The names were placed on a waiting list as they were detained until space became available. Consistently, the aforementioned factors helped the Department to determine that the identified target population is the most appropriate group to serve under the SAMHSA

205

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**funding. If funded, the JTDC in FY 09 projects to provide services to 50 (unduplicated) participants in Day treatment, intensive outpatient or residential treatment.**

The **purpose** of this application is to enhance the capacity of the Travis County Juvenile Treatment Drug Court in order to serve substance abusing juvenile offenders through the Juvenile Justice Integrated Network (JJIN) with the Reclaiming Futures Program models. The funds are to be used to address the cuts in drug and alcohol treatment services. The goal is to increase the number of youth served in the Juvenile Treatment Drug Court. This is accomplished by increasing the capacity of the Department's Day Treatment Program to effectively serve youth with co occurring disorders by adding one mental health professionals to its staff and to increase the community based residential and outpatient treatment options.

**SECTION B- PROPOSED EVIDENCE-BASED SERVICE/PRACTICE**

The **purpose** of this application is to enhance, increase and improve the services provided to youth in the Travis County Juvenile Treatment Drug Court (JTDC) through the Day Treatment and community based residential and outpatient service providers by utilizing the Reclaiming the Futures program model. Many youth participating in the JTDC are determined to have many co occurring issues that require direct counseling services. The concepts of the Juvenile Justice Integrated Network not only support blending services, but also co locating services such as mental health and substance abuse treatment. As a result of the experienced gained by integrating supervision and substance abuse treatment, it is determined that the purpose of this application also includes increasing the number of youth served in the Juvenile Treatment Drug Court. This is accomplished by increasing the capacity of the Department's Day Treatment Program to effectively serve youth with co occurring disorders by adding one mental health professionals to its staff and to increase the community based residential and outpatient treatment options.

**The purpose of this application is consistent with the expectations of this grant.** This program application is intended to address gaps in the substance abuse and mental health services provided in conjunction with JTDC and improve access to these services. The need is to increase the availability of treatment services, which has become critical considering the cuts made by the Single State Agency for Substance Abuse, Department of State Health Services. The cuts eliminated community based day treatment services and created waiting lists for the only locally funded residential treatment program. Considering that the Travis County Juvenile Probation Department operates its own day treatment program the need to expand services has grown and with that growth it is necessary to fill a gap in service by adding mental health services to its treatment regime. **The goals of increased access to outpatient and residential treatment and enhanced day treatment services are believed to be consistent with the exceptions as noted in the application.**

In 2007, 2,900 youth that were assessed, the Departmental data reveals that 59% needed intensive supervision substance abuse treatment and of that figure, 49% needed mental health services. The current JTDC population is a composite of youth with substance abuse and mental health problems. Specialized programming has demonstrated to have a positive impact on the youth and families that participate in the program as 52% discharged successfully from the

206

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

program. Of the 52% of the youth that were unsuccessful, none were committed to the Texas Youth Commission. Of the youth that discharged successfully from the program, 100% did not re offend or were not committed to the Texas Youth Commission within one year of discharge from the program.

It is anticipated that the noted additions will enhance successful program completions and improve efficiency by blending mental health and substance abuse services in a single treatment environment. Also, with juvenile probation officers co located in the same environment then the coercive potency of the juvenile probation supervision will enhance compliance and retention.

**Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.**

**Objective 1:** Enhance the contracts of community based intensive outpatient treatment service providers.

**GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.**

**Objective 1:** Hire one Mental Health Treatment Coordinator.

**Objective 2:** Increase access to community based mental health services.

**Objective 3:** Initiate training on A-CRA/ACC and or /MET/CBT-5.

**Objective 4:** Implement the A-CRA/ACC and or /MET/CBT-5 model.

**GOAL 3: Administer the GAIN assessment tool.**

**Objective 1:** Continue the utilization of the GAIN with JTDC participants.

**Evidence based services** is a part of the state of the art Juvenile Justice Integrated Network. The Network is designed and operated to enhance substance abuse treatment access and service delivery to the juvenile justice population. The Network began operation in 1995 through a demonstration grant awarded by the SAMHSA, Center for Substance Abuse Treatment. It is designed to enhance substance abuse treatment access and service delivery to offenders by focusing on systems integration, linkage and information sharing between community based service providers, social service agencies and the juvenile justice system. After a strong and positive evaluation by the University of Texas, School of Social Work, it was determined that the Network is cost effective, it reduces time between justice processes and linkage to service as well as improved juvenile justice outcomes. The Robert Wood Johnson Foundation continues integrated network development through its Reclaiming Futures Programs. Further, evidence based programming is represented by the Juvenile Drug Treatment Court, and the Juvenile Assessment Center (JAC).

The Network provides on going training in state of the art concepts and then requires practice of these concepts. Currently the Network practices Strength-Based concepts. The Department's Day Treatment Program and outpatient treatment program utilize and propose to employ concepts identified in the **Cannabis Youth Treatment Series to include A-CRA/ACC and or MET/CBT-5**, Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Tip 4, Substance Abuse Treatment for Persons with Co-occurring Disorders, TIP 42; Volume 5 and the Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users, Volume 1, Enhancing Motivation for Change in Substance Abuse Treatment (TIP 35 ), the

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Multidimensional Family Therapy for Adolescent Cannabis Users, Cannabis Youth Treatment Series, Volume 5 and the Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users, Volume 1, Integrating Substance Abuse Treatment and Vocational Services Tip 38; Substance Abuse Treatment and Family Therapy, TIP 39; Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Tip 47; Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders, TAP 19  
The Day Treatment Program will also use concepts identified in the Assessment and Treatment of Patients with Coexisting Mental Illness and Alcohol and Other Drug Abuse (TIP 9).

**Justification of the Proposed Practice** is supported by data that reflects that 80% of the Day Treatment population has co-existing disorders. Also, 90% of the youth in the JTDC uses marijuana regularly reflecting that it is increasingly important to develop program services to address the needs of these youth. The JTDC requires family participation therefore family therapy is often identified as a need. These services will need some modification because they are integrated into the Day Treatment Program that also has a school component. Chemical Dependency Counselors are in the classrooms with teachers and often-coordinate services and activities to enhance the processes of blending services and maximizing the time a youth spends daily in the Day Treatment Program. The ACRA/ACC and or MET/CBT-5 will be woven into the programmatic of the Day Treatment Program.

In the Juvenile Justice Integrated Network, an independent case management service can be linked to serve the family with unconditional positive regard and make consistent efforts to engage the family into the recovery program of the Network participant. A case manager is assigned to help the youth and family navigate through the necessary system of services. The case manager's client centered and family focused motto, is designed to assist the entire family with accessing necessary services as the offender is moved into the system of services providers. The case management services, provided by Youth Advocacy Program (YAP) for the Network includes varieties of activities which includes but are not limited to: linkage to collateral activities for all family members; and advocacy to service agencies on behalf of the youth and family.

Issues of **diversity** represent an on-going commitment of the Travis County Juvenile Probation Department. The Department provides monthly training in an effort to increase the information, knowledge, and skills of its workforce. Network partners are offered opportunities to participate in the training and are scheduled training at their site to ensure maximum benefit of learning to manage the strengths of diversity. The training activities respond to how the JTDC effectively responds to differences such as age, race, ethnicity, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

A snapshot of the on-going training provided for the Department and Network partners includes:

- Age** appropriate material must consider stages of adolescent development as well as language and regular checking in to assess if participants understand.
- Gender** specific groups and learning opportunities are clearly established in treatment program development. Material must not simply be transferred from one gender to the other but adapted specifically for that gender.

2007

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

- Since genetic research proves that **Race** is a social construct, which has no biological support, then training focuses on learning more about cultural distinct **ethnic** groups. As staff learn how to manage diversity they are also provided information on distinct cultural and ethnic groups that is intended to improve their skills in managing issues of diversity.
- Culture** can be tangible and intangible products of groups of people with a person being a part of many cultural groups. Learning to be sensitive to culture and learning how to address gaps in understanding without being offensive is a critical factor in developing cultural competence.
- Language** barriers are clear and can be addressed however it is important to ensure that certified professionals are used as interpreters. Material used should be flexible and translated in languages that are most familiar to the target group.
- Sexual orientation** in juveniles should be addressed and accepted as a reality in today's society. Reactions that lead to conflict can be avoided and skills can be developed to help avoid mistakes and address mistakes that are made.
- Disability** has become a major portion in the fabric of society. Understanding laws and developing sensitivity is critical when working with America's largest minority group. Travis County Juvenile Probation Department meets the American Disabilities Act (ADA) requirements.
- Literacy** is part of the rationale for utilizing schoolteachers with Special Education certifications for working with youth with issues of literacy. The teachers utilize the Nova Net system (computer guided), which allows each participant to learn at their own pace and level.

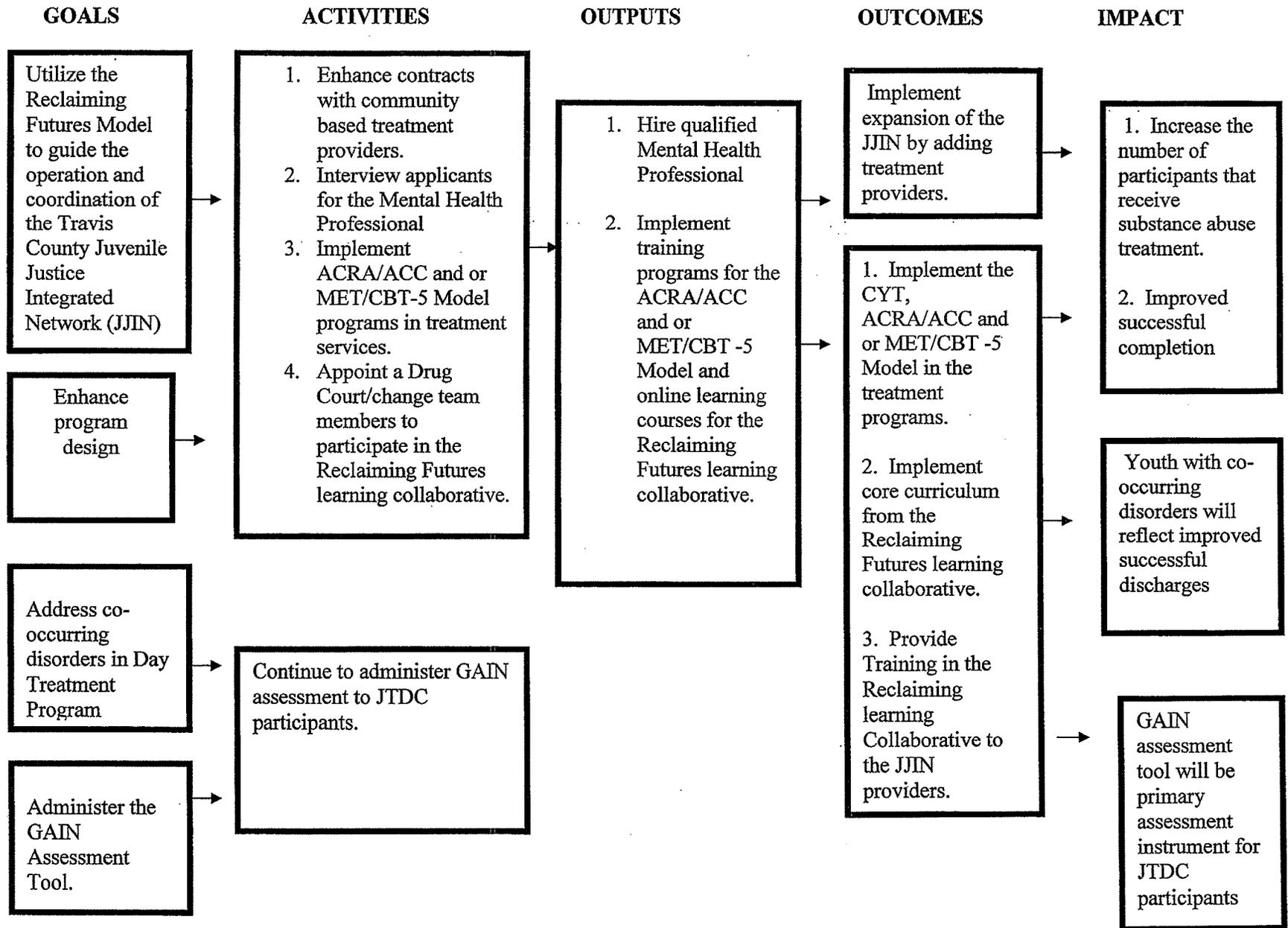
Many youth in the JTDC Program, displays a complex array of issues that affect their involvement and successful participation in the JTDC program. Professionals and community-based stakeholders must become knowledgeable about their characteristics and culture to include the always-changing culture of youth. When addressing the multitude of issues found in diversity, staff must be sensitive and informed enough to know when and how to react to cultural nuances that may be strange or different than their own.

Those that participate regularly in the training activities will reflect in their work. Participants will show movement in that they realize personal and organizational weaknesses in cultural competence and demonstrate attempts to improve. They will show that they accept and respect differences and the knowledge base constantly expands which is critical when working in diverse settings. In order to ensure the **fidelity of the practices models** the Substance Abuse Services Division will utilize a Fidelity Toolkit from the Evaluation Technical Assistance Center. The Toolkit is to be used to maintain fidelity of the aforementioned practices as it relates to age, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

A simple **Logic Model** is provided demonstrate how the integrated Juvenile Drug Courts: Strategies in Practice and Reclaiming Futures models and the required evidence based treatment practices will meet our goals and objectives.

209

### TRAVIS COUNTY JUVENILE JUSTICE INTEGRATED NETWORK LOGIC MODEL



20

## **SECTION C: PROPOSED IMPLEMENTATION APPROACH**

The Travis County Juvenile Probation Department began operating a Juvenile Justice Integrated Network (JJIN) in 1995, under a grant from the Center for Substance Abuse Treatment and continues to operate. In 2007, Substance Abuse Mental Health Services Administration (SAMSHA) awarded Travis County Juvenile Probation Department (TCJPD) the 2007 Science and Service Award for outstanding effort in the implementation of one or more evidenced-based interventions through the Juvenile Justice Integrated Network. Travis County Juvenile Probation Department continues to build and enhance the integrated system of services designed to allow rapid access to substance abuse prevention/education, family services, mental health services, and substance abuse treatment. **This site will be able to implement the Reclaiming Futures model and required evidence based substance abuse treatment services into the Juvenile Drug court program because it is already part of the program design.**

### **Collaborative Planning**

**Travis County Juvenile Drug Court Treatment Court (JTDC) engages stakeholders in creating an interdisciplinary, coordinated, and systemic approach to working with youth and their families.** The Juvenile Drug Treatment Court Judge facilitates the JTDC team employing Robert's Rules of Order. Currently policy meetings are held on an as needed basis when necessary, the team utilizes these meetings to address any issues about quality assurance and/or barriers to effective programming; revise or fine tune any policies or procedures to support the goals and mission of the court from any team member.

The JTDC Coordinator provides regular information briefs and national data regarding drug courts to help ensure that members are kept current and able to effectively participate in discussions. Potential providers also use the meetings for presentations. Because of the Network of services, many vendors express an interest to participate and offer services to the youth and families. Many of these vendors will come with an existing revenue stream or is eligible for 3<sup>rd</sup> party reimbursements. Funding decisions are not a part of the scope of work for the team as vendors may be required to participate in the Travis County Government Procurement process.

The team is comprised of:

**The Juvenile Drug Treatment Court Judge.** The Judge is considered the JTDC Team Leader, who is responsible for facilitating weekly reviews, supervise and reinforce treatment requirements and rules of probation. The Judge uses the Court as a therapeutic tool to support the improved and successful behavior of the juvenile offender. The Judge uses both sanctions and incentives to encourage compliance and successful completion of the JTDC Program. The Judge's role includes being the taskmaster, the head cheerleader, mentor and even special confidante. The Judge rewards successes during interaction with the youth and family and immediately employs sanctions for non-compliance. The Judge serves as mediator between the defense attorney and prosecutor to ensure that a team-effort is at the root of all decisions. Prior to status reviews, the Judge reviews treatment and probation data as generated in a report from an Access database by the JTDC Coordinator or designee.

**The District Attorney (DA) Prosecuting Attorney.** The DA serves as a member of the JTDC team and works cooperatively to assess cases that appear appropriate for the JTDC. The responsibility of the DA is to protect the public's safety by ensuring that each candidate is appropriate for the program and complies with all the JTDC requirements. The DA will file petitions for program expulsions when deemed necessary, while taking a non-adversarial approach to serving as a JTDC team member. The DA will participate in weekly hearings and

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

will review treatment and probation data as generated in Access. The DA is a member of the screening team.

**Juvenile Public Defender (JPD) or Defense Attorney.** The responsibility of the JPD is to protect the participant's due process rights while encouraging full participation. The JPD serves the client by getting them to recognize the best outcome for an improved life not simply the best legal result. As a JTDC team member, the JPD uses a non-adversarial approach in order to help the client to remain compliant. The JPD regularly participates in weekly reviews; explains requirements to the youth and family. The JPD monitors sanctions imposed by the JTDC. When a youth is successful, the JPD represents the youth at the final Court appearance. The JPD review treatment and probation data as generated in Access. JPD is a member of the screening team.

**Juvenile Drug Treatment Court Coordinator.** The Juvenile Drug Treatment Court Coordinator is responsible to coordinating all JTDC activity. Works directly with the Judge to ensure that dockets are prepared, and that all data for review has been entered into the Access database and that notifications of weekly reviews are provided to all appropriate staff. The Coordinator ensures that all data relevant to weekly reviews has been accurately recorded. The Coordinator has quality assurance responsibilities while ensuring that all forms are appropriately completed.

**Treatment Representatives.** The treatment representative is the liaison between substance abuse treatment and juvenile probation. The treatment providers are responsible for generating weekly treatment reports for the team and responding to the JTDC team as the substance abuse treatment professional.

**Evaluator.** The Evaluator serves as the project manager and will coordinate operations of the evaluation. The Evaluator continually assesses progress on goals and objectives; identify needed changes in program policies and determining the degree to which a program is meeting its objectives, the problems it is encountering and the side effects it is creating. The evaluator offers self-adjusting information designed to enhance the operation of the JTDC.

**School Representative.** The school representative serves as a liaison for the JTDC and the school district. The representative works to help the JTDC overcome barriers and move to elicit cooperation throughout the school district. The representative continues to renew data exchange and provide opportunities to link the school with link with the JTDC.

**Community Representatives.** The JTDC Coordinator will provide a group of community representatives designed to help guide the team on matters that have direct linkage to culture and community-based services. These Representatives include members of the faith community, community based social service agencies, representation from the business community that can offer employment opportunities, also community and local government sponsored recreational and alternative service providers. The objective is to keep a viable group of participants who can bring in fresh and innovative recommendations to the JTDC. Examples include: Phoenix House Council, Austin Travis County Mental Health and Mental Retardation, Helping Hands Ministry, Substance Abuse Planning Partnership, Neighborhood Housing Services of Austin and Eastside Story.

**The Lead Agency.** The Travis County Juvenile Probation Department serves as the Lead Agency. Beginning in 1995, with the development of the Juvenile Integrated Network project funded by the Center for Substance Abuse Treatment, the Department has demonstrated a remarkable ability to marshal forces in order to "Coordinate, Collaborate and Cooperate. Once philosophy, process and product are consistent, the Department develops Memorandums of Understanding (MOU). The MOU then becomes the cornerstone for each independent agency that strengthens the ability to produce positive results and ends confusion and disagreements. This is the basis for ensuring that stakeholders will meet the commitments made when becoming a part of the interagency collaborations which form the juvenile justice integrated network.

212

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The Department's Board is composed of 18 District Judges that can provide considerable influence in the community and within Travis County Government that enhances the Department's role as the Lead Agency. The Juvenile Board understands the complexity of cause, circumstance and individual needs inherent in the problems of juvenile crime and substance abuse. Therefore, it recognizes that proper and effective application of justice involves more than retribution and intervention. The Board is committed to balancing community protection with the needs of adolescents caught in a cycle of drugs and crime. The Board continues to seek effective methods of service delivery and is further committed to leveraging its services and resources for adolescent (and family) rehabilitation.

**Teamwork**

**Travis County Juvenile Treatment Drug Court (JTDC) has developed and continues to maintain interdisciplinary, non adversarial work team.** A key feature of the JTDC is the non-adversarial relationship between the defense attorney and the prosecutor. This non-traditional approach allows for the emergence of a team concept focused on the best possible outcome for the youth and family. Additional strengths of the JTDC include the aforementioned integrated concepts of treatment, supervision, sanctions and incentives in judicially supervised drug treatment court. Further, the required participation of the family in the drug treatment court provides an opportunity to bolster the team concepts. The family is a part of the "team" and work in harmony to ensure successful discharge from the drug treatment court program.

Because of the integration concept there will need to be a convergence of disciplines, failure to do so, results in obstacles and barriers for the operation of a successful JTDC. Each member of the JTDC represents a discipline with its own philosophy for addressing the substance abusing offender and family that cannot be ignored. Fortunately, the goals of the disciplines are very similar however; the methods to accomplish the goals may vary. The effective operation of the integrated model requires substantial negotiations and agreement, then effective training and team building. The JTDC have established guidelines and procedures that are agreed upon by all members and are documented in a Memorandum of Understanding resulting in a policy procedure manual. These guidelines and procedures enhance continuity and allows for the implementation of a team concept, which will prevent putting lawyer against lawyer, treatment against supervision with the child and family spiraling through the juvenile justice system and perhaps institutionalization. This integrated model of the JTDC will take advantage of the best practices to include the utilization of the Juvenile Justice Integrated Network (JJIN).

**Target Population and Eligibility Criteria**

**The (JTDC) has identified a target population and eligibility criteria that is aligned with the program's goals and objectives.** The Travis County Juvenile Drug Treatment Court (JTDC) is an integrated program that targets juvenile offenders with non-violent drug or drug-related offenses, although some assault cases, such as fighting at school, will be accepted. The JTDC typically works with post-adjudicated youth who are 13.6 to 17 years old that have not been adjudicated for a felony violent offense; assessed to need drug treatment services and have a minimum of six to twelve months of probation. These youth are identified as "deep-end" youth because of the recurring patterns of drug use and poor compliance to rules of probation, all while spiraling deeper into the justice continuum and are determined to be in need of strict JTDC supervision. Reasons for exclusion from the program include conviction of a felony sex crime, severe mental or emotional problems, major gang affiliation and lack of motivation for behavioral change.

213

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Judicial Involvement and Supervision**

**The JTDC has frequent judicial involvement and supervision.** The JTDC team meets weekly to staff drug court juvenile probation officer caseloads. Each officer presents his or her caseload each week. This allows the JTDC team an opportunity to review case information regularly and allows the JTDC team staffing to move quickly and efficiently. The JTDC convenes immediately following these meetings. The youth and the family are expected to appear regularly before the Juvenile Treatment Judge. The frequency of appearances is based on the Phase and Level of Supervision, a participant has earned or if the Judge finds it necessary to require additional appearances. Appearances begin weekly until the participant has earned the privileges to have them reduced. Hearings are held with the entire JTDC Team and appropriate service provider(s). Drug Court is convened in the evenings in order to allow for maximum parental participation.

**Monitoring and Evaluation**

**The Travis County Juvenile Probation Department's Research Unit oversees the collection, management, analysis, interpretation of statistical information for evaluation purposes for the JTDC.** Process evaluations are conducted on an ongoing basis that documents both the history of the program's development and progress on implementation of the program. The outcome evaluation is determined by completion of treatment or the drug court program, reduction in positive urine drug screens, reduction in recidivism, increase in school participation and other factors that contribute to the programs success. Data comes from various agency databases and from semi-structured interviews with team members and key court personnel. The evaluation results, including suggestions for improvement indicated by the data, will be shared with the JTDC team to highlight areas of challenge and success. This enables team members to continually assess progress on goals and objectives, identify needed changes in program policies and procedures, and address problematic areas and continue/strengthen program components that are working well.

**Community Partnerships**

**The JTDC has built partnerships with community organizations to expand the range of opportunities available to youth and their families.** The Juvenile Justice Integrated Network (JJIN) has already established a wide variety of relationships in the community. Efforts to increase community links is an on-going activity for the Network which enhances the service provision by leveraging existing services to expand or enhance services. Additional links include but is not limited to: YWCA of Greater Austin provides screening and assessment services while offering specialized services for adolescent females and intervention services for both male and female adolescents; Helping Hands Ministry, which provides access to food, clothing and temporary shelter in a nurturing environment; Substance Abuse Planning Partnership is a collaborative effort of substance abuse treatment providers designed to meet the needs of the citizens of Travis County; Neighborhood Housing Services of Austin provides opportunities for affordable housing and down payment assistance and Eastside Story is a neighborhood youth service organization providing vocational training, tutorial services, computer training and alternative activities to youth.

**Comprehensive Treatment Planning**

**The JTDC tailor interventions to the complex and varied needs of youth and their families.** Services to youth in the JTDC are provided through the Juvenile Justice Integrated Network, a coordinated continuum of care. The Network is an integration of multiple providers that are able to meet many service needs of the youth and family. The programs offer a full continuum of on-site services, family services, education and counseling for adolescents needing outpatient and

214

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

day or residential treatment. By integrating the treatment levels of each independent treatment program, the Network provides the JTDC a seamless step up/down operation, which ultimately improves the effectiveness and efficiency of treatment.

A key to achieving success is flexibility and responsiveness to the needs of each individual, understanding that “one size does not fit all”, in a treatment regimen. Depending upon the recommendations of the clinicians, each youth and family will have their own goals and plans for treatment. Individualized service plans are developed to help address the myriad of needs presented by the youth and family. Employing strength based concepts, the Network members will seek to utilize family strengths to build competency even though many family units present multiple issues. Comprehensive screening and assessment initiated are completed at TCJPD. Treatment matching occurs through a staffing that is convened weekly with a casework manager. These processes allow treatment and supervision professionals to discuss the findings in the

**Developmentally Appropriate Services**

**The JTDC tailor treatment to the developmental needs of adolescents.** JTDC recognizes that youth have different rates of emotional, cognitive and social development needs. Clinicians, mental health professionals, managers and Juvenile Probation Officers staff and review a variety of assessments to include mental health and substance abuse assessments, social history, school records and discharge summaries from treatment providers to determine the youth’s emotional, cognitive and social development needs in order to make appropriate recommendations for services for each youth.

The goal of each provider in the JJIN includes services to prepare youth to meet the challenges of life upon release, in a productive and healthy way without returning to alcohol and/or other drug (AOD) use or criminal behavior. In order to achieve this goal, services will focus on the following important developmental areas: **Emotional Growth** to promote self-awareness, coping skills and self-esteem. **Cognitive Restructuring** to allow problem-solving, creative thinking and development of a meaningful personal value system. **Social Development** to acquire the ability to appropriately read and respond to social cues, eliminate violent behavior and live within structured environments.

Each treatment program agrees to a drug-free facility and empowers clients to improve their lives and health by helping them maximize their levels of psychological, social, vocational and intellectual functioning. They encourage each client to work toward and reach realistic personal goals. To reach these goals, the providers emphasizes acceptance of responsibility both for ones self and for the good of their peers in treatment.

**Gender Appropriate Services**

**The Substance Abuse Treatment Providers of the Network provide treatment services for adolescents referred from JTDC.** Each treatment provider emphasizes in its programming aspects to ensure that they are gender and age-specific. Recognizing that the changing world of an adolescent requires flexibility, treatment components and group activities are designed to address the need for gender and age-specificity.

**Cultural Competency**

The Travis County Juvenile Probation Department provides monthly training in an effort to increase the information, knowledge, and skills of its workforce. Network partners are offered opportunities to participate in the training and are scheduled training at their site to ensure maximum benefit of learning to manage the strengths of diversity. The training activities responds to how the JTDC effectively responds to differences such as age, gender, sexual orientation, language, customs, literacy, disability and ethnic characteristics.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Many youth in the JTDC Program displays a complex array of issues that affect their involvement and successful participation in the drug court program. Professionals and community-based stakeholders must become knowledgeable about their characteristics and culture to include the always-changing culture of youth. When addressing the multiple issues of diversity, staff must be sensitive and informed enough to know when and how to react to cultural nuances that may be strange or different than their own. Those that participate regularly in the training activities will reflect in their work. Participants will show movement in that they realize personal and organizational weaknesses in cultural competence and demonstrate attempts to improve. They will show that they accept and respect differences and the knowledge base constantly expands which is critical when working in diverse settings.

**Focus on Strengths**

**JTDC maintains a focus on the strengths of youth and their families during program planning and in every interaction between the court and those it serves.** JTDC is a child centered, family focused court that employs strength based concepts throughout the eligibility screening and assessment process; interviewing the youth in order to find out the youth's successes and accomplishments. In weekly court reviews, the team listens attentively to the youth and family, acknowledge their challenges and praise their accomplishments and abilities.

**Family engagement**

**The JTDC recognizes and engages the family as a valued partner in all components of the program.** The Network has developed a comprehensive system of services for the substance abusing juvenile offenders and family members willing to engage themselves in the activities. Included in these services are various levels of substance abuse treatment, mental health, family services and independent case management. The Network has provided an opportunity to analyze youth that enter the Travis County Juvenile Probation Department and identify their needs through the Juvenile Assessment Center (JAC).

Family involvement is critical to the positive outcome for youth. The critical assessment of the home environment must constitute a culturalogical assessment that enhances the JDTC to incorporate the skills, strengths and resiliency of the family and environment. The family inclusion model for the JTDC is part of the strategy employed to motivate youth. Often, the juvenile offender and family feel that they are in an adversarial relation with the juvenile justice system; however, the JTDC accepts the challenge that all stakeholders are part of a team. There should be no "us versus them" attitude. In order to take on this concept effectively, the JTDC must be able to provide a continuum of family based treatment and ancillary services. The JTDC takes advantage of the strengths of the family and family values to enhance outcome with respect to treatment and supervision.

**Educational Linkages**

**Travis County Juvenile Treatment Court coordinates with the school system to ensure that each participant enrolls in and attends an educational program that is appropriate for his or her needs.** Educational services are provided by the Austin Independent School District (AISD) and also participate in the JTDC by helping to integrate educational services into the substance abuse treatment programs and by utilizing its resources to enhance the development of continuity in the area of education. Residential and day treatment programs host the education and vocational programs on-site. Each youth will be screened upon entry to develop an Individual Education Plan with assistance from former teachers and counselors. When a participant completes residential or day treatment, the AISD liaison coordinates with the school district to ensure that each participant enrolls and attends an educational program that is appropriate for his or her needs.

216

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Testing**

**The design of drug testing for the JTDC is frequent, random and observed.** The JTDC participants undergo frequent, random, observed and regular drug testing by the treatment providers and the probation officers. Tests are conducted weekly until a clean specimen is provided which represents the benchmark for the offender. The frequency of testing changes as a result of progress or lack of progress. Drug testing will be administered anytime the juvenile is detained or after adjudication; testing also occurs during weekly probation office visits, randomly after advancement to the second phase of treatment and according to judicial orders. Treatment providers will test at their own discretion.

The process for testing includes instructing the youth to wash hand before specimen collection; and ensuring that same sex staff will observe the juvenile by entering the restroom stall or by standing next to the urinal during collection. The JTDC has procedures in place if a youth challenges a test result.

**Goal Oriented Incentives and Sanctions**

The positive reinforcement valued by participants is embodied in the advancements made in the treatment model. In addition, the valued words of encouragement from the Judge and the recognition and accolades from the peer group and probation officer further demonstrate incentives. Other incentives used by the JTDC include but is not limited to early release from probation, reduced appearances for status hearings and consistent recognition of progress.

**Incentives:** Incentives include advancement in levels of supervision and phases of treatment, certificates, passes to recreational activities, gift cards, recognition from Judge, reductions in drug testing frequency, “stepping-down” into less intense treatment, early discharge from probation.

**Sanctions:** A system of graduated sanctions is utilized to enhance compliance. The foundation for success includes a strong system of support from the judiciary, probation services and to the community-based providers. By developing a fully integrated Network, the juvenile offender will have a better opportunity to reverse the progression of criminal and substance abusing behavior while addressing other social, mental and educational issues. Sanctions will be applied for non-compliance. Criteria for sanctions include continued alcohol and/or drug use, failure to appear for Court, negative behavior, failure to advance through the phases in the treatment program and levels of supervision and missed treatment programs. Treatment providers will apply treatment sanctions as necessary; however, can recommend the need for JTDC sanctions. A wide-range of sanctions are used in order to take into account the nature of substance abusing juvenile offenders. Many times these youth will be defiant as a result of adolescent behavior, as well as the inappropriate thinking and performance in the Network and JTDC program. Therefore, a wide-range of sanctions provides adequate flexibility to ensure that youth are not expelled from the program until sanctions are exhausted. Sanctions include admonishment from the Judge, changes in level of supervision and or treatment, increased drug testing, increased community service, detention (length determined by JTDC team) and termination from JTDC. Participants failing to appear in the JTDC can result in a directive to apprehend (warrant) being issued for arrest. Relapse or continued drug use may require a process of “stepping-up” into a more intense treatment setting to include residential.

**Confidentiality**

**The JTDC confidentiality** is assured through the utilization of the Consent to Release Information Form as required by 42 CFR Part 2 to include USC 290dd-2.

**The six stages of Reclaiming Future Model have been implemented in the juvenile drug court to include screening and assessment; care coordination; treatment initiation;**

27

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**treatment engagement and completion.**

**Initial Screening**

The JTDC has implemented the first stage of the Reclaiming Futures model because Travis County Juvenile Probation Department (TCJPD) screens all eligible youth for potential substance abuse problems as soon as the youth has a referral to the juvenile justice system. Once a youth has been referred to TCJPD, the Intake Unit of the Court Services Division will initiate the data collection activities. The Court Services Division is responsible for addressing the legal needs and initial processing of pre-adjudicated juveniles and their families. The Intake Unit provides twenty-four hour, seven day a week processing of youth referred for Class A and B misdemeanor and felony offenses. Each youth referred to TCJPD will be administered two screening instruments, the Massachusetts Youth Screening Inventory, 2<sup>nd</sup> version (MAYSI-2; Grisso & Barnum, 2000), and the Substance Abuse Use Survey (SUS; Wanberg, 1991). The MAYSI-2 is the mental health-screening instrument mandated for use in all Texas Juvenile Probation Departments beginning September 1, 2001. It indicates need for further assessment of alcohol/substance use, aggression, depression, anxiety, somatic concerns, suicide ideation, and thought disturbance. The SUS is used to identify youth at risk for substance abuse and dependence. Scores from the screening instruments will guide the assessment process, determining whether the focus is on mental health concerns, substance use concerns, both or neither. After the completion of the SUS and the score indicates the need for a Comprehensive Adolescent Severity Inventory (CASI) assessment, the youth is then linked to Juvenile Assessment Center (JAC) services. This linkage typically occurs within the first six hours of being referred to the TCJPD. The Intake Unit determines whether a youth will be detained or released to parents/guardians, which will indicate the need to complete the assessment prior to being released. The information collected during these processes will be used to help ascertain whether or not a youth is eligible for the JTDC. However, it is not until later in this comprehensive assessment process, that a youth is linked to the post adjudication Drug Court. TCJPD will initially serve youth that are adjudicated; therefore, the length of time from arrest or modification to appearance at the JTDC will be less than 20 days.

**Initial Assessment**

The initial assessment is administered to youth in the juvenile justice system whenever an initial screening assessment (SUS) suggests that a youth may have possible substance abuse problems. Indication of substance abuse on the SUS will lead to the administration of a Comprehensive Adolescent Severity Inventory (CASI), a fully automated assessment tool that has been integrated into the Management Information System (MIS). The CASI collects information from several domains and provides a computer generated document that serves as the basis for establishing treatment needs and assesses substance abuse problems as well as the need for additional assessments, which include psychological, psychiatric, primary health care, education and/or family issues. Some of the benefits of the CASI assessment present a holistic view of the youth, including aspects of his/her family, friends, free time activities, educational and vocational goals, substance use and abuse and mental health indicators. The CASI allows for flexibility to include significant data for enhancing the conclusion regarding the needs and strengths of a youth and the family.

The target population will be identified for substance abuses services and participation in the JTDC by the assessment process utilized by Travis County Juvenile Probation Department. Recommendations are provided in preparation for an appearance before the Judge.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

Recommendations from the clinicians may include the Juvenile Treatment Drug Court. The JTDC Screening Team meets weekly to review any recommendations and review potential participants file to ensure they meet the JTDC criteria. If a youth is eligible for the program, this information is presented in court. If the youth is court ordered to participate in the program, the youth will be added to the drug court docket to participate in the program.

**Service Coordination**

**The Substance Abuse Treatment Providers of the Juvenile Justice Integrated Network (JJIN) provides service coordination as a “system of care” for adolescents referred from the JTDC.** Youth that have been assessed and identified as having substance abuse problems are referred to the appropriate services in the JJIN to address their needs. The programs offer a full continuum of on-site services, family services, education and counseling for adolescents needing outpatient and day or residential treatment. By integrating the treatment levels of each independent treatment program, the Network provides the JTDC a seamless step up/down operation, which ultimately improves the effectiveness and efficiency of treatment.

The connecting link which ties all these services together is case management services. Case manager’s serve the family with unconditional positive regard and make consistent efforts to engage the family into the recovery program of the Network participant. An independent vendor, the Youth Advocacy Program (YAP), provides case management services for the Network. A case manager is assigned to help the youth and family navigate through the necessary system of services. The case manager’s client centered and family focused motto, is designed to assist the entire family with accessing necessary services as the offender is moved into the system of services providers. The case management services, provided by YAP for the Network includes varieties of activities which includes but are not limited to: linkage to collateral activities for all family members; advocacy to service agencies on behalf of the youth and family; coordination of all services to include attending weekly staffings with the JTDC team; planning in conjunction with family members and Network partners; and crisis intervention for all family members.

By utilizing a behavioral model, the case manager with Network members identifies and optimizes client strengths to reduce substance abuse and recidivism and to optimize compliance and responsibility to society. The case manager with the JPO will use contacts to assess the client response to treatment services and compliance to levels of supervision. To help address certain cultural nuances, case managers work irregular hours so that families can be met on their terms, either in the home or in a facility.

**Initiation**

**Treatment is initiated immediately after a case has been screened and referred to the JAC.** Each youth entering TCJPD will be screened and if indicated, referred to the JAC for a CASI. The JAC staff makes recommendations for the type of services. The JPO staffs the case with the case work manager. A referral is made to the JJIN for the appropriate level of treatment. An intake date is given to the assigned JPO and services are linked in a short period of time no longer than a week. Therefore, linkage to the JDTC is a rapid process whereby once treatment recommendations are provided to the team and the case is staffed with the JTDC screening team, the amount of time from JTDC screening and the JTDC court review can be within 24 hours. Screenings for the JTDC take place on Tuesdays of each week and court takes place on Wednesday of each week. In most instances, admission to treatment and JTDC occurs almost immediately.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Engagement**

**A youth is engaged in services immediately after being assessed and identified as having substance abuse problems. Engagement is significant and has been incorporated in one of the goals of the JTDC.** One of the goals of the JTDC is to improve substance abuse treatment participation and compliance of juvenile offenders by operating a JTDC in conjunction with the JJIN. The JTDC team meets weekly for staffing prior to weekly reviews and this allows the team to see the engagement level in services for the participants. If a participant is receiving a service from a treatment provider, mental health professional or case management, each service provider has a representative present at the weekly staffing, and they provide oral and written updates to the JTDC team about the level of participation and the number of sessions scheduled and attended by each participant in their programs. This information is reviewed each week by the JTDC team and the compliance level of the participants has increased the outcome in services. This information is tracked in an access database by the Coordinator of the court.

**Completion**

The JTDC uses integrated levels of probation with the phases of substance abuse treatment in order to determine if each client's service plan has been completed. This is one of the advantages of operating a juvenile justice network. In order, for a youth to complete services, it is necessary for them to progress through all levels and phases of both probation and treatment. This also increases the available incentives and the places where youth can be recognized for improved behavior. A participant of the JTDC will graduate upon successful completion of all three levels of supervision and all four phases of the treatment program. Graduation from the program requires that youth receive recommendation of the JTDC team, which typically is based on the aforementioned requirements.

**The Travis County Treatment Drug Court and the Juvenile Justice Integrated Network are currently in operation.** Travis County Juvenile Probation Department is willing to comply with all of the elements in the RFA and to enhance the capacity of our existing juvenile drug court to serve substance abuse offenders through the Reclaiming Futures program model. The activities are incorporated in the Strategic plan for the entire project period:

**Strategic Plan for the project:**

<b>Activities</b>	<b>Timeframe</b>	<b>Person Responsible</b>
Announcement /Application Mental Health Professional	October 2009-November 2009	Director of Assessment Services Division Gail Penney -Chapmond
Interview	November 2009	Travis County Juvenile Probation Human Resources Department
Hiring Recommendation and Authorization to Hire	December 2009	Chief Juvenile Probation Officer- Estela P. Medina
Evaluation	October 2009 (Ongoing)	Evaluator- Lisa Eichelberger
Procurement	October 2009-December 2009	Travis County Purchasing
Appoint drug court/change	October 2009 - Ongoing	Juvenile Drug Court Team

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

team members/ and Adoption of all six elements of the Reclaiming Futures Model		
Grant Acceptance	Within three weeks of the receipt of the Grant Award Notification	Michael Williams
Grant Revenue Certification	Within three weeks of Grant Acceptance	Michael Williams
Grant Budget Loaded into HTE	Within two weeks of the Grant Revenue Certification	Sylvia Mendoza
New slot number assigned for new positions by Grant	Within two weeks of the Grant Revenue Certification	Travis County Juvenile Probation Human Resources
Training for ACRA/ACC and or MET/CBT -5 Model and online learning courses for the Reclaiming Futures learning collaborative. Cross disciplinary orientation and training for system partners.	To be Announced by Grantor	Travis County Clinicians Drug court /change team

The JTDC proposes to serve 60 unduplicated participants annually in fiscal years 09, and FY10, and increase the number of participants by 5 annually in FY11, and FY12 over the entire project period. The increase in services will occur in Day Treatment, community based outpatient and Residential Services to participants. In December of 2007, Travis County Juvenile Probation Department had a reorganization of the department. As a result, the JTDC number of Juvenile Probation Officers staff went from 8 to 3 officers supervising the participants in the program. Therefore, this JTDC proposes to serve 50 unduplicated numbers in order to assure that the participants are supervised appropriately utilizing the Reclaiming Futures model.

Service Provided	Number Served FY 09	Number Served FY 10	Number Served FY 11	Number Served FY 12
JTDC participants	60	60	65	70

Anticipated Outcomes Successful Completion Rates	FY 09	FY 10	FY 11	FY 12
JTDC participants	65%	65%	65%	65%

The target population will be identified, recruited and retained for substance abuses services and participation in the JTDC by the assessment process utilized by Travis County

221

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Juvenile Probation Department.** Each child referred to TCJPD will be administered two screening instruments, the Massachusetts Youth Screening Inventory, 2<sup>nd</sup> version (MA YSI-2; Grisso & Barnum, 2000), and the Substance Abuse Use Survey (SUS; Wanberg, 1991). The MAYSI-2 is the mental health-screening instrument mandated for use in all Texas Juvenile Probation Departments beginning September 1, 2001. It indicates need for further assessment of alcohol/substance use, aggression, depression, anxiety, somatic concerns, suicide ideation, and thought disturbance. The SUS is used to identify youth at risk for substance abuse and dependence. Scores from the screening instruments will guide the assessment process, determining whether the focus is on mental health concerns, substance use concerns, both or neither.

Indication of substance abuse on the SUS will lead to the administration of a Comprehensive Adolescent Severity Inventory (CASI), a fully automated assessment tool that has been integrated into the Management Information System (MIS). The CASI collects information from several domains and provides a computer generated document that serves as the basis for establishing treatment needs and assesses substance abuse problems as well as the need for additional assessments, which include psychological, psychiatric, primary health care, education and/or family issues. Some of the benefits of the CASI assessment present a holistic view of the youth, including aspects of his/her family, friends, free time activities, educational and vocational goals, substance use and abuse and mental health indicators. The CASI allows for flexibility to include significant data for enhancing the conclusion regarding the needs and strengths of a youth and the family.

The GAIN has been implemented and utilized in the Travis County Juvenile Probation Department (TCJPD) since 2007. In September of 2006, Travis County Juvenile Probation Department received a grant from Substance Abuse and Mental Health Services Administration (SAMSHA). One of the requirements was to implement and administer the GAIN assessment. TCJPD currently have clinicians that are certified to administer the GAIN assessment and local trainers at our site.

Recommendations are provided in preparation for an appearance before the Judge. Recommendations from the clinicians may include the Juvenile Treatment Drug Court. The JTDC Screening Team meets weekly to review any recommendations and review potential participants file to ensure they meet the JTDC criteria. If a youth is eligible for the program, this information is presented in court. If the youth is court ordered to participate in the program, the youth will be added to the drug court docket to participate in the program. **Retention** is not much of a challenge in the juvenile justice system as offenders have few options. They will comply and complete the program, or choose to abscond and live on the run or could be institutionalized at the Texas Youth Commission.

**The target population primary language** spoken is English even though a less than a percent speak Spanish only. Interpreters are available for youth and family as required. In Central Texas, known as the "Bible Belt" religious affiliations are directly related to many **value systems** from a variety of ethnic groups. There are several key religious groups however, through a review of assessments it is determined that the majority of youth referred to the Department are typically Catholic or Baptist. Of the youth referred to the Department, 82% are

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

assessed as having a **socioeconomic status** of indigence and are able to receive legal services through the Public Defender's Office.

**Members of the target population help develop application through their direct program feedback.** JTDC graduates and graduates of the Day Treatment Program will be provided opportunities to discuss program satisfaction and to provide any comment that will be helpful to future participants. Also, youth participating in the Day Treatment Program can provide regular programmatic feedback, which is provided to the Day Treatment Program Manager. Also, the relationships with the community based providers such as the independent case management team and the In House Counseling Team is able to convey concerns through the assessment of services on behalf of youth and family members.

The multi-agency Network share common goals and objectives that allows the Treatment Drug Court to reclaim youth and families who are working to end the cycle of substance abuse and delinquent behavior. To that extent, the Treatment Drug Court has developed local leadership capacity in conjunction with the Network and takes advantage of its potent ability to promote partnerships between the juvenile justice system, local treatment providers and other community-based providers that serve and care for the common clientele.

Each grant will be accounted for separately in our financial system by setting up separate fund numbers.

Because the Network is fully integrated all services and activities are **embedded within the existing service delivery system**. The mission statement of the Network describes its purpose "To promote healthy living, encourage individual responsibility, strengthen families and communities, and reduce recidivism." The Travis County Juvenile Probation Department (TCJPD) operates the integrated system of services designed to allow rapid access to alcohol and drug abuse education, intervention and treatment services. The interaction includes rapid and unencumbered linkage to services such as mental health services, social services, case management and health care services for juveniles in Travis County. Ranges of functions performed or provided by the TCJPD include comprehensive screening and assessment, staffings, specialized probation supervision, case management, family services, mental health services and educational/vocational services. The letters of commitment from community organizations will supporting the project is in **Appendix 1. The Travis County Juvenile Probation Department began operating a Juvenile Justice Integrated Network (JJIN) in 1995, so the necessary groundwork has been completed in order for the JTDC to implement this project within 4 months after the grant award.**

Travis County Juvenile Probation Department (TCJPD) is currently in the process of developing new Memorandum of Agreement with the current providers in the JJIN. The following organizations are currently in the JJIN and willing to support this project:

**Association for the Advancement of Mexican-Americans (AAMA)** – Provides residential treatment to both male and female adolescents. The minimum length of treatment is sixty days and the maximum is one hundred and twenty days.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Austin Child Guidance Center (ACGC)** – Provides individual and family counseling, psychological and psychiatric evaluations.

**Austin Travis County Mental Health and Mental Retardation Center – (OSAR)** Provides outreach, screening, assessment and referral services.

**Choosing How I Live Life (CHILL)** – Provides intensive outpatient treatment to both male and female adolescents. The length of treatment is eight weeks. Blended funding from managed care services and the TCJPD.

**Clean Investments Counseling Center (CICC)** – Provides intensive outpatient treatment to both male and female adolescents. The length of treatment is eight weeks. Blended funding through the managed care entity, TCJPD and the State of Texas.

**Creating Lasting Family Connections** – Provides an intensive family enrichment program and comprehensive alcohol and drug abuse prevention. Duration of the program is forty weeks adolescent. Funded by the State of Texas.

**Phoenix Academy** – Provides residential, day and intensive outpatient treatment to the male and female adolescents. The duration of each phase of treatment is approximately four to six months. Funded by the State of Texas.

**Providence** - Provides intensive in-home family services. Funded through the Travis County Juvenile Probation Department.

**Riverside General Hospital** – Provides residential treatment to both male and female adolescents. The minimum length of treatment is sixty days and the maximum is one hundred and twenty days. Funded by the State of Texas.

**Travis County Probation Department (TCJPD)**– Provides intensive day treatment to both male and female adolescents. The length of treatment is three to six months. The TCJPD also provides intensive outpatient treatment for the Spanish speaking population and an eight-week substance abuse education class.

**Youth Advocacy** – Provides independent case management working to meet the ancillary needs of youth and families. Funded through the Travis County Juvenile Probation Department.

**YWCA** – Provides gender specific substance abuse education to the adolescents. The program duration is eight weeks. Funded by the State of Texas.

**Potential barriers to successful conduct of the proposed project** are family participation or lack of, community support, substance abuse and mental health issues. These issues will be overcome by educating the community about the programs and how they can assist the participants and families in the community. Then the JTDC will be able to identify and document community support services, establish processes and procedures for linking juveniles to those services and tracking the participation and outcome of the services provided. Utilizing the

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

strength based approach by empowering and showing the parents how significant their role is in the participant's success.

**The JTDC has a plan to secure resources or obtain support to continue activities at the end of Federal Funding.** Travis County Juvenile Probation Department (TCJPD) will sustain funding by seeking resources from grants, foundations, support and services from community-based organizations through collaborations and by seeking to impact new legislation. General support from community service providers has been established. These providers agree to effectively use their resources to provide a continuum of services and activity for youth in the Drug Court. The providers will continue to request funds to help support the youth in the Drug Court. The Juvenile Justice Integrated Network has demonstrated that sustaining funds can be accomplished by effectively utilizing the existing resources in the community. These resources include mental health, educational and vocational services. The partners of the Network sustain the services provided through the Juvenile Justice Network. It is their role to ensure the availability of services to youth linked to the Network.

**The JTDC uses integrated levels of probation with the phases of substance abuse treatment in order to determine how much of each client's service plan must be completed in order for the plan as a whole to be considered complete.** This is one of the advantages of operating a juvenile justice network. In order, for a youth to complete services, it is necessary for them to progress through all levels and phases of both probation and treatment. This also increases the available incentives and the places where youth can be recognized for improved behavior. A participant of the JTDC will graduate upon successful completion of all three levels of supervision and all four phases of the treatment program.

The process of sustainability is an ongoing effort as demonstrated by Network providers agreeing to ensure that treatment services to the JTDC are sustained. The philosophy for sustaining grant funds is to start the process as soon as an award notice is provided to a grantee agency. Critical to this process are the data from the Drug Court Evaluation Team. The information will serve as a foundation for the advocacy necessary for ensuring juvenile drug courts are included in House Bill 1287, services are funded through publicly funded service programs, and to demonstrate effectiveness to the Travis County Juvenile Probation Department's, Board of Directors. **The SAMSA/CSAT in collaboration with OJJDP funds will complement or leverage funds from other sources.** The Travis County Juvenile Probation Department supports the court with Juvenile Probation Officers, case management services, substance abuse treatment and intervention services and space allocations. The District Attorney funds the prosecutors, the Travis County Juvenile Court funds the drug court Judge and the Public Defenders are funded by the Justice & Public Safety Department of Travis County. JTDC continues to work through other collaborations in order to ensure the provision of services for youth and their families. The Governor's Office, Criminal Justice, Criminal Justice Division through the Juvenile Incentive Accountability Block Grant helps support the activities of the juvenile assessment center. These funds are renewed annually depending on federal allocations.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION D- STAFF AND ORGANIZATIONAL EXPERIENCE**

**Travis County Juvenile Probation Department is capable and an experienced applicant in providing culturally appropriate /competent services.** The TCJPD is the County department responsible for providing public safety while addressing the needs of juvenile offenders, families, and victims of crimes, and assisting parents in collecting and distributing court-ordered child support. The Department accomplishes these objectives through five divisions: Domestic Relations Office, Court Services, Probation Services, Detention Services, and Residential Services.

In 1957, the Department was housed in a re-zoned, two-story single family home. Today, five of the six divisions are housed at the Gardner – Betts Juvenile Justice Center, a \$27 million dollar five building complex located at the original 1957 site.

The Chief Juvenile Probation Officer and the Deputy Chief Juvenile Probation Officer work with all facets of the Travis County community to ensure that juveniles participating in the juvenile probation system receive support and services. This policy applies to all divisions and division directors, who work along side community social services and volunteers on a daily basis to affect change in the lives of the juvenile program participants.

The Gardner – Betts facility utilizes state-of-the-art computer and security systems to operate as efficiently as possible. All staff working directly with the juveniles receive specialized training in CPR and “take-down” techniques; they are also required to attend 16 hours of developmental training per year. Including administrative and operational staff, the Facility and program services are sustained by the efforts of 500 employees.

There are existing contracts with service providers who can expand the amount of services provided to the families of the Juvenile Treatment Drug Court. The Juvenile Justice Integrated Network is a mature system of services that has been collaborating and growing together for over ten years. The Lead Agency, through the Travis County Juvenile Probation Department with a Local Coordinating Committee providing guidance and steering relative to its growth and development manages the processes of the Network. **Other service providers and their organization capabilities are provided in Appendix 1.**

JTDC has the requisite training, experience, and **cultural sensitivity** to provide services to the target population. The training for the JTDC team is significant and taking place on a regular basis to enhance staff development.

**The Travis County Juvenile Probation Department provides monthly Diversity training in an effort to increase information, knowledge, and skills of its workforce.** Network partners, and JTDC team members are offered opportunities to participate in the training and training is scheduled at their site to ensure maximum benefit of learning to manage the strengths of diversity. **The training activities responds to how the JTDC effectively responds to differences such as language, age, gender, sexual orientation, disability, literacy, and ethnic, racial and cultural factors of the target population.** The Diversity Training is an ongoing effort that is headed by the Probation Services Director who is also the Director for the Day treatment program and Juvenile Probation Officers for the JTDC.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

***Proposed Staffing Plan***

<b>TCJPD Staff</b>	<b>Level of Effort</b>	<b>Role</b>	<b>Responsibilities</b>
Deputy Chief Juvenile Probation Officer	5%	Supervisory	Oversees Director of Assessment Services, and Administrative Services
Director of Assessment Services Division	5%	Supervisory	Supervises the Drug Court Coordinator
Drug Court Coordinator	100%	Management	Oversees the daily operations of the JTDC.
Social Services Program Coordinator	100%	Management	Oversees the daily operations of the Day treatment program.
Mental Health Professional /	100%	Direct Care	Will conduct assessments on participants in the JTDC and Day treatment program, monitor and conduct groups and individual counseling sessions.
Evaluator	100%	Management	Oversees the Research Unit and produce statistical reports pertinent to state and federal regulations.

**Key staff is identified in Section H and job descriptions will be included.** The racial ethnic characteristics of the key staff African American, Anglo, and Hispanic and **they all represent the target population in the community.** The Hispanic staff is bilingual and all of the staff members are bicultural individuals. They are all qualified to serve this population.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

***Equipment and Facilities***

The JTDC operates at the Travis County Juvenile Probation Department. The Travis County Day treatment program operates at 8011 B Cameron Road Austin, Texas 78754. This facility is equipped with classrooms, computers, copier, fax machine, desktop telephones, and furniture in the common area. These amenities will be available for use by the JTDC and the Day treatment counselors and the mental health professional.

All of the facilities and locations that will provide services to the amenable target population are adequate, accessible, and compliant with the Americans with Disabilities Act (ADA).

**SECTION E- Performance Assessment and Data**

**The Travis County Juvenile Probation Department’s Research Unit will oversee the Plan for the collection, management, analysis, interpretation and reporting as required.** JTDC will be able to collect and report on required juvenile drug court component and substance abuse treatment performance measures as specified in the RFA. The Juvenile Drug Court Coordinator has already been trained on the GPRA tool and is currently administering the tool to JTDC participants. The client outcome portion of the data collection will rely primarily on responses obtained from the GPRA. Data will be collected at baseline, six months after baseline; 12 months after baseline with regularly scheduled GPRA follow up. Data regarding the client’s current status will be gathered utilizing the GPRA format during contacts and provided to the Drug Court Coordinator for compilation. There will not be a problem for this site to implement and develop program design that will facilitate the gathering of data on the required performance measures.

The Research Unit is **responsible for ensuring data collection and report on any performance measures established in the RFA.** The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. The GAIN has been implemented and administered to youth in the JTDC and additional data can be drawn from through Chestnut Behavioral, the owners of the GAIN. This site has three GAIN local trainers that are certified that have been administering the GAIN assessment. The Research Unit will explore this aspect of data collection and be prepared to analyze this data as well.

Information will be collected from participants, staff and client interviews, case record reviews, staff and client/family focus groups. The information collected will be utilized to constantly assess the project implementation and level of performance in order to institute modifications necessary to assure the highest level of quality care.

**Data Collection:**

<i>Target Population</i>	Baseline information about the juveniles served including race, age, gender, criminal history, mental health status, school status, living environment, and substance abuse issues will be collected.
<i>Screening and Assessment</i>	Evaluation will monitor screening and assessment procedures and instruments, including noting changes in either procedures or instruments and assessing perceptions of the appropriateness of these procedures and instruments

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

<i>Case Processing</i>	Evaluation will report and note changes in the point at which the program intervenes.
<i>Program Length</i>	Evaluation will include data regarding the length of program and the average length of time in the program
<i>Urinalysis Testing</i>	Evaluation will report and note changes in who conducts urinalysis tests, how frequently tests are conducted, drugs tested for and whether tests are done randomly.
<i>Treatment Resources</i>	Evaluation will report and note changes in services provided and by whom, specific treatment modalities used, to what extent and when residential services are used, other service interventions provided, gender or cultural specific services offered and aftercare provided.
<i>Ancillary Services</i>	Evaluation will report and note changes in the ancillary services provided and the coordination of referrals to those services.
<i>Impact on substance abusing behavior</i>	To determine whether trends exist that suggest progress by participants in overcoming their drug use, evaluation will gather data on drug test results and how these may differ by phase of participants' treatment.
<i>Impact on participants' life circumstances</i>	Evaluation will gather data to monitor changes in participants' educational performance, employment status, and, if possible, the family's involvement in treatment and changes in family status.
<i>Implementation</i>	Evaluation will monitor and note progress on implementation of the program, specifically changes in program design and reasons for the changes, whether implementation follows the design time-line and reasons for any variations, changes in goals and objectives, problem areas, team member concerns about the program, and recommendations to improve problematic areas.
<i>Mission</i>	Evaluation will monitor program's adherence to their mission and whether all team members have the same interpretation of the team's mission.
<i>Attitudes and knowledge of team members</i>	Through semi-structured interviews with key court personnel and team members, the evaluators will collect data on their knowledge and attitudes toward the programs and the participants. Evaluation will also monitor training efforts.
<i>Behavior</i>	Data will be gathered to determine if juveniles participating in the program continue to be referred to the Department for offenses during and after program participation. Data will also be collected to determine if juveniles remain in the community or are committed to state correctional institutions. Data will be collected to determine if juveniles are successfully completing treatment goals and objectives.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The following data will be collected from the identified sources:

Number of persons admitted to the program	Microsoft Access Database
Characteristics of persons admitted to the program	This will be gathered from the Microsoft Access Database and Caseworker. This data includes the Substance Use Survey (SUS), the Comprehensive Adolescent Severity Inventory for Adolescents (CASI-A), a Risk Assessment, a Needs Assessment, date of referral, age, gender, race, family status, employment status, educational level, current charge(s), criminal history, mental health data, nature and severity of substance abuse problem. GAIN assessment.
Treatment recommendations and record of treatment regimen followed by each participant	Treatment recommendations can be gathered from a Microsoft Access database. Treatment providers in the Network monitor the services they provide.
Number of participants currently active in the program, duration of time in program, principal types of treatment being provided.	Microsoft Access Database
Number and characteristics of persons who successfully complete the program	Microsoft Access Database
Number and characteristics of persons who have been terminated from the program, reasons for termination, and length of time in the program prior to termination.	Microsoft Access Database
Re-referral during program participation and for 6 and 12 months after, including types of referrals	Caseworker
Urinalysis Results	Microsoft Access Database

**The following is the plan for conducting the performance assessment for the substance abuse treatment component. Process and Outcome Evaluations** will utilize existing data sources. The Process component will focus on the general issues of program and service delivery. The key question that will drive the process component is whether the services are expanded and enhanced as proposed are provided.

**The Process evaluation** will focus on the general issues of program and service delivery. **The key question that will drive the process component is whether the right programs and**

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**services are being provided to the right populations, in the right amounts, in the right environments. Obviously, there are local or specific issues, concerns, constraints, requirements, and restrictions that are unique to the juvenile justice population. The identification of these locally specific circumstances will be a large focus of the evaluation. Process will focus on how well implementation matched the plan, the deviations that occurred and what led to those deviations, the impact felt.**

The Outcome evaluation will begin with the integration GPRA outcome measures and any other data required by SAMHSA. The local outcome evaluation may add measures to this baseline set. Outcome will assess the effect of the treatment provided through the model programs, associated factors both programmatic and individual while determining any subsequent offense history a year after completion of probation. Examples of additions may include but are not limited to:

- Family parental status, relations
- Peer influence on crime and substance use
- Academic performance
- Other behavior problems
- Subsequent offenses
- More on mental health status

**Fidelity** is assessed by the comparison of the Program goals and objectives, the timeline for meeting the goals and objectives, and the extent to which each goal and objective has been met. In cases where goals and objectives are not met as expected then challenges and barriers to goal attainment will be identified. The Research Unit may utilize Fidelity rating instruments administered to staff and clients to determine level of adherence to program goals and objectives.

**Per –Person or Unit Cost of the project to be implemented:**

**SAMHSA Substance Abuse Treatment**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 1)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$ 16,415	60 cases	\$ 16,415	Annual Travel, Training, and Seminar cost per youth served/ \$274
<b>Total Direct Costs for Travel, Training, and Seminars:</b>	<b>\$ 16,415</b>	<b>60 cases</b>	<b>\$ 16,415</b>	<b>\$274 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program: (year 1)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 179,487	60	\$ 179,487	Substance Abuse Treatment Services cost per youth served/ \$2,292 per person.
<b>Total costs contractual services:</b>	<b>\$ 179,487</b>	<b>60 cases</b>	<b>\$ 179,487</b>	<b>\$2,292 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Indirect Costs (2% of budget) (year 1)</b>	\$ 3,918	60	\$ 3,918	Indirect cost tied to youth in program/\$65 per person
<b>Total costs indirect:</b>	<b>\$ 3,918</b>	<b>60 cases</b>	<b>\$ 3,918</b>	<b>\$65 per person</b>
<b>Grand total</b>	<b>\$ 199,820</b>			

232

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 2)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$ 16,415	60	\$ 16,415	Annual Travel, Training, and Seminar cost per youth served/ \$274
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 16,415</b>	<b>60 cases</b>	<b>\$ 16,415</b>	<b>\$274 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program: (year 2)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 179,487	60	\$ 179,487	Substance Abuse Treatment Services cost per youth served/ \$2,292 per person.
<b>Total costs contractual services</b>	<b>\$ 179,487</b>	<b>60 cases</b>	<b>\$ 179,487</b>	<b>\$2,292 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Indirect Costs (2% of budget) (year 2)</b>	\$ 3,918	60	\$ 3,918	Indirect cost tied to youth in program/\$65 per person
<b>Total costs indirect</b>	<b>\$ 3,918</b>	<b>60 cases</b>	<b>\$ 3,918</b>	<b>\$65 per person</b>
<b>Grand total</b>	<b>\$ 199,820</b>			

233

38

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 3)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$ 13,962	65	\$ 13,962	Annual Travel, Training, and Seminar cost per youth served/ \$214
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 13,962</b>	<b>65 cases</b>	<b>\$ 13,962</b>	<b>\$214 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program (year 3)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 181,887	65	\$ 181,887	Substance Abuse Treatment Services cost per youth served/ \$2,798 per person.
<b>Total costs contractual services</b>	<b>\$ 181,887</b>	<b>65 cases</b>	<b>\$ 181,887</b>	<b>\$2,798 per person.</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Indirect Costs (2% of budget) (year 3)</b>	\$ 3,917	65	\$ 3,917	Indirect cost tied to youth in program/\$60 per person
<b>Total costs indirect</b>	<b>\$ 3,917</b>	<b>65 cases</b>	<b>\$ 3,917</b>	<b>\$60 per person</b>
<b>Grand total</b>	<b>\$ 199,766</b>			

**SAMHSA Drug Court Costs**

Programs	Projected Expenditures	# Served	Total Cost	Cost per person
<b>Direct Costs (year 4)</b>				
Costs for Travel, Training and Seminars <i>(Serving 60 additional cases for Substance Abuse services.)</i>	\$13,962	70	\$ 13,962	Annual Travel, Training, and Seminar cost per youth served/ \$200
<b>Total Direct Costs for Travel, Training, and Seminars</b>	<b>\$ 13,962</b>	<b>70 cases</b>	<b>\$ 13,962</b>	<b>\$200 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Contractual Services Program: (year 4)</b>				
Substance Abuse Treatment Services <i>(Contractual services to include residential treatment, intensive outpatient treatment, individual therapy, and case management services.)</i>	\$ 182,087	70	\$ 182,087	Substance Abuse Treatment Services cost per youth served/ \$2,601 per person.
<b>Total costs contractual services</b>	<b>\$ 182,087</b>	<b>70 cases</b>	<b>\$ 182,087</b>	<b>\$2,601 per person</b>

Programs	Projected Expenditures	# Served	Total Cost	Cost per month
<b>Indirect Costs (2% of budget) (year 4)</b>	\$ 3,921	70	\$ 3,921	Indirect cost tied to youth in program/\$56 per person
<b>Total costs</b>	<b>\$ 3,921</b>	<b>70 cases</b>	<b>\$ 3,921</b>	<b>\$56 per person</b>
<b>Grand total</b>	<b>\$ 199,970</b>			

235

46

## SECTION F- LITERATURE CITATIONS

Center for Substance Abuse Treatment. *Substance Abuse Treatment for Persons with Co-occurring Disorders*. Treatment Improvement Protocol (TIP) Series 42 DHHS Publication number (SMA) 05-3992. Rockville, MD: Substance Abuse Mental Health Services Administration, 2005.

*Counselor's Manual for Relapse Prevention with Chemically Dependent Criminal Offenders* Technical Assistance Publication Series 19, DHHS Publication No. (SMA) 96-3115, Printed 1996.

Center for Substance Abuse Treatment. *Integrating Substance Abuse Treatment and Vocational Services Treatment Improvement Protocol* (TIP) Series 38, DHHS Publication No. (SMA) 02-3746, Rockville, MD: Substance Abuse Mental Health Services Administration, 2000

Center for Substance Abuse Treatment. *Substance Abuse Treatment and Family Therapy. Treatment Improvement Protocol* (TIP) Series 39 DHHS Publication No. (SMA) 05-4006 Rockville, MD: Substance Abuse Mental Health Services Administration, 2000

Center for Substance Abuse Treatment *Substance Abuse Clinical Issues in Intensive Outpatient Treatment, Treatment Improvement Protocol* (TIP) Series 47 DHHS Publication No. (SMA) 06-4182 Rockville, MD: Substance Abuse Mental Health Services Administration, 2006

*Enhancing Motivation for Change in Substance Abuse Treatment*. TIP 35 (1999) NCADI # BKD342

*Screening and Assessing Adolescents for Substance Abuse Disorders*. TIP 31 (1999) NCADI # BKD342

*Comprehensive Case Management for Substance Abuse Treatment*. TIP (1998) NCADI # BKD306

*Treatment Drug Courts: Integrating Substance Abuse Treatment With Legal Case Processing*. TIP 23 (1996) NCADI # BKD205

*Assessment and Treatment of Patients With Coexisting Mental Illness and Alcohol and other Drug Abuse*. TIP 9(1994) NCADI # BKD 134

*The Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescent Cannabis Users: 7 Sessions of Cognitive Behavioral Therapy for Adolescent Cannabis Users*. . CYT Cannabis Youth Treatment Series Vol. 2 (2002) NCADI # BKD385

*Family Support Network for Adolescent Cannabis Users*. CYT Cannabis Youth Treatment Series Vol. 3 (2001) NCADI # BKD386

*Motivational Enhancement Therapy and Cognitive Behavioral Therapy for Adolescents Cannabis Users: 5 Sessions*. CYT Cannabis Youth Treatment Series Vol. 1 (2001) NCADI # BKD384

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION G: BUDGET JUSTIFICATION, EXISTING RESOURCES, OTHER SUPPORT**

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**BRIEF BUDGET NARRATIVE**

Travis County Juvenile Probation is requesting \$424,979 in federal funds over a four year period. These funds will be used for our **Travis County Juvenile Drug Court Treatment Court (JTDC)**.

**The following key items to be funded:**

- **Social Services Coordinator and Office Specialist-** The Care Coordinator is to assist in developing a unique treatment plan for each youth in the program (working with the community partners within the Justice Integrated Network (JJIN)). The Office Specialist will assist the program by tracking grant performance measures as well as assist in day to day operations.
- **Supplies-** Office supplies are for day to day operations. Bus Passes are to assist youth in transportation to various treatment sessions, drug court appearances, etc. Incentives to encourage attendance and maintain treatment goals. These will be non-monetary rewards which may include gift cards Target, McDonalds, Regal Cinema, etc.
- **Juvenile Drug Treatment Court Coordinator-** **This staff member will be the required match of 25% for \$141,667.** The Juvenile Drug Treatment Court Coordinator is responsible to coordinating all JTDC activity and works directly with the Judge to ensure that dockets are prepared. Also, reviews all data and ensure that notifications of weekly reviews are provided to all appropriate staff.

**Budget Worksheet attached.**

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: OJJDP Drug Court FY09-FY13**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<p><i>The Social Services Coordinator will e JPO will develop treatment plan encompassing the youth's mental health assessments. The Care Coordinator's is to assist in developing a unique treatment plan for each youth in the program (working with community partners within the Justice Integrated Network (JJIN)) and to match individual needs of the youth to services available in the community. The Office Specialist will assist in the program (Also any required new reporting required during the grant); by tracking grant performance measures as well as assist in day to day operations. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i></p>		
<b>Total</b>		<b>\$295,491</b>
<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<p><b>A 10% increase for hospitalization in year three to meet with County standards.</b></p>		
<b>Total</b>		<b>\$112,555</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$408,046</b>

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**OJJDP Drug Court FY09-FY13 (continued)**

<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
<b>Total</b>		<b>\$8,333</b>

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**OJJDP Drug Court FY09-FY13 (continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>

241

**Other Budget Information  
Travis County Juvenile Probation's Application-4 year Cash Forecast  
OJJDP Drug Court**

<b>OBJECT CLASS CATEGORIES</b>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Social Services program coordinator	\$58,573	\$60,373	\$62,224	\$0	
Office Secretary	\$27,253	\$28,122	\$29,014	\$29,932	
	<u>\$85,826</u>	<u>\$88,494</u>	<u>\$91,238</u>	<u>\$29,932</u>	<u>\$295,491</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Social Services program coordinator	\$19,167	\$19,521	\$20,641	\$0	
Office Secretary	\$12,683	\$12,844	\$13,764	\$13,934	
	<u>\$31,850</u>	<u>\$32,365</u>	<u>\$34,405</u>	<u>\$13,934</u>	<u>\$112,555</u>
<b>Total Personnel</b>	<u>\$117,676</u>	<u>\$120,860</u>	<u>\$125,644</u>	<u>\$43,867</u>	<u>\$408,046</u>
<b>C. Supplies</b>					
Office Supplies	\$275	\$275	\$275	\$275	
Incentive Vouchers	\$1,500	\$1,500	\$1,500	\$1,500	
Bus Passes	\$375	\$375	\$375	\$375	
	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$8,600</u>
<b>Total Direct Charges</b>	<u>\$119,826</u>	<u>\$123,010</u>	<u>\$127,794</u>	<u>\$46,017</u>	<u>\$416,646</u>
<b>Total Indirect Charges</b>	<u>\$2,397</u>	<u>\$2,460</u>	<u>\$2,556</u>	<u>\$920</u>	<u>\$8,333</u>
<b>Total</b>	<u>\$122,222</u>	<u>\$125,470</u>	<u>\$130,350</u>	<u>\$46,937</u>	<u>\$424,979</u>

Categories	
Personnel	\$408,045
Operating costs	\$8,600
Capital Equipment	\$0
Indirect costs	\$8,334
<b>Total</b>	<u>\$424,979</u>

2 FTE's year 1-3; year 4 1 FTE

242

L7

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**BRIEF BUDGET NARRATIVE**

Travis County Juvenile Probation is requesting \$799,376 in federal funds over a four year period. These funds will be used for our **Travis County Substance abuse Treatment program which will adhere to the Reclaiming Future Model.**

**The following key items to be funded:**

- **Travel and Training-** This budget will allow for the required Traveling, education costs, and certification of 5 clinical staff (one supervisor). Also, this will be to training two staff for the MEBT/CBY training and certification. The departments have additional dollars for other required training which may include the GAIN.
- **Contractual-**Providers are an integral part of the six stage of the Reclaiming Future Model and will be providing the treatment component to the Drug Court. We will be working with Juvenile Justice Integrated Network (JJIN) to include residential treatment, intensive outpatient treatment, individual treatment and case management services. Rates will be determine as we implement these services.

**Budget Worksheet attached.**

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**BUDGET DETAIL WORKSHEET: Drug Treatment FY09-FY13**

<b>A. Travel</b>				
Purpose of Travel	Location	Item	Computation	Cost
CRA/ACC Clinical Training (year 1)	TBD	Airfare	\$400 x 5 staff	2,000
CRA/ACC Clinical Training (year 1)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
CRA/ACC Clinical Training (year 1)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
CRA/ACC Clinical Training (year 1)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
MET training (year 1)	TBD	Airfare	\$400 x 2 staff	800
		Hotel Accommodations	\$200 x 3 nights x 2 staff	1,200
MET training (year 1)	TBD	Meals Per Diem	\$34 x 3 days x 2 staff	204
MET training (year 1)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
Training (TBD) (year 2)	TBD	Airfare	\$400 x 2 staff	800
		Hotel Accommodations	\$200 x 3 nights x 2 staff	1,200
Training (TBD) (year 2)	TBD	Meals Per Diem	\$34 x 3 days x 2 staff	204
Training (TBD) (year 2)	TBD	Ground Transportation	\$33 x 3 days + \$150 gas	249
Clinical Training (year 2)	TBD	Airfare	\$400 x 5 staff	2,000
Clinical Training (year 2)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 2)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 2)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
Clinical Training (year 3)	TBD	Airfare	\$400 x 5 staff	2,000
Clinical Training (year 3)	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 3)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 3)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
Clinical Training (year 4)	TBD	Airfare	\$400 x 5 staff	2,000
	TBD	Hotel Accommodations	\$200 x 4 nights x 5 staff	4,000
Clinical Training (year 4)	TBD	Meals Per Diem	\$34 x 4 days x 5 staff	680
Clinical Training (year 4)	TBD	Ground Transportation	\$33 x 4 days + \$150 gas	282
<b>This is required travel for training and certification of 5 clinical staff (one supervisor). Also training for 2 staff for the MET/CBT training and certification. Additional required training dollars which may include GAIN.</b>				
			<b>Total</b>	<b>\$32,754</b>

Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts

**Drug Treatment FY09-FY13 (Continued)**

<b>B. Consultants/Contracts</b>			
Name of Consultant	Service Provided	Computation	Cost
Substance Abuse Treatment (Year 1)	Provide at least 60 youth in the program with substance abuse treatment.	Rates to be determined.	179,487
Substance Abuse Treatment (Year 2)	Provide at least 60 youth in the program with substance abuse treatment.	Rates to be determined.	179,487
Substance Abuse Treatment (Year 3)	Provide at least 65 youth in the program with substance abuse treatment.	Rates to be determined.	181,887
Substance Abuse Treatment (Year 4)	Provide at least 70 youth in the program with substance abuse treatment.	Rates to be determined.	182,087
<i>Contractual agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will include residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model</i>			
<b>Total</b>			<b>\$722,948</b>

<b>C. Other Costs</b>		
Description	Computation	Cost
TBD (Year 1)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 2)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 3)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
TBD (Year 4)	Education Costs, Certification and Technical Assistance for at least 7 Staff x \$1,000	7,000
<i>These costs are for education, certification, and technical assistance required from the MET/CBT CRA/ACC training sessions.</i>		
<b>Total</b>		<b>\$28,000</b>

245

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Treatment FY09-FY13 (Continued)**

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$195,902 x 2% indirect cost rate	3,918
Indirect Cost (Year 2)	\$195,902 x 2% indirect cost rate	3,918
Indirect Cost (Year 3)	\$195,849 x 2% indirect cost rate	3,917
Indirect Cost (Year 4)	\$196,049 x 2% indirect cost rate	3,921
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		
	<b>Total</b>	<b>\$15,674</b>

246

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**Drug Treatment FY09-FY13 (Continued)**

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$0</b>
<b>B. Fringe Benefits</b>	<b>\$0</b>
<b>C. Travel</b>	<b>\$32,754</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$0</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$722,948</b>
<b>H. Other</b>	<b>\$28,000</b>
<b>Total Direct Costs</b>	<b>\$783,702</b>
<b>I. Indirect Costs</b>	<b>\$15,674</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$799,376</b>
<b>Federal Request</b>	<b>\$799,376</b>
<b>Non-Federal Amount</b>	<b>\$0</b>

**Other Budget Information  
Travis County Juvenile Probation's Application-4 year Cash Forecast  
SAMHSA TREATMENT**

<b>OBJECT CLASS CATEGORIES</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>TOTAL</b>
<b>A. Travel</b>					
BJA training					
Meals for Training	\$884	\$884	\$680	\$680	
Lodging	\$5,200	\$5,200	\$4,000	\$4,000	
Air Fare	\$2,800	\$2,800	\$2,000	\$2,000	
Ground Transportation	\$531	\$531	\$282	\$282	
Mileage	\$0	\$0	\$0	\$0	
	<u>\$9,415</u>	<u>\$9,415</u>	<u>\$6,962</u>	<u>\$6,962</u>	<u>\$32,754</u>
<b>B. Contractual</b>					
Substance Abuse Treatment	\$179,487	\$179,487	\$181,887	\$182,087	
	<u>\$179,487</u>	<u>\$179,487</u>	<u>\$181,887</u>	<u>\$182,087</u>	<u>\$722,948</u>
<b>C. Other</b>					
Seminars/Certifications	\$7,000	\$7,000	\$7,000	\$7,000	
	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$7,000</u>	<u>\$28,000</u>
<b>Total Direct Charges</b>	<u>\$195,902</u>	<u>\$195,902</u>	<u>\$195,849</u>	<u>\$196,049</u>	<u>\$783,702</u>
<b>Total Indirect Charges</b>	<u>\$3,918</u>	<u>\$3,918</u>	<u>\$3,917</u>	<u>\$3,921</u>	<u>\$15,674</u>
<b>Total</b>	<u>\$199,820</u>	<u>\$199,820</u>	<u>\$199,766</u>	<u>\$199,970</u>	<u>\$799,376</u>

Categories	
Personnel	\$0
Operating costs	\$783,702
Capital Equipment	\$0
Indirect costs	\$15,674
<b>Total</b>	<u>\$799,376</u>

53

218

## Juvenile Court Dpt#45

### IV. Indirect Cost Rates

Below is the list of indirect cost rates for each department or office to be used for applying for grants.

Approved by Commissioners Court on September 30, 2008

Dpt #	Department Name	Calculated Rate
01	County Judge	182.78%
02	Commissioner - Precinct 1	50.89%
03	Commissioner - Precinct 2	34.38%
04	Commissioner - Precinct 3	38.25%
05	Commissioner - Precinct 4	34.37%
08	Tax Assessor-Collector	66.31%
13	Exposition Center	0.00%
16	Veterans Service Office	71.15%
18	Agricultural Extension Service	49.72%
19	County Attorney	43.00%
20	County Clerk	44.95%
21	District Clerk	47.92%
22	Civil Courts	36.99%
23	District Attorney	21.44%
24	Criminal Courts	49.34%
25	Probate Court	26.85%
26	Justice of Peace - Precinct 1	40.43%
27	Justice of Peace - Precinct 2	25.27%
28	Justice of Peace - Precinct 3	29.20%
29	Justice of Peace - Precinct 4	33.43%
30	Justice of Peace - Precinct 5	42.81%
31	Constable - Precinct 1	27.97%
32	Constable - Precinct 2	29.04%
33	Constable - Precinct 3	25.58%
34	Constable - Precinct 4	24.55%
35	Constable - Precinct 5	30.67%
37	Sheriff	19.08%
38	Medical Examiner	51.74%
39	Community Supervision & Corrections	17.93%
40	Counseling and Education Services	25.07%
42	Pretrial Services	36.66%
43	Juvenile Public Defender	30.34%
45	Juvenile Court	22.87%
47	Emergency Services	119.20%
49	Transportation and Natural Resources	44.43%
54	Civil Service Commission	24.09%
55	Criminal Justice Planning	25.62%
58	Health and Human Services	44.77%
	<b>Composite Travis County Rate</b>	<b>29.56%</b>

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION H- BIOGRAPHICAL SKETCHES AND JOB DESCRIPTIONS**

**Gail Penney-Chapmond** is the Project Director and the Director of Assessment Services Division of the Travis County Juvenile Probation Department. Ms. Penney-Chapmond manages a budget of over \$2 million and supervises a division of 28 staff, specialized programs and contracts. Ms. Penney Chapmond earned a Masters in Social Work, Social Planning and Administration, from the University of Denver in 1982. She has over 35 years of experience working with adolescents and families at risk, developing and managing programs. Ms. Penney-Chapmond was director of several juvenile residential programs, worked in community mental health and a Psychiatric Unit, worked at the Texas Youth Commission as a Quality Assurance Specialist and was Director of Probation Services. She is active participant in several community collaborations to promote the mental health of Travis County children and youth. These collaborations include the Child and Youth Mental Health Planning Partnership, the Community Partners for Children and a sub committee on the Mayors Mental Health Task Force.

**Kathy Smith** is the Juvenile Treatment Drug Court Coordinator. She has been involved in aspects of the implementation and operation of the JTDC. Mrs. Smith earned her Bachelor of Science in Criminal Justice in 1992 and her Masters of Science in Criminal Justice in 1998 from Southwest Texas State University in San Marcos, Texas. Mrs. Smith has over 17 years of experience in the Criminal Justice and Substance Abuse field. Mrs. Smith has been involved in the implementation of the Travis County Adult Drug Diversion Court. She has been the facilitator for human services and criminal justice conferences. This includes presentations at the Texas Association of Drug Court Professionals Conference, National Association of Drug Court Professionals Conference, Texas Drug Court Conference, Embracing the Family Conference, UMCA of Greater Houston for the Texas in Government Program, Texas Juvenile Probation Commission Joint Criminal Justice and Mental Health Conference, and the Travis County Juvenile Law Seminar, and Juvenile Justice Association of Texas. Mrs. Smith is also an Adjunct Professor, in the Criminal Justice Department, at Huston- Tillotson University in Austin, Texas. Mrs. Smith is a member of the following community organizations: National Association of Drug Court Professionals (NADCP), Board of Director for the Texas Association of Drug Court Professionals, Board of Directors for Travis County Credit Union, Ready by 21 Coalition and Steering Committee, and Austin Independent School District Safe and Drug Free Schools.

**Susie Ruiz** currently serves as the Social Services Coordinator with the Drug Court. She has served in a variety of capacities with the Department. She has provided clinician supervision to the Travis County Juvenile Probation Department's secured component of the Residential and Detention Services and day treatment program. She has over 30 years of experience working with families and youth in high risk environmental situations. Mrs. Ruiz has participated in two National research projects and has been recognized for her supervision of independent case management with high-risk populations. In addition, she has served as a Director of Adolescent Services for substance abuse residential, day and outpatient treatment. Her experience has led to be her being selected to be a SAMHSA peer grant reviewer for several grant applications and to participate in a National Research Evidence Based Conference for Mrs. Ruiz, earned her Bachelors from Southwest Texas State University, a Masters in Social Work from the University of Houston and a Doctorate of Jurisprudence from Texas Southern University. She is a Licensed Master Social Worker in the State of Texas and has certifications as Field Instructor for the

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

University of Texas, a Certified Forensic Counselor and certifications in Domestic Relations Mediations.

**Lisa Eichelberger** is a Planning Manager with the Administration Services Division for Travis County Juvenile Probation Department. Her principal responsibilities include managing the evaluation of programs and services, producing statistical and operational reports, developing business and technical plans, and educating staff on data management, usage, and quality assurance. She has been in the field of juvenile justice for fifteen years performing tasks related to research, data collection, database development and management, technical consulting, training, and policy development. She holds an Associate degree in social work and is currently finalizing a bachelor's degree in Computer System Management at St Edwards University.

**Travis County Human Resources Management Department  
Job Description**

**Job Title: Social Services Program  
Coordinator**

**Job Code: 15564**

**Pay Grade: 15**

**Effective Date: 7/01/03**

**SUMMARY OF FUNCTION:**

Coordinates all phases of activities and functions associated with a social services program or programs. Performs consultative, technical and administrative work in the planning, development, coordination, implementation and monitoring of a program. Ensures that program goals and objectives are accomplished in accordance with established priorities. Analyzes program issues, completes policy and program analysis, conducts program research and presents program-related training and education. Typically supervises additional program staff.

**DISTINGUISHING CHARACTERISTICS:**

This classification is in a series of social services classes. This class is responsible for coordinating, participating in and monitoring the activities and functions of a social services program or programs. This class is distinguished from a Social Services Manager which has responsibility for an entire work unit. The Social Services Program Coordinator typically coordinates larger and more complex programs than a specialist, senior or lead staff position. This classification may require a flexible work schedule in order to meet the needs of the department.

**EXAMPLES OF WORK PERFORMED:**

	Essential (E) or Non- Essential (N)
• Coordinates, supervises, trains, monitors and evaluates program activities and staff.	E
• Plans, develops and recommends new or revised programs and goals and objectives.	E
• Develops and schedules program work plans, oversees daily operations and coordinates program activities.	E
• Determines, or assists in determining program priorities.	E
• Evaluates program effectiveness to develop improved methods. Devises evaluation methodology and coordinates implementation. Analyzes results and recommends or takes appropriate action.	E
• Monitors and approves program expenditures within established budget. May prepare or assist in preparing proposals for funding or funding continuation.	E
• Serves as technical consultant for program and related policy and provides technical and problem solving assistance on program services. Participates in providing program services to clients.	E
• Analyzes and reviews analyses of program and program policy issues.	E
• Prepares periodic reports, financial analyses and statistical reports on program activities and program progress.	E
• Serves as liaison with, and resource for community outreach and advocacy groups, service providers and others. Coordinates, improves and stimulates interest in the program and recruits program participants.	E
• Plans, develops and conducts program-related educational sessions and training. Speaks to community and other groups.	E
• Performs other job-related duties as assigned.	N

**QUALIFICATION REQUIREMENTS:**

**Education and experience equivalent to:**

Bachelor's degree in social or behavioral science or field related to program area AND five (5) years experience in social services or field related to program area including experience coordinating a program.

**License:**

Possession of a valid Texas Driver's License may be required.  
Licensed Chemical Dependency Counselor (LCDC) OR Qualified Credentialed Counselor (QCC) may be required.  
Licensed Social Worker (LSW) OR Licensed Master Social Worker (LMSW) may be required.

7/01/03

57

252

**Travis County Human Resources Management Department  
Job Description DRAFT**

**Job Title: Office Specialist**

**Job Code: 10795**

**Pay Grade: 10**

**Effective Date: 09/16/06**

**SUMMARY OF FUNCTION:**

Under moderate supervision, performs moderately complex clerical and administrative support tasks involving some independent judgment. Applying functional and specialized knowledge, performs a variety of administrative, technical or analytical work of a specialized nature in furtherance of department mission. Performs research and analysis. Performs general office functions. Provides direction and information to the public on department and County procedures, regulations and policies. Maintains effective document, file, and record retrieval systems.

**DISTINGUISHING CHARACTERISTICS:**

This is the second in a series of three general clerical classifications. It is distinguished from the Office Assistant in that work requires specialized functional knowledge with independent decision-making within established limits. It is distinguished from the Office Specialist Senior in that incumbents typically have less experience, specialized knowledge and responsibility.

**EXAMPLES OF WORK PERFORMED:**

- Applies functional knowledge to analyze and respond to matters requiring basic knowledge of department policies and procedures. Performs research and analysis in furtherance of program and department goals. Gathers information and statistical data. Creates databases and generates reports using spreadsheets, databases and word processing and presentation software.
- Performs general office functions. Writes and prepares correspondence. Performs and conducts research and interpretation of data. Proofs documents and performs quality control reviews. Opens and distributes incoming mail, prepares mail outs and maintains mailing lists. Maintains office schedules and appointments. Makes copies, does filing and sends faxes. Performs data entry on a regular basis. Schedules meetings, conferences and facilities. May assist with department personnel functions. Performs general office activities such as ensuring facility availability, opens and closes doors, assists in administrative staff support; participates in complex/technical administrative projects with staff as directed. Assists with specialized or difficult work activities of subordinates or other staff members. Responds to technical administrative questions and ensures necessary follow-up.
- Provides direction and information to the public on department and County procedures, regulations and policies. Records transactions and maintains manual and computerized journal entries. Processes financial reports including receipts, claims, and disbursements. Receives, posts and issues receipts for fee payments or other charges and submits monies and pertinent information to appropriate departments.
- Maintains effective document, file, and record retrieval systems. Maintains accountability for paper and electronic files. Creates, compiles, retrieves and disseminates information using computer and paper files. May be responsible for record storage. May maintain records and files for microfilming. May be responsible for scanning documents and managing indexed files.
- May translate for Spanish speaking clients; serves as a notary public; orders and purchases office supplies.
- Performs other job-related duties as assigned.

**QUALIFICATION REQUIREMENTS:**

**Education and experience equivalent to:**

High School diploma or G.E.D. AND three (3) years of responsible office/clerical experience including the operation of modern office procedures, methods, and computer equipment to include word processing, spreadsheets, databases and a variety of software packages.

**Preferred:**

Proficient at speaking English, Spanish and/or sign language.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Knowledge of:**

- Modern office/clerical practices, procedures, and methods.
- Computer software including word processing, spreadsheets, databases and a variety of other software packages.
- Business English, spelling, basic arithmetic, business letter writing, grammar, punctuation, and report preparation.
- Customer service etiquette.

09/16/06

58

253

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

**SECTION I: Confidentiality and SAMSHA Participant Protection/Human Subjects**

**Confidentiality and participant protection** is assured through the utilization of the Consent to Release Information Form as required by 42 CFR Part 2 to include USC 290dd-2.

**Protect Clients and Staff from Potential Risks**

**Travis County Juvenile Probation Department protects clients and staff from potential risks.** A potential risk is that for some youth, answering questions about their substance abuse and social functioning may cause distress if their functioning falls short of their own standards. Along with this risk comes the potential benefit that youth may benefit from the cathartic effects associated with telling their story to an attentive listener. Because no serious risks are inherent in this data collection project, the potential social benefits from increased knowledge about interventions with substance abusing juvenile offenders clearly outweigh the risks.

The **protection of clients and staff** is adequate as it relates to foreseeable physical, medical, psychological, social, legal, or other risks or adverse affects. The Department has measures in place to ensure that clients are protected. The Department currently complies with 42 CFR Part 2 guidelines as it relates to confidentiality of Alcohol and Drug Abuse Patient Records. The Department has developed a consent form for the release of confidential information for clients being screened or referred to any program in the Juvenile Justice Integrated Network. The consent form lists all the information that can be disclosed and shared among the Network agencies that are listed in Section one of the consent form. The consent form also informs the client the purpose and the need of the disclosure with the reference to 42 CFR Part 2. The consent form is attached for review in **Appendix 3**.

The Travis County Juvenile Probation Department policies and procedures specifically address Juvenile Research Issues, Confidentiality of files and release of information, and Management and Supervisory Responsibilities. This is a form of protection for staff and clients that will be also followed in conjunction with the consent form to minimize or protect participants against potential risks, including risk to confidentiality.

The Juvenile Probation Officers are required to have mandatory training each year to protect themselves from potential risks. The following is a list of the training that is relevant for adverse affects: CPR and Standard First Aid, Cultural Diversity, Handle with Care Physical Restraints/ Self Defense, Multiple Topic Training, and Officers Safety. Ongoing training in all of these areas will protect the officers and other clients in the program.

**Fair Selection of Participants**

The Department has a **fair selection of participants** based on the criteria of the program. Further, the JTDC currently serves post-adjudicated youth and their families with misdemeanor or felony charges. The target population is juvenile offenders with non-violent or drug related offenses. Some misdemeanor assault cases, such as fighting at school, will also be accepted. The following is the eligibility criteria for the program:

- Youth between 13.6 to 17 years old.

254

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

- No prior adjudication or pending charge for felony violence, weapons or guns.
- The level of treatment must be Intensive Outpatient or Day Treatment
- Drug use must be driving the misconduct.
- Reasons for exclusion include having been adjudicated for a felony sex crime, severe mental or emotional problems, major gang affiliations or lacking motivation for behavioral change. These offenders require other specialized intervention between the court and service system.
- The JTDC will not accept first time offenders unless they are eligible for the Texas Youth Commission (Felony Charge). The first time offenders need the opportunity to receive services in the community first.

**Absence of Coercion**

Participation in the JTDC is not voluntary. Each participant is court ordered to participate in the program.

The participants in the program are awarded incentives for complying with the conditions of probation as well as rules of the program. This site would like to be able to provide incentives such as gift cards that do not exceed the amount of \$20.00 to participants to meet necessary programmatic and performance assessment goals of the grant.

**Data Collection:**

Information will be collected from participants, staff and client interviews, case record reviews, staff and client/family focus groups. The information collected will be utilized to constantly assess the project implementation and level of performance in order to institute modifications necessary to assure the highest level of quality care.

**The types of specimen that will be used are urine.** The JTDC JPO, treatment providers, TCJPD nursing staff, administers Redwood Redicup with six panel urine drug screens to the participants in the program. The types of drugs that are screened are marijuana, cocaine, benzodiazepine, opiates, methamphetamine or phencyclidine (pcp). **The material will be used for evaluation and assessment purposes.** The process for testing includes instructing the youth to wash hand before specimen collection; and ensuring that same sex staff will observe the juvenile by entering the restroom stall or by standing next to the urinal during collection. **TCJPD has a policy and procedure on how to administer urinalysis to the participants to ensure safety of participants.**

**Data Collection instruments and interview protocols are found in Appendix 2.**

The Travis County Juvenile Probation Department's Research Unit will follow standard procedures including dedicated, password entry computer for Program data entry and analysis. Data quality will be addressed via random sampling of 20% of cases for visual review to detect data entry errors and response errors. Errors will be corrected, and if more than 10% of the samples cases reflect errors, the data collection and data entry protocol will be reviewed and modified accordingly.

*Travis County Juvenile Probation Department – Grants to Expand Substance Abuse Treatment Capacity for Juvenile Drug Courts*

The Research unit also provides reports on Department activity pertinent to state and federal regulations. The Research Unit manages data stored in the caseworker system, Microsoft Access databases and obtains information through queries and running reports. Mrs. Eichelberger, will collect data, set up databases, to track information, analyze data, and prepare preliminary evaluation reports of this program that are consistent with the goals of the GPRA and be responsible for the final evaluation report.

Data will be collected at several points beginning with the Intake process. In addition to the general intake information that is recorded every referral to TCJPD, information from the Substance Abuse Survey (SUS) –IA2, the MAYSI-2 Questionnaire<sup>3</sup> and the CASI 4 (Comprehensive Adolescent Severity Inventory, Version 1) and GAIN will also be entered and tracked.

The evaluator will routinely analyze data entered and will run queries that will produce reports on the information required to meet the requirements of the Government Performance and Results Act (GPRA).

**BUDGET DETAIL WORKSHEET**

<b>A. Personnel</b>		
Name/Position	Computation	Cost
Social Services Coordinator	2440.56 x 24 (pay periods) (100% devoted to grant) (Year 1)	58,573
Social Services Coordinator	2515.52 x 24 (pay periods) (100% devoted to grant) (Year 2)	60,373
Social Services Coordinator	2592.66 x 24 (pay periods) (100% devoted to grant) (Year 3)	62,224
Office Specialist	1135.54 x 24 (pay periods) (100% devoted to grant) (Year 1)	27,253
Office Specialist	1171.74 x 24 (pay periods) (100% devoted to grant) (Year 2)	28,122
Office Specialist	1208.94 x 24 (pay periods) (100% devoted to grant) (Year 3)	29,014
Office Specialist	1247.18 x 24 (pay periods) (100% devoted to grant) (Year 4)	29,932
<i>The Social Services Coordinator will be administering assessments on participants in the Juvenile Treatment Drug Court and the Day Enrichment program, monitoring and conducting groups and individual counseling sessions. The Office Specialist will be entering data from the GPRA tool and performance measures of the drug court and assisting in the day to day operations of the Juvenile Treatment Drug Court and the Day Enrichment Program. A 3% cost of living/performance-based increase has been calculated for year two through four. The county will have to locate other local, state and federal resources to pay for the coordinators' year four salary.</i>		
<b>Total</b>		<b>\$295,491</b>

<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Social Services Coordinator	77,740 x 24.655% = 19,167 (Year 1)	19,167
Social Services Coordinator	79,894 x 24.434% = 19,521 (Year 2)	19,521
Social Services Coordinator	82,865 x 24.909% = 20,641 (Year 3)	20,641
Office Specialist	39,936 x 31.758% = 12,683 (Year 1)	12,683
Office Specialist	40,965 x 31.353% = 12,844 (Year 2)	12,844
Office Specialist	42,779 x 32.175% = 13,764 (Year 3)	13,764
Office Specialist	43,867 x 31.765 = 13,935 (Year 4)	13,935
<i>A 10% increase for hospitalization in year three to meet with County standards. Include in the benefits rate is the total FICA, hospitalization, retirement, workers comp, life insurance, and Medicare costs established for staff by the County.</i>		
<b>Total</b>		<b>\$112,555</b>

<b>Total Personnel and Fringe Benefits</b>	<b>\$408,046</b>
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<b>E. Supplies</b>		
Supply Items	Computation	Cost
Office Supplies (Year 1)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 2)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 3)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Office Supplies (Year 4)	(Pencils, paper, staplers, day to day operations, bus passes, etc.)	275
Bus Passes (Year 1)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 2)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 3)	Approximately 333 passes @ \$1.50 for 12 months	375
Bus Passes (Year 4)	Approximately 333 passes @ \$1.50 for 12 months	375
Incentives (Year 1)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 2)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 3)	Approximately \$20 per youth served x 75 youth.	1,500
Incentives (Year 4)	Approximately \$20 per youth served x 75 youth.	1,500
<i>Office supplies will be used for the daily operations of the program. County established budget for employee supplies. This will include notebooks, folders, paper, toner, etc. Bus Passes are to assist Juveniles in transportation to various treatment sessions, Drug Court appearances, etc. Incentives for to encourage attendance and maintain treatment goals. This will include gift cards from Target, McDonalds, HEB, Regal Cinema's (movie passes).</i>		
<b>Total</b>		<b>\$8,600</b>

<b>I. Indirect Costs</b>		
Description	Computation	Cost
Indirect Cost (Year 1)	\$265,199 x 2% indirect cost rate	2,397
Indirect Cost (Year 2)	\$261,722 x 2% indirect cost rate	2,460
Indirect Cost (Year 3)	\$261,722 x 2% indirect cost rate	2,556
Indirect Cost (Year 4)	\$261,722 x 2% indirect cost rate	920
<i>The indirect cost covers administrative expenses related to program management. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>		

<b>Total</b>	<b>\$8,333</b>
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<b>A. Personnel -Travis County match with staff</b>		
Name/Position	Computation	Cost
Case Work Manager	2482.64 x 24 (pay periods) (100% devoted to grant) (Year 1) x .4287 match rate	25,543.41
Case Work Manager	2556.30 x 24 (pay periods) (100% devoted to grant) (Year 2) x .4287 match rate	26,301.26
Case Work Manager	2634.66 x 24 (pay periods) (100% devoted to grant) (Year 3) x .4287 match rate	27,107.50
Case Work Manager	2714.64 x 24 (pay periods) (100% devoted to grant) (Year 4)*.4287 match rate	27,930.39
<i>The Casework Manager oversees the Juvenile Drug Treatment Program. The Casework Manager is responsible for monitoring the operation of the court, coordinating all of the court activity, supervising drug court staff, participating in the drug court staffing meetings and weekly court reviews, overseeing contracts with service providers, maintaining data on the drug court operations, communicating with legal staff, government officials and social service agencies in the Juvenile Justice Integrated Network. A 3% cost of living/performance-based increase has been calculated for year two through four. The match rate of .4287 is the percentage of the managers' total salary to meet the grant match requirements.</i>		
<b>Total</b>		<b>\$106,882</b>

<b>B. Fringe Benefits</b>		
Name/Position	Computation	Cost
Case Work Manager	78,949.44 x 24.53% benefit rate = 19,366.02 (Year 1) x .4287 match rate	8,302.21
Case Work Manager	81,062.08 x 24.32% benefit rate = 19,714.30 (Year 2) x .4287 match rate	8,451.52
Case Work Manager	84,064.78 x 24.79% benefit rate = 20,839.66 (Year 3) x .4287 match rate	8,933.96
Case Work Manager	86,404.60 x 24.56% benefit rate = 21,220.97 (Year 4) x .4287 match rate	9,097.43
<i>A 10% increase for hospitalization in year three to meet with County standards. Include in the benefits rate is the total FICA, hospitalization, retirement, workers comp, life insurance, and Medicare costs established for staff by the County. The match rate of .4287 is the percentage of the managers' total benefits to meet the grant match requirements.</i>		
<b>Total</b>		<b>\$34,785</b>
<b>Total Personnel and Fringe Benefits</b>		<b>\$141,667</b>

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$295,491</b>
<b>B. Fringe Benefits</b>	<b>\$112,555</b>
<b>C. Travel</b>	<b>\$0</b>
<b>D. Equipment</b>	<b>\$0</b>
<b>E. Supplies</b>	<b>\$8,600</b>
<b>F. Construction</b>	<b>\$0</b>
<b>G. Consultants/Contracts</b>	<b>\$0</b>
<b>H. Other</b>	<b>\$0</b>
<b>Total Direct Costs</b>	<b>\$416,646</b>
<b>I. Indirect Costs</b>	<b>\$8,333</b>
<b>Total Federal Project Costs</b>	<b>\$424,979</b>
<b>Federal Request</b>	<b>\$424,979</b>
<b>Non-Federal Amount</b>	<b>\$141,667</b>
<b>Total Project Cost</b>	<b>\$556,646</b>



**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**OJJDP Drug Court**

OBJECT CLASS CATEGORIES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Social Services program coordinator	\$58,573	\$60,373	\$62,224	\$0	
Office Secretary	\$27,253	\$28,122	\$29,014	\$29,932	
	<u>\$85,826</u>	<u>\$88,494</u>	<u>\$91,238</u>	<u>\$29,932</u>	<u>\$295,491</u>
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Social Services program coordinator	\$19,167	\$19,521	\$20,641	\$0	
Office Secretary	\$12,683	\$12,844	\$13,764	\$13,934	
	<u>\$31,850</u>	<u>\$32,365</u>	<u>\$34,405</u>	<u>\$13,934</u>	<u>\$112,555</u>
<b>Total Personnel</b>	<u><b>\$117,676</b></u>	<u><b>\$120,860</b></u>	<u><b>\$125,644</b></u>	<u><b>\$43,867</b></u>	<u><b>\$408,046</b></u>
<b>C. Supplies</b>					
Office Supplies	\$275	\$275	\$275	\$275	
Incentive Vouchers	\$1,500	\$1,500	\$1,500	\$1,500	
Bus Passes	\$375	\$375	\$375	\$375	
	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$2,150</u>	<u>\$8,600</u>
<b>Total Direct Charges</b>	<u>\$119,826</u>	<u>\$123,010</u>	<u>\$127,794</u>	<u>\$46,017</u>	<u>\$416,646</u>
<b>Total Indirect Charges</b>	<u>\$2,397</u>	<u>\$2,460</u>	<u>\$2,556</u>	<u>\$920</u>	<u>\$8,333</u>
<b>Federal grant dollars</b>	<u>\$122,222</u>	<u>\$125,470</u>	<u>\$130,350</u>	<u>\$46,937</u>	<u>\$424,979</u>

2010

**Other Budget Information**  
**Travis County Juvenile Probation's Application-4 year Cash Forecast**  
**OJDP Drug Court**

OBJECT CLASS CATEGORIES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<u>Applicant Matched Dollars</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
<b>A. Personnel ( year 1 ) Assume COLA year 2-4 midpoint</b>					
Case Work Manager	\$25,543	\$26,301	\$27,107	\$27,930	
	<u>\$25,543</u>	<u>\$26,301</u>	<u>\$27,107</u>	<u>\$27,930</u>	\$106,882
<b>B. Fringe Benefits (Assume 3% COLA year 2-4; Year three 10% increase on hospitalization.) midpoint</b>					
Case Work Manager	\$8,302	\$8,452	\$8,934	\$9,097	
	<u>\$8,302</u>	<u>\$8,452</u>	<u>\$8,934</u>	<u>\$9,097</u>	\$34,785
<b>Total Match</b>	<u><b>\$33,846</b></u>	<u><b>\$34,753</b></u>	<u><b>\$36,041</b></u>	<u><b>\$37,028</b></u>	<u><b>\$141,667</b></u>
<b>Total Grant Application</b>	<u><b>\$156,068</b></u>	<u><b>\$160,222</b></u>	<u><b>\$166,391</b></u>	<u><b>\$83,965</b></u>	<u><b>\$566,646</b></u>

Categories	
Personnel	\$408,046
Operating costs	\$8,600
Capital Equipment	\$0
indirect costs	\$8,333
Match	<u>\$141,667</u>
<b>Total funds</b>	<u><b>\$566,646</b></u>

2/10/2

### GRANT SUMMARY SHEET

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

<b>Department/Division:</b>	Sheriff
<b>Contact Person:</b>	Michael G Hemby 783
<b>Title:</b>	Planning Manager
<b>Phone Number:</b>	854-4924

<b>Grant Title:</b>	2007 Byrne Justice Assistance Grant (JAG)		
<b>Grant Period:</b>	<b>From:</b>	10/1/2006	<b>To:</b> 3/31/2011
<b>Grantor:</b>	US Department of Justice		

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	<b>TOTAL</b>
Personnel:						0
Operating:						0
Capital Equipment:	203,845.50					203,845.50
Indirect Costs:						0
<b>Total:</b>	203,845.50	0	0	0	0	203,845.50
FTEs:						0.00

Performance Measures	Projected FY 08 Measure	Progress To Date:				Projected FY 09 Measure
		12/31/07	3/31/08	6/31/08	9/30/08	
Applicable Depart. Measures	100%					
Comply with statutes						
Reduce Liability Exposure						
Measures For Grant						
Comply with statutes	100%					
Reduce Liability Exposure						

<b>Auditor's Office Contract Approval:</b> <input checked="" type="checkbox"/>	Staff Initials: <u>  MN  </u>
<b>Auditor's Office Comments:</b>	

**PBO Recommendation:**

PBO concurs with approval of this time extension.

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

The original proposal for the use of the 2007 JAG grant was to implement a pilot project for an upgrade to our mobile data and emergency response capabilities for our law enforcement units. However, in the last several months we have worked with the County ITS department on our digital video car-camera projects and have learned that we have a severe deficiency in storage infrastructure for our traffic stop video. This video is an integral part of our compliance with the racial profiling statute in the State of Texas as well as valuable evidence used to protect our staff, the agency and the county against false liability claims.

Thus, while we still wish to pilot some upgrades to our mobile data unit capacity, we are compelled to redirect these grant funds to the upgrade of our IT infrastructure that is necessary to download and store our traffic stop video from the patrol units in the Sheriff's Office.

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

TCSO will provide for project management in conjunction with county IT staff support.

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.

None required.

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

No – Not allowed by grant rules.

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

The county is not obligated to continue this program in the future. However, various state regulations require the maintenance of tapes or footage related to traffic stops.

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

This is not a new program but necessary infrastructure to support and enhance current efforts.

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.

265

This program will support our current operations and will allow for the storage of evidentiary footage of traffic stops which serve to maintain compliance with state law and to reduce false liability claims against the county.



**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

JIM SYLVESTER  
Chief Deputy

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**October 11, 2010**

**MEMORANDUM**

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Sarah Eckhardt, Commissioner, Precinct 2  
Honorable Karen Huber, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

**FROM:** Michael G Hemby 783, Planning Manager 

**SUBJECT:** 2007 Justice Assistance Grant (JAG) - Interlocal Amendment Number Two

Attached you will find a modification to the interlocal agreement between the City of Austin and Travis County for the **Federal Bureau of Justice Assistance Justice Assistance Grant for 2007**. The original interlocal was approved by Commissioner's Court on October 9<sup>th</sup>, 2007 under item 7a.

The original termination date on this grant was September 30, 2010. However, BJA has granted an extension of until March 31, 2011 for us to expend the funds as we had an e-citation project that the procurement was delayed on and we needed additional time.

This amendment will simply extend the terms of the interlocal between the county and the city to allow for the expenditure of these funds. Requisitions for those expenditures have already been forwarded to our internal purchasing office for execution.

Thus, your consideration and approval of this technical modification and amendment would be appreciated. This matter is also set to go before the Austin City Council for execution.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: PBO, Co Atty, Co Auditor

267

AMENDMENT NUMBER TWO  
TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN  
AND COUNTY OF TRAVIS  
2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Amendment Number Two to the Interlocal Agreement Between the City of Austin and County of Travis, 2007 Byrne Justice Assistance Grant (JAG) Program Award (“Amendment Number One”) is entered into by and between the following parties: Travis County, Texas, a political subdivision of the State of Texas (“County”), and the City of Austin, a Home Rule City primarily located in Travis County, Texas (“City”), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in 2007, City and County entered into an interlocal agreement entitled “Interlocal Agreement Between the City of Austin and County of Travis, 2007 Byrne Justice Assistance Grant (JAG) Program Award,” (“Agreement”); and,

WHEREAS, CITY AND COUNTY desire to amend the Agreement so that expiration date of the grant period will be changed from September 30, 2010 to March 31, 2011 to allow Travis County to complete the 2007 JAG funded projects under the approved six month project extension period.

NOW, THEREFORE, in consideration of the above premises, the Parties approve this Amendment Number Two to the Agreement as follows:

1. Section 2 of the Agreement is amended to read as follows:

COUNTY agrees to use \$203,845.50 for the JAG Program during the grant period from October 1, 2006 until March 31, 2011 for allowable grant expenses.

2. Section 3 of the Agreement is amended to read as follows:

The Initial Term of this Interlocal Agreement shall begin when it has been approved and signed by both parties and shall continue through March 31, 2011. As a joint applicant for JAG funding, the County agrees to provide the City with any and all County financial and programmatic information required the Bureau of Justice Assistance necessary to fulfillment of the City’s duties, as fiscal agent, in meeting federal reporting requirements. Upon receipt of an invoice, the City will reimburse the County for JAG project expenses in an amount not to exceed \$203,845.50.

3. Except for the changes made in this Amendment Number Two, all other terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment Number Two shall be effective upon execution by both parties.

CITY OF AUSTIN

COUNTY OF TRAVIS

\_\_\_\_\_  
Marc A. Ott, City Manager

\_\_\_\_\_  
Samuel T. Biscoe, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



28

RECEIVED  
COUNTY JUDGE'S OFFICE

10 OCT 18 PM 3:56 # \_\_\_\_\_

**Travis County Commissioners Court Agenda Request**

Voting Session: October 26, 2010  
(Date)

Work Session: \_\_\_\_\_  
(Date)

I. A. Request made by: WLG Sherman / Rosemary Linn Phone #: 854-9522  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE DISTRICT ATTORNEY'S  
FY10 CHAPTER 59 ASSET FORFEITURE REPORT.

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this  
Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials' names and telephone numbers that might  
be affected or involved with the request. Send a copy of this Agenda Request and  
backup to them:

- James Connolly, Assistant County Attorney (854-9415)
- David Jungerman, Auditor's Office (854-9125)
- Mack Kreps, Auditor's Office (854-9125)

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (854-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget Grant
- Human Resources Department (854-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure



**Rosemary Lehmborg** ★ **Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

**MEMORANDUM**

**TO:** Travis County Judge and Commissioners

**FROM:** Vicki Skinner, District Attorney's Office *Vicki Skinner for Rosemary Lehmborg*

**DATE:** October 18, 2010

**SUBJECT:** FY2010 Chapter 59 Asset Forfeiture Report by Attorney Representing the State

The District Attorney's Office requests approval of the FY2010 Chapter 59 Asset Forfeiture Report.

Chapter 59.06 of the Code of Criminal Procedure requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt and specific expenditure of all such proceeds and property in an audit. The audit is to be performed annually by the Commissioners Court or governing body of a municipality, as appropriate and is completed on a form provided by the Office of the Attorney General. The attached report was audited by the Travis County Auditor's Office.

cc: Jim Connolly, Assistant County Attorney  
David Jungerman, Auditor's Office  
Mack Kreps, Auditor's Office

# \_\_\_\_\_

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Voting Session: October 26, 2010  
(Date)

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- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item budget Grant
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- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (854-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (854-9415)
- Contract, Agreement, Policy & Procedure



Updated 10/22/2010, 11:50 a.m.

**Rosemary Lehmborg** ★ **Travis County District Attorney**  
P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

**MEMORANDUM**

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cc: Jim Connolly, Assistant County Attorney  
David Jungerman, Auditor's Office  
Mack Kreps, Auditor's Office

**FY 2010 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State**

Agency Name: Travis County District Attorney Reporting Period: 9/1/09 - 08/31/10  
(example: 9/1/09- 08/31/10)

Agency Mailing Address: P.O. Box 1748  
Austin, TX 78767

County: Travis

Phone number: 512-854-9400

Email Address: district.attorney@co.travis.tx.us (This should be a permanent agency email address)

**NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR**

**I. SEIZED FUNDS**

<p>A) Beginning Balance .....</p> <p><b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g. a police department's account.</p>	<p><u>\$ 1,551,807</u></p>
<p>B) Seizures During Reporting Period:</p> <p>1) Amount Seized By Employees of Your Agency.....</p> <p><b>Instructions:</b> Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.</p>	<p><u>\$ 60,928</u></p>
<p>2) Amount Seized by Other Agencies .....</p> <p><b>Instructions:</b> Include only amounts seized by other agencies in your jurisdiction and which have been transferred to your office for custody pending forfeiture.</p>	<p><u>\$ 514,715</u></p>
<p>C) Forfeiture Petitions Filed For All Agencies You Represent .....</p> <p><b>Instructions:</b> Enter the total amount of seized funds for which forfeiture petitions were filed during the reporting period. Do not include amounts seized if a petition has not been filed. Note: this may include all or part of the funds listed in B above due to the 30 day limitations period on filing petitions. (This should be a currency amount, for example \$1,000).</p>	<p><u>\$ 575,643</u></p>
<p>D) Forfeitures Pending For All Agencies You Represent .....</p> <p><b>Instructions:</b> Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example \$1,000).</p>	<p><u>\$ 1,361,378</u></p>
<p>E) Interest Earned on Seized Funds During Reporting Period .....</p> <p><b>Instructions:</b> Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.</p>	<p><u>\$ 406</u></p>
<p>F) Amount Returned To Defendants.....</p> <p><b>Instructions:</b> If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.</p>	<p><u>\$ 395,748</u></p>

G) Ending Balance.....  
**Instructions:** Add lines A, B(1), B(2) and E, subtract line F, place total in line G. \$ 1,732,108

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**II. FORFEITED FUNDS**

A) Beginning Balance .....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but have not yet been received by your agency. \$ 539,248

---

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement .....  
**Instructions:** Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment. \$ 692,866

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1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement.....  
**Instructions:** Do not include amounts forfeited but not yet transferred to these agencies. Include interest that has been forfeited as part of the judgment. \$ 175,445

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2) Amount Forfeited and Received by Your Agency.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Include interest that was forfeited as part of the judgment. \$ 121,674

---

C) Interest Earned on Forfeited Funds During Reporting Period .....  
**Instructions:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest amounts that were reported in line B2 above. Do not include interest earned if funds are on deposit in an account that does not belong to your agency. \$ 568

---

D) Proceeds Received by Your Agency From Sale of Forfeited Property .....  
**Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary. \$ 0

---

E) Total Expenditures of Forfeited Funds During Reporting Period .....  
**Instructions:** From Total on Section VI. \$ 80,160

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F) Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)).....  
\$ 0

---

G) Ending Balance.....  
**Instructions:** Add lines A, B(2), C and D, subtract lines E and F, place total in line G \$ 581,330

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**III. OTHER PROPERTY**

**Instructions:** List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold list under "Proceeds Received by Your Agency from Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS (Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Pending for all agencies at beginning of reporting period:					
Seized by your agency during reporting period:	1	1			1 *
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					
Put into service by your agency during reporting period:					
Pending for all agencies at end of reporting period:					

\* 2002 Mastercraft Pleasure Boat

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....
- B) Real Property (the number of separate parcels of property, not a currency amount).....

- C) Computers (the number of computers, not a currency amount)..... \_\_\_\_\_
- D) Firearms (the number of firearms, not a currency amount)..... \_\_\_\_\_
- E) Other (the number of items not a currency amount)..... \_\_\_\_\_

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

A)	Total Salaries Paid out of Chapter 59 Funds.....	\$ 62,964
	1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).....	\$
	2. Salary Budgeted Solely From Forfeited Funds.....	\$ 62,964
	3. Number of employees Paid Using Forfeiture Funds.....	1
B)	Total Overtime Paid out of Chapter 59 Funds.....	\$
	1. For employees Budgeted by Governing Body.....	\$
	2. For Employees Budgeted Solely out of Forfeiture Funds.....	\$
	3. Number of employees Paid Using Forfeiture Funds.....	_____
C)	Total Equipment Paid for with Chapter 59 Funds.....	\$ 4,737
	1. Vehicles.....	\$
	2. Computers.....	\$
	3. Firearms, Vests, Personal Equipment.....	\$
	4. Furniture.....	\$
	5. Software.....	\$
	6. Maintenance Costs.....	\$
	7. Uniforms.....	\$
	8. K9 Related Costs.....	\$
	9. Other (Provide Detail on Additional Sheet)..... (Pager Rentals).....	\$ 4,737
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$ 4,993
	1. Office Supplies.....	\$ 4,386
	2. Cellular Air Time.....	\$ 607
	3. Internet.....	\$
	4. Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$ 4,320
	1. In State Travel.....	\$
	a) Hotel.....	\$ 2,001

	b) Air Fare .....	\$
	c) Meals (including per diem) .....	\$ 1,223
	d) Car Rental .....	\$
2.	Out of State Travel	
	a) Hotel .....	\$
	b) Air Fare .....	\$
	c) Meals (including per diem) .....	\$
	d) Car Rental .....	\$
3.	Fuel .....	\$
4.	Parking .....	\$ 169
5.	Other (Provide Detail on Additional Sheet) .....(Mileage).....	\$ 927
F)	Total Training Paid Out of Chapter 59 Funds.....	\$ 2,810
	1. Fees (Conferences, Seminars) .....	\$ 60
	2. Materials (Books, CDs, Videos, etc.) .....	\$
	3. Other (Provide Detail on Additional Sheet) .....(Professional Memberships).....	\$ 2,750
G)	Total Investigative Costs Paid Out of Chapter 59 Funds .....	\$ 2,018
	1. Informant Costs .....	\$
	2. Buy Money .....	\$
	3. Lab Expenses .....	\$
	4. Other (Provide Detail on Additional Sheet) .....(Investigative Services).....	\$ 2,018
H)	Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (l), (j), (n)).....	\$
I)	Total Facility Costs Paid Out of Chapter 59 Funds.....	\$
	1. Building Purchase .....	\$
	2. Lease Payments .....	\$
	3. Remodeling .....	\$
	4. Maintenance Costs .....	\$
	5. Utilities .....	\$
	6. Other (Provide Detail on Additional Sheet) .....	\$
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds.....	\$ (13,255)
	1. Court Costs .....	\$ 112
	2. Filing Fees .....	\$ 45
	3. Insurance .....	\$
	4. Witness Fees .....	\$ 4,051

5.	Audit Costs and Fees .....	\$ _____
6.	Other (Provide Detail on Additional Sheet)..... (Contract Employees, Interpreters & Advertising/Public Notices).	\$ (17,463) _____
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)..... <i>Transfers to General Fund per Article 59.06 Code of Criminal Procedures</i>	\$ 11,573 _____
L)	TOTAL EXPENDITURES.....	\$ 80,160 _____

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE  
CERTIFICATIONS NEED TO BE COMPLETED**

**NOTE: ART. 5.06(g)(1)** requires the Commissioners Court to perform the audit.

**CERTIFICATION**

COUNTY JUDGE (Printed Name): Samuel T. Biscoe

SIGNATURE: \_\_\_\_\_

COUNTY: Travis

DATE: \_\_\_\_\_

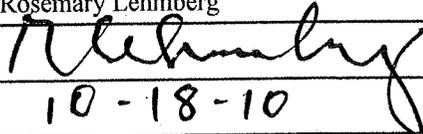
I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

ATTORNEY REPRESENTING THE  
STATE (Printed Name): Rosemary Lehmberg

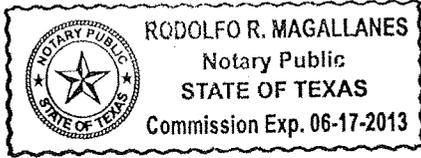
SIGNATURE: 

DATE: 10-18-10

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific

expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 18<sup>th</sup> day of October, 2010.



*Rodolfo R. Magallanes*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**RETURN COMPLETED FORM TO:** Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

[renee.gray@oag.state.tx.us](mailto:renee.gray@oag.state.tx.us)

RECEIVED  
**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**

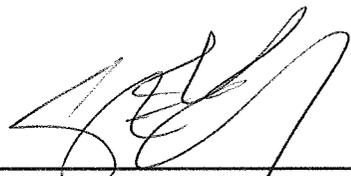
10 OCT 21 AM 0:19  
Please consider the following item for:

**DATE OF VOTING SESSION: October 26, 2010**

**A. REQUEST MADE BY: Commissioner Sarah Eckhardt, Precinct 2**

**B. REQUESTED TEXT:**

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF SARAH DALE ANDERSON TO THE HOUSING AUTHORITY OF TRAVIS COUNTY BOARD OF COMMISSIONERS, TERM EFFECTIVE IMMEDIATELY THROUGH AUGUST 2011. (COMMISSIONER ECKHARDT)



\_\_\_\_\_  
**Commissioner Sarah Eckhardt, Precinct 2**

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

- \_\_\_\_\_ **Additional funding for any department or for any purpose**
- \_\_\_\_\_ **Transfer of existing funds within or between any line item budget**
- \_\_\_\_\_ **Grant**

**PURCHASING OFFICE (854-9700)**

\_\_\_\_\_ **Bid, Purchase Contract, Request for Proposals**

**COUNTY ATTORNEY'S OFFICE (854-9415)**

\_\_\_\_\_ **Contract, Agreement, Policy & Procedure**

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

September 15, 2010

Sarah Eckhardt  
County Commissioner Court – Precinct 2

RE: Housing Authority of Travis County (HATC), Board Commissioner and  
Strategic Housing Finance Corporation (SHFC), Director

Commissioner Eckhardt,

Please consider this letter a formal request to be considered for the Housing Authority of Travis County (HATC), Board Commissioner and Strategic Housing Finance Corporation (SHFC), Director positions that are currently available.

I have been involved with affordable housing in various capacities for the last 14 years -- eight of those years working at the Texas Department of Housing and Community Affairs (TDHCA) in a policy and planning capacity. For my final four years, I served as the Director for the Department's Research, Policy, Planning, and Communications Divisions. As a result I have a high level of understanding of federal, State, and local housing programs – in both single family and multifamily capacities.

In my years at TDHCA I was proud to help set policy on a “macro level” that resulted in critically needed housing for Texans. Eventually though, I found that I wanted to be more involved in the actual production of units. I ended my service with the State to start a consulting firm that specializes in the development of affordable housing, and in particular multifamily apartments. Over the last six years I have helped my clients access approximately \$300,000,000 in equity for affordable developments, resulting in the development and/or rehabilitation of close to 4,500 units of affordable housing all over the State.

I now find that I have the desire to have more of an impact at the local level, and I believe that these positions are a good opportunity for me to use my expertise to help my community.

My goals with regard to service would be to:

- Provide additional affordable housing policy, development, and administration expertise to the organization/s.
- Provide a working knowledge of similar agency administration procedures, including budgeting and performance measurement to the organization/s.

- Provide policy and technical direction to help the organization/s serve the community to the fullest extent possible.

Having served closely with a Governor appointed Board for many years, I am very aware of the commitment required to be an effective Board member, and am committed to serving a complete two-year term and attending 80% or more of the monthly meetings.

Attached you will find a completed Application, resume, Non-Conflict of Interest Affidavit, and professional and personal references. Please call me if you have any questions regarding any of the documents.

Thank you for your consideration to these appointments.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Anderson".

Sarah Anderson  
512-554-4721



## Application for Appointment

Board/Commission: Housing Authority of Travis County (HATC), Board Commissioner and  
Strategic Housing Finance Corporation (SHFC), Director

Name (Last, First, Middle): Anderson, Sarah (Dale)		(Please note that Anderson is my married name, but that it has not been changed legally from Dale.)	
Home Address (Street, City, Zip): 8004 Havenwood Dr., Austin, 78759		Home Phone: 512-554-4721	
Mailing Address (Street, City, Zip): same as above		Cell Phone: 512-554-4721	
Employer: self (S. Anderson Consulting, S2A Development Consulting, LLC)		Email: sarah@sarahandersonconsulting.com	
Occupation: Development Consultant		FAX Number: 512-233-2269	

Are you a Travis County Resident?       Yes       No

What Precinct do you live in?       Precinct 1     Precinct 2  
 Precinct 3     Precinct 4

How much time can you devote each month?       5-8 hours     13-16 hours  
 9-12 hours     More than 16 hours

### Skills and Experience:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Advertising                          | <input checked="" type="checkbox"/> Finance/ Budget | <input checked="" type="checkbox"/> Marketing              |
| <input checked="" type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising               | <input checked="" type="checkbox"/> Operations             |
| <input type="checkbox"/> Child Care                           | <input checked="" type="checkbox"/> Government      | <input checked="" type="checkbox"/> Public Relations       |
| <input checked="" type="checkbox"/> Consulting                | <input type="checkbox"/> Health Care                | <input type="checkbox"/> Public Safety                     |
| <input checked="" type="checkbox"/> Education                 | <input type="checkbox"/> Human Resources            | <input checked="" type="checkbox"/> Public Speaking        |
| <input checked="" type="checkbox"/> Event Planning            | <input type="checkbox"/> Legal                      | <input type="checkbox"/> Sales                             |
|   |   | <input checked="" type="checkbox"/> Writing/ Communication |

Other: \_\_\_Expert in affordable housing finance/development, as well as homebuyer education.  
 Strong working knowledge of most federal, State, and local affordable housing programs  
 including public housing and voucher systems.



## Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

I am currently a Principal of S2A Development Consulting, LLC and the President of S. Anderson Consulting, affordable housing consulting firms specializing in the production of affordable multifamily housing. Prior to opening these consulting firms I was employed by the Texas Department of Housing and Community Affairs (TDHCA) for eight years. My final four years as the Director of the Center for Housing Research, Planning, and Communications. My primary responsibilities included the facilitation of planning and policy initiatives for all TDHCA programs, setting of and reporting on programmatic performance measures to federal and State governmental entities, as well as oversight of the Department's information and publication clearinghouse and the Communication divisions. As a result I have a high level of understanding of federal, State, and local housing programs – in both single family and multifamily capacities.

I would like to have more of an impact at the local level and believe that these positions are a good opportunity for me to use my expertise to help my community.

I am currently a Board member for the Texas Affiliation of Affordable Housing Providers (TAAHP), the trade association for affordable housing/tax credit developers in Texas, and an advisory committee member for the Texas Supportive Housing Coalition

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: Sarah Anderson Date: 9/15/10

**NON-CONFLICT OF INTEREST AFFIDAVIT**

**DEFINITION:**

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Sarah Dale has read and understands the definition shown above as it relates to any possible conflict of interest.

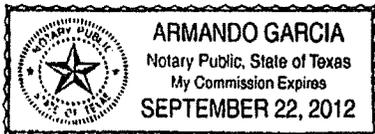
The undersigned makes this affidavit as specified to clearly state that his/her appointment to HATC / SHFC Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 15 day of September 2010.

Sarah Dale  
Signature of Appointee

9/15/10  
Date

Personally appeared before the undersigned, Sarah N Dale, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 15 day of September 2010.



[Signature]  
Notary Public In and for The State of Texas

(seal)

# SARAH DALE ANDERSON

1305 E. 6<sup>th</sup> St., Ste. 12  
Austin, TX 78702  
(512) 554-4721

[www.sarahandersonconsulting.com](http://www.sarahandersonconsulting.com)

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## EXPERIENCE

### November 2004 – Present

S. Anderson Consulting  
**President**

### October 2006 – Present

S2A Development Consulting, LLC  
**Principal**

#### Affordable housing development consulting

- Development strategy including site selection, market analysis, unit mix and affordability determinations, financing option analysis
- Development feasibility analysis including financial analysis and deal structuring
- Application packaging including scoring analysis and full coordination of application materials
- Neighborhood and community relations
- Development and finance team coordination
- Development support/oversight including continued project management of development through construction completion

### October 1996 – November 2004

Texas Department of Housing and Community Affairs

**Director, Center for Housing Research, Planning, and Communications**

*(job titles from 1996-2000 included: technical writer, senior planner, manager)*

- Development of planning documents required for both state and federal funding including the *State of Texas Low Income Housing Plan, TDHCA Housing Sponsor Report, TDHCA Property Inventory, State of Texas Consolidated Plan, TDHCA Strategic Plan, and TDHCA Public Housing Plan.*
- Development of the Department's Regional Allocation Formula, Affordable Housing Needs Score, TDHCA Community Needs Survey, and Statewide Needs Assessment.
- Oversight of the Department's Information Clearinghouse and Communications functions including the Department's web site, newsletter, publications, media relations, as well as consumer information, research, and mapping requests.
- Provide general direction, guidance, and assistance related to housing policies in program area(s). This includes helping to establish goals and objectives that support overall strategies, as well as plan/develop priorities and standards for achieving goals.
- Collecting and Reporting of the Department's performance measures.
- Under the guidance of the Executive Office, in conjunction with agency programs, plan, develop, implement, coordinate, and evaluate Department policies.
- Review results of investigations, audits, research studies, forecasts, and modeling exercises to provide direction and guidance.
- Testify at hearings, and legislative meetings.
- Work with Executive staff in the preparation, development, review, and revision of legislation and develop the agency position regarding legislative impact.
- Ensure that Department programs integrate new state laws and policy directives.
- Represents the agency at business meetings, hearings, legislative sessions, conferences, and seminars or on boards, panels, and committees. This currently includes the following: Promoting Independence Advisory Board, Aging Policy Resource Group, Home of Your Own Coalition, TX PHA Project, the Texas Community Reinvestment Workgroup, the Interagency Rural Workgroup, and the Secretary of State's Colonia Advisory Group.

- Serve on Department advisory groups including the Executive Award Review Advisory Committee, Central Database, IS Planning, and Uniform Application Committees.
- Facilitator for the Department's Disability Advisory Committee and Public Input Workgroup.
- Oversight of Project Access Voucher Program (de-institutionalization of persons with disabilities).
- Development and implementation of TDHCA Capacity Building Program, including the Texas Statewide Homebuyer Education Program (TSHEP) and Regional Development Coordinator (RDC) Initiative.
- Oversight of the Department's Speakers Bureau.
- Oversight of TDHCA consumer complaint processing system.
- Oversight of the CHDO certification process.
- Supervise PHA and general project certification of consistency with the Consolidated Plan.
- Assist with the development of Department budget.
- Preparation of division budget.

September 1995 – July 1996

Larry Peel Builder/Developer

***Development/Sales Coordinator***

- Responsible for on-site coordination of the sales and construction operations at the development of a 50+ unit luxury condominium project.
- Worked with marketing department to develop and implement sales strategies.
- Set finish out standards of quality and coordinated all finish out work.
- Determined schedules for work orders and move-ins.

January 1995 – June 1995

Texas Senate

***Assistant Sergeant at Arms***

- Worked with Senate Health and Human Services and State Affairs Committee staff: Ensured attendance of committee members, maintained committee action reports, and coordinated Senate committee support staff.
- Enforced Senate rules and ensured decorum on the Senate floor and in Senate Committee Hearings.
- Responsible for daily updates to Senate bill books, as well as distribution of legislative bills to Senate offices.

72<sup>nd</sup> Texas Legislative Session

Blue Cross and Blue Shield of Texas, Inc

***Legislative Analyst***

- Monitored Senate and House committees for relevant issues.
- Analyzed legislation and prepared legislative action reports for executive staff.
- General research related to the insurance industry.

## **BUSINESS AFFILIATIONS**

- Board Member: Texas Affiliation of Affordable Housing Providers
- Member: Texas Supportive Housing Coalition.
- Founding Member: Texas Housing Forum and Texas Housing Colloquium

## **EDUCATION**

Mount Holyoke College, South Hadley, MA

- Bachelor of Arts, May 1991

## **Sarah Anderson References**

### **PROFFESIONAL**

Edwina Carrington  
Partner, Reznick Group  
512-494-9100  
[Edwina.Carrington@reznickgroup.com](mailto:Edwina.Carrington@reznickgroup.com)

Royce Mulholland  
The Mulholland Group  
646-246-3217  
[rmulholland@tmg-housing.com](mailto:rmulholland@tmg-housing.com)

Lisa Stephens  
Pinnacle Housing Group  
352-213-8700  
[lisa@pinnaclehousing.com](mailto:lisa@pinnaclehousing.com)

### **PERSONAL**

Sarah Andre  
512-476-2533  
[sarah@s2adevelopment.com](mailto:sarah@s2adevelopment.com)

Judith Dale  
512-698-3222  
[Judith.Dale@house.state.tx.us](mailto:Judith.Dale@house.state.tx.us)

Michael Warner  
512-680-3407  
[Mjwaus@aol.com](mailto:Mjwaus@aol.com)

## **Summary of Project Management Options in Connection with 700 Lavaca Renovations**

County staff met with representatives of public and private entities to discuss the pro's and con's of various project management options in connection with planned renovations to the 700 Lavaca property. The following issues were raised and discussed.

**A. Cost Issues:** A number of factors will determine the cost of outside project management services, including:

1. Scope of outside project management services: portions of building only or entire building? manage alone or in conjunction with internal County departments?
2. Fee structure: percentage of construction cost (estimates range from 1-2% to 5%), fixed fee, NTE, or hourly charge?

The price proposal should be structured carefully and consider: budget, project schedule, project duration, unforeseen conditions.

**B. Chain of Command/Scope of Authority:** If outside project manager ("PM") is used, the following factors will be critical:

1. Clear, pre-determined chain of command: all participants (County – outside PM – design professionals – contractors – consultants) must be able to communicate efficiently and effectively.
2. Clearly delineated scope of authority: PM must understand degree of control he has been granted/not granted.
3. Designated, qualified County representative to whom outside PM reports (for the County, Facilities Management Director) and to serve as primary liaison with the Court.
4. Designated County representative must be granted "high-level" decision-making authority in order to avoid project delays resulting from having to go to Court for discussion/resolution of every project issue that arises.
5. All participants must be committed to project success and able to engage in a cooperative, coordinated effort.

Goal: prompt decision-making and minimization of project delays and scheduling conflicts. In addition, internal County staff must be involved and on-board so that all participants share a commitment to project success.

**C. County's Organizational Structure:** Outside PM must appreciate and be able to accommodate County's internal approval processes and procedures; planning, budgetary and legal restraints and requirements; and other public entity constraints.

Goal: Timely and coordinated project communications and activities.

**D. Factors Important to Project Success:**

1. Some of the planned renovations involve specialized, complex design and construction elements, while other work consists of relatively straightforward and routine build-out. Varied nature of the renovation work will require high degree of coordination and excellent communication.

2. Project involves "first of its type" renovations insofar as property is Class A, occupied commercial office building in downtown, Austin. Carrying out renovations and keeping tenants happy can be challenging.

3. Key considerations in this type of project are budget, expectations, and process; managing all of these factors is critical to project success.

4. Project success will depend on expert management skills, relevant experience (large, technical construction projects), and familiarity with local government constraints and requirements.

E. Travis County FMD Participation in Competitive Procurement: Discouraged for the following reasons:

1. FMD has automatic cost advantage, so not comparing "apples to apples."
2. FMD is prohibited from contributing expertise and skills to selection of PM.
3. Potential morale issues if FMD submits proposal and is not selected.

F. Proposed Compromise:

1. Engage outside PM to manage design and construction of Basement and Floors 1-2 only.
2. Use FMD as primary PM on all tower renovation work.
3. Utilize current property management company as the primary liaison with tenants.
4. Draft Scope of Services so that it clearly sets out the chain of command/scope of authority of outside PM and FMD: Outside PM will report to FMD; FMD will report to Court as needed.
5. Continue design and construction work on tower without delay, as necessary contracts are approved by Court and put in place.
6. Exclude FMD from competitive solicitation of outside PM.

Benefits of this approach: Designed to foster cooperation, coordination, communication. Maximizes efforts to control budget, expectations, process, schedule. Grants to FMD latitude to perform the professional services it has performed many times for Travis County projects, while giving Court the assurance it seeks by having outside PM manage the unique, complex dynamics of this new (for Travis County) type of renovation project on the lower floors. Designed to minimize tenant disruptions.

# Travis County Commissioners' Court Agenda Request

Meeting Date: OCTOBER 26, 2010

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. ADD THE FOLLOWING TO THE TRAVIS COUNTY LEGISLATIVE AGENDA FOR THE 82<sup>ND</sup> TEXAS LEGISLATURE:

A. SUPPORT LEGISLATION AUTHORIZING APPROPRIATE USE OF PUBLIC-PRIVATE PARTNERSHIPS IN FUNDING FOR AND UTILIZATION OF PUBLICLY OWNED AND CONTROLLED FACILITIES.

C. Sponsor: \_\_\_\_\_  
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:

**NONE APPLICABLE.**

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Susan Spataro  
County Auditor  
Phone: 854-9126  
Email: [Susan.Spataro@co.travis.tx.us](mailto:Susan.Spataro@co.travis.tx.us)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

10 OCT 19 PM 4:44  
RECEIVED  
COUNTY CLERK'S OFFICE

Item # \_\_\_\_\_

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

Rodney Rhoades, Executive Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: [rodney.rhoades@co.travis.tx.us](mailto:rodney.rhoades@co.travis.tx.us)

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesdays at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.

## LEGISLATIVE PROPOSAL

**SUMMARY:** SUPPORT LEGISLATION AUTHORIZING APPROPRIATE USE OF PUBLIC-PRIVATE PARTNERSHIPS IN FUNDING FOR AND UTILIZATION OF PUBLICLY OWNED AND CONTROLLED FACILITIES.

**CONTACT:** There should be one contact for all legislation from your department.

**NAME:** APRIL BACON

**TITLE:** CHIEF ASSISTANT COUNTY AUDITOR

**PHONE:** (512) 854-9125 **FAX:** (512) 854-6640

**E-MAIL:** APRIL.BACON@CO.TRAVIS.TX.US

Please return this form to Deece Eckstein,  
Travis County Intergovernmental Relations Office.

**PLEASE NOTE:** Submission of this document is the next step in the legislative process. Your department will be responsible for answering questions regarding your proposal to both Commissioners Court and members of the Legislature.

By submitting this document, your department is agreeing to be responsible for providing (1) information as necessary to IGR, Commissioners Court or the Legislature, and (2) a witness who will appear at each legislative hearing on the proposal. Hearings will be held during the legislative session, January – May 2011. It is sometimes necessary for witnesses to wait several hours for the members to adjourn from the floor of the House or Senate. Hearings have been known to last until the early morning hours.

*Please attach an explanation and analysis of the legislation you would like to propose. In the analysis, please include the following:*

- **BACKGROUND**

*Provide a description of the problem that needs addressing and a brief synopsis of the current state of the law as you understand it.*

County needs increased flexibility in addressing facilities needs to accommodate population growth.

- **PURPOSE**

*Describe the statutory change that you would like to make and how that would solve the problem described above. If possible, name the statutory Code or Act that must be amended. Draft language is welcome, although please understand the language may be changed.*

Auditor will draft Bill.

- **SUPPORT/OPPOSITION**

*Who supports, or will support, this proposal? Who will oppose this proposal?*

TBD.

- **FISCAL ANALYSIS**

*Describe as completely as possible the fiscal impact of the change. Would this change be an additional cost to Travis County, would it save money, or would it be revenue neutral?*

Possibly raise revenues to offset costs.

- **HISTORICAL BACKGROUND**

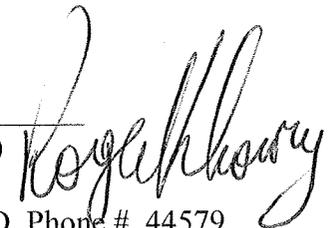
*State whether, to your knowledge, this legislative proposal has been presented before. If so, when and how far in the process did it proceed?*

*Have you consulted with your Executive Manager on this issue? \_\_\_\_\_ YES \_\_\_\_\_ NO*

**Travis County Commissioners Court Agenda Request**

Voting Session October 26, 2010  
(Date)

Work Session \_\_\_\_\_  
(Date)



I. A. Request made by: Roger A. El Khoury, M.S., P.E. Director, FMD Phone # 44579  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

Consider and take appropriate action on request from the Salvation Army to position bell ringers at County facilities during the 2010 campaign. (Exec Session Gov't Code Ann 551.071).

C. Approved by:

\_\_\_\_\_  
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Tenley Aldredge, Assistant County Attorney, (49415)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_\_ Grant

Human Resources Department(854-9165)

- \_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- \_\_\_\_\_ Contract, Agreement, Policy & Procedure

10 OCT 19 AM 10:42

RECEIVED  
COUNTY CLERK'S OFFICE



## FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

### MEMORANDUM

**FMD Project:** Administrative

**FILE:** 101

**TO:** Members of the Commissioners Court

**FROM:** Roger A. El Khoury, M.S., P.E., Director

**DATE:** October 15, 2010

**SUBJECT:** Salvation Army Bell Ringers

A handwritten signature in black ink, reading "Roger A. El Khoury", is written over the "FROM" field of the memorandum.

### AGENDA LANGUAGE:

Consider and take appropriate action on request from the Salvation Army to position bell ringers at County facilities during the 2010 campaign. (Exec Session Gov't Code Ann 551.071).

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHEMENTS:

Facilities Management Department (FMD) received a request from Mr. Robert Cox, Assistant Development Director & Volunteer Coordinator with the Austin Metropolitan Command of the Salvation Army. This letter is at exhibit one and outlines the details of the request, which is to place bell ringers at 2-3 County facilities throughout the annual campaign. The timeframe for the campaign is from Friday, November 26<sup>th</sup> until Christmas Eve day. Bell ringers would be in place during the business week and possibly on Saturdays, depending on foot traffic in the area.

### STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) does have a concern with this request. Based on where does the County draw the line regarding providing this type access. Other charities might come forward for similar requests.

### ISSUES AND OPPORTUNITIES:

Mr. Cox has not identified the specific locations for the bell ringers at this time, but has indicated that Judge Elizabeth Earle, a member of their Advisory Board, is working with him to determine appropriate locations. Should the Commissioners Court wish to proceed with this request, FMD will also assist Mr. Cox in identifying appropriate locations.

### FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

### REQUIRED AUTHORIZATIONS:

**LEGAL:** Tenley Aldredge, Assistant County Attorney  
**BUDGET:** N/A  
**PURCHASING:** N/A

### Exhibit:

Mr. Cox letter, undated.



DOING  
THE MOST  
GOOD™

William Booth, *Founder*  
Shaw Clifton, *General*  
Commissioner Maxwell Feener, *Territorial Commander*  
Lt. Colonel Henry Gonzalez, *Divisional Commander*  
Major John Carter, *Area Commander*

TRAVIS COUNTY - FMD  
RECEIVED

SEP 30 2010

INITIAL \_\_\_\_\_

Roger Elkhoury  
Facilities Management Department  
Travis County  
PO Box 1748  
Austin, TX 78767

I am writing, Mr. Elkhoury,

To follow up on a question we have asked of Mr. John Carr re the possibility of placing Salvation Army Bell Ringers at, on or near some Travis County facilities during the 2010 campaign.

The request is for permission to place bell ringers at 2 -3 county facilities throughout the campaign which runs from the day after Thanksgiving, Friday, November 26, until Christmas Eve day at about 4 pm. We do not work on Sundays and if it is deemed that there is not significant foot traffic on Saturdays at county buildings, we probably won't place anyone on those Saturdays.

I cannot specify which buildings we want at this time as I am consulting with Mr. Carr and Judge Elizabeth Earle, a member of our Advisory Board, to determine locations.

Your consideration of this request is greatly appreciated and we hope for a positive response.

All best,

A handwritten signature in cursive script that reads "Robert L. Cox".

Robert L. Cox  
Assistant Development Director &  
Volunteer Coordinator  
Austin Metropolitan Area Command

# 34

**Travis County Commissioners Court Agenda Request**

Voting Session **10/26/10**  
(Date)

Working Session **10/26/10**  
(Date)

I. A. Request made by: COUNTY ATTORNEY SET Phone # **854-9513**  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**RECEIVE BRIEFING FROM COUNTY ATTORNEY AND/OR TAKE APPROPRIATE ACTION REGARDING NOTICE OF INTENT TO SUE FOR VIOLATIONS OF THE ENDANGERED SPECIES ACT IN THE BALCONES CANYONLANDS CONSERVATION PLAN (PERMIT NO. PRT-788841) (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTION 551.071.**

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Joe Gieselman, TNR, 854-9383

III. Required Authorizations: Please check if applicable:

**Planning and Budget Office (854-9106)**

\_\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any line item budget  
\_\_\_\_\_ Grant

**Human Resources Department (854-9165)**

\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

**Purchasing Office**

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

**County Attorney's Office (854-9513)**

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Travis County Commissioners Court Agenda Request

Voting Session: October 26, 2010  
(Date)

Work Session: \_\_\_\_\_  
(Date)

I. A. Request made by: Joseph P. Gieselman, Executive Manager Phone # 854-9383  
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: Consider offer to sell to the County approximately 9.57 acres of land in northwest Travis County in connection with the Balcones Canyonlands Conservation Plan and take appropriate action.  
(Executive session pursuant to Tex. Gov't Code Section 551.072.)

C. Approved by: Karen Huber  
Karen Huber, Commissioner Precinct 3

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

- |                |          |             |          |
|----------------|----------|-------------|----------|
| John Hille     | 854-9415 | Jon White   | 854-9383 |
| Mike Martino   | 854-9383 | Greg Chico  | 854-9383 |
| Melinda Mallia | 854-9383 | Rose Farmer | 854-9383 |

III. Required Authorizations: Please check if applicable:

- Planning and Budget Office (473-9106)
- \_\_\_\_\_ Additional funding for any department or for any purpose
- \_\_\_\_\_ Transfer of existing funds within or between any line item budget
- \_\_\_\_\_ Grant

- Human Resources Department (473-9165)
- \_\_\_\_\_ A change in your department=s personnel (reclassifications, etc.)

- Purchasing Office (473-9700)
- \_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

- County Attorney=s Office (473-9415)
- X Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Monday for the following weeks meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

### Travis County Commissioners Court Agenda Request

Voting Session 26 October 2010  
(Date)

Working Session \_\_\_\_\_  
(Date)

*tl*

I. A. Request made by: COUNTY ATTORNEY (Tim Labadie) Phone: 854-5864

Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text:

**RECEIVE BRIEFING FROM AND GIVE DIRECTION TO COUNTY ATTORNEY IN THE MATTER OF TRAVIS COUNTY V. FLINT HILLS RESOURCES, L.P. AND KOCH PIPELINE CO., L.P. AND TAKE APPROPRIATE ACTION; EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOV'T CODE §551.071(1)(A).**

C. Approved by: \_\_\_\_\_  
Signature of Commissioner(s) or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies for agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

III. Required Authorizations: Please check if applicable:

A. Planning and Budget Office (854-9106)

\_\_\_\_\_ Additional funding for any department or for any purpose  
\_\_\_\_\_ Transfer of existing funds within or between any line item budget  
\_\_\_\_\_ Grant

B. Human Resources Department (854-9165)

\_\_\_\_\_ A change in your department's personnel (reclassifications, etc.)

C. Purchasing Office

\_\_\_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement

D. County Attorney's Office (854-9415)

\_\_\_\_\_ Contract, Agreement, Policy & Procedure

RECEIVED  
COUNTY JUDGE'S OFFICE  
10 OCT 20 AM 9:26

**AGENDA REQUEST DEADLINE:** This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

C3

Travis County Commissioners Court Agenda Request

Voting Session Tuesday, October 26, 2010  
(Date)

Work Session \_\_\_\_\_  
(Date)

I. A. Request made by: Gillian Porter Phone: 854-4722  
Commissioners Court Specialist  
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the  
Voting Session of October 12, 2010**

C. Approved By:   
Dana DeBeauvoir, Travis County Clerk

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies)
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.
- III. Is back-up material attached? YES

AGENDA REQUEST DEADLINE: This Agenda Request, complete with backup memorandum and exhibits, should be submitted to the County Judge's Office no later than 12:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next meeting.

## MINUTES OF MEETING OCTOBER 12, 2010

### TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 12<sup>th</sup> day of October 2010, the Commissioners' Court convened the Voting Session at 9:12 AM in the Commissioners' Courtroom, 1<sup>st</sup> Floor of the Ned Granger Administration Building, 314 West 11<sup>th</sup> Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct One Commissioner Ron Davis was not present during this Voting Session.

The Commissioners Court recessed the Voting Session at 11:46 AM.

The Commissioners Court, meeting as the Travis County Bee Cave Road District #1 (Galleria), convened at 1:40 PM and adjourned at 1:41 PM.

The Commissioners Court, meeting as the Travis County Housing Finance Corporation, convened at 1:41 PM and adjourned at 1:43 PM.

The Commissioners Court, meeting as the Travis County Health Facilities Development Corporation, convened at 1:43 PM and adjourned at 1:46 PM.

The Commissioners Court, meeting as the Capital Industrial Development Corporation, and the Travis County Cultural Education Facilities Finance Corporation, convened at 1:46 PM and adjourned at 1:47 PM.

The Commissioners Court reconvened the Voting Session at 1:47 PM.

The Commissioners Court retired to Executive Session at 1:47 PM.

The Commissioners Court reconvened the Voting Session at 3:16 PM.

The Commissioners Court adjourned the Voting Session at 3:19 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 1431 AND 1432 OF THE AMENDED PLAT OF APACHE SHORES, SECTION 3 – A SUBDIVISION IN TRAVIS COUNTY, PRECINCT THREE. (COMMISSIONER HUBER) (ACTION ITEM #17) (9:13 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 17 for a summary of the action item.

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt to open the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt to close the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

2. RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 292 AND 293 OF APACHE SHORES, 1<sup>ST</sup> INSTALLMENT – A SUBDIVISION IN TRAVIS COUNTY, PRECINCT 3. (COMMISSIONER HUBER) (ACTION ITEM #18) (9:20 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 18 for a summary of the action item.

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt to open the public hearing.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, TNR.

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt to close the public hearing.**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

3. RECEIVE COMMENTS REGARDING AN AMENDMENT TO CHAPTER 82, TRAVIS COUNTY CODE, TO ADOPT TEMPORARY SUBDIVISION PLAT APPROVAL REQUIREMENTS REGARDING THE AVAILABILITY AND PROTECTION OF GROUNDWATER FROM THE TRINITY GROUP AQUIFERS. (ACTION ITEM #19) (9:21 AM)

**Clerk's Note:** This Item is a public hearing to receive comments. Please refer to Agenda Item 19 for a summary of the action item.

**Motion by Commissioner Huber and seconded by Commissioner Eckhardt to open the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

**Members of the Court heard from:** Anna Bowlin, Division Director, Engineering Services, TNR; Tom Weber, Environmental Quality Program Manager, TNR; Tom Nuckols, Assistant County Attorney; Gene Lowenthal, President, Hamilton Pool Scenic Corridor Coalition; Pepper Pfiester, Travis County Resident; Hank Smith, District Engineer, Cypress Ranch Water Control and Improvement District No. 1 (WCID #1); Alan Topfer, Developer, West Cypress Hills; Jennifer Phillips, Travis County Resident; David Smith, Consulting Engineer, representing SolaVista; Hugh Winkler, Travis County Resident; John Dupnik, Geoscientist, Barton Springs Edwards Aquifer Conservation District; Christy Muse, Executive Director, Hill Country Alliance; Rick Coneway, Travis County Resident; Raymond Slade, Hydrologist; and Morris Priest, Travis County Resident.

**Motion by Judge Biscoe and seconded by Commissioner Huber to close the public hearing.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

## CITIZENS COMMUNICATION

**Members of the Court heard from:** Karen Rennick, Founder, VoteRescue; Hamilton Richards, Travis County Resident; Ronnie Gjemre, Travis County Resident; Fidel Acevedo, President, Local 4860, League of United Latin American Citizens (LULAC); and Maurice Priest, Travis County Resident. (10:34 AM)

## CONSENT ITEMS

**Motion by Commissioner Eckhardt and seconded by Commissioner Huber to approve the following Consent Items:** C1-C4 and Items 8, 9, 10, 11, 12, 13.A&B, 14, 15, 16, 17, 18, 21, 22.A&B, 23, 26, 27.A-C, and 28. (11:43 AM)

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

- C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.
- C2. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS.
- C3. APPROVE SETTING A PUBLIC HEARING DATE FOR NOVEMBER 16, 2010 TO APPROVE A PARTIAL PLAT VACATION IN PRECINCT THREE: PARTIAL PLAT VACATION OF 620 OAKS SUBDIVISION (LOT 7, BLOCK C, ONLY) – 4.603 ACRES – 10801 FOUNDATION ROAD – WATER IS PROVIDED BY PRIVATE WELL AND WASTEWATER IS PROVIDED BY ON-SITE SEPTIC, CITY OF AUSTIN ETJ. (COMMISSIONER HUBER)
- C4. APPROVE PAYMENT OF \$631.51 TO THE TEXAS TOLL AUTHORITY FOR OUTSTANDING TOLL CHARGES ASSOCIATED WITH NON-EMERGENCY COUNTY VEHICLES.

### INTRODUCTIONS

- 4. INTRODUCTION OF LINDA WATSON, PRESIDENT AND CEO OF CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY BY BEVERLY SILAS, TRAVIS COUNTY APPOINTEE ON THE CAPITAL METRO BOARD OF DIRECTORS. (9:13 AM)

**Members of the Court heard from:** Beverly Silas, Director, Capital Metro Board; and Linda Watson, President and CEO, Capital Metropolitan Transportation Authority.

Discussion only. No formal action taken.

### RESOLUTIONS AND PROCLAMATIONS

- 5. APPROVE PROCLAMATION DECLARING OCTOBER 15, 2010 "TRAVIS COUNTY HISTORY DAY." (10:52 AM)

**Members of the Court heard from:** Steven Broberg, Director, Records Management and Communication Resources (RMCR).

**Motion by Judge Biscoe and seconded by Commissioner Huber to approve the Proclamation in Item 5.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

6. APPROVE PROCLAMATION DESIGNATING THE MONTH OF OCTOBER 2010 AS "BULLYING PREVENTION MONTH" IN TRAVIS COUNTY. (10:58 AM)

**Members of the Court heard from:** Adrian Moore, Executive Director, Council on At-Risk Youth (CARY); Tiffany Taylor; Community Outreach Unit, Travis County Sheriff's office (TCSO); and Garry Brown, Travis County Resident and Chief of Staff, County Commissioner Precinct 3 Office.

**Motion by Judge Biscoe and seconded by Commissioner Davis to approve the Proclamation in Item 6.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

7. APPROVE RESOLUTION RECOGNIZING SYMPOSIUM 2010 IN TRAVIS COUNTY SPONSORED BY THE CENTRAL TEXAS CHAPTER OF THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS FOR THE TEXAS REGION. (11:06 AM)

**Members of the Court heard from:** Deborah E. Britton, Director, Community Services Division, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS), and President of NFBPA; and Anthony Snipes, Chief of Staff, City of Austin.

**Motion by Judge Biscoe and seconded by Commissioner Huber to approve the Resolution in Item 7.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

### ADMINISTRATIVE OPERATIONS ITEMS

8. REVIEW AND APPROVE THE IMMEDIATE RELEASE OF REIMBURSEMENT PAYMENT TO UNITED HEALTH CARE FOR CLAIMS PAID FOR PARTICIPANTS IN THE TRAVIS COUNTY EMPLOYEE HEALTH CARE FUND FOR PAYMENT OF \$926,070.42 FOR THE PERIOD OF SEPTEMBER 24 TO SEPTEMBER 30, 2010. (11:43 AM)

**Clerk's Note:** Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (11:43 AM)

**Clerk's Note:** Item 9 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

10. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FOR A LICENSE AGREEMENT WITH BOOK OF BABYLON, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO SHOOT A FILM AT THE OLD JAIL ON THE UPPER FLOORS OF THE HEMAN MARION SWEATT COURTHOUSE ON OR ABOUT OCTOBER 15, 2010. (11:43 AM)

**Clerk's Note:** Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### PURCHASING OFFICE ITEMS

11. APPROVE INTERLOCAL AGREEMENT WITH CITY OF AUSTIN FOR MANCHESTER BIDWELL FEASIBILITY STUDY REGARDING AN INNOVATIVE WORKFORCE DEVELOPMENT INITIATIVE. (11:43 AM)

**Clerk's Note:** Item 11 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

12. APPROVE CONTRACT AWARD FOR GROUNDS MAINTENANCE, IFB NO. B100252-RG, TO THE LOW BIDDER, FRANK RINGER AND ASSOCIATES. (11:43 AM)

**Clerk's Note:** Item 12 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

13. APPROVE CONTRACT AWARD FOR AUTO BODY REPAIR, IFB NO. B100270-CW, TO THE FOLLOWING LOW BIDDERS: (11:43 AM)
- A. GROUP ONE-CARS AND LIGHT TRUCKS:
1. TWO DAY BODY SHOP – ALL QUADRANTS; AND
- B. GROUP TWO-HEAVY TRUCKS:
1. TWO DAY BODY SHOP – NE AND NW QUADRANTS; AND
2. CENTRAL TEXAS COLLISION SERVICES – SE AND SW QUADRANTS.

**Clerk's Note:** Items 13.A1 and 13.B1&2 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 09T00202NB, WEATHERIZATION MANAGEMENT GROUP, FOR INSULATION SERVICES. (11:43 AM)

**Clerk's Note:** Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. APPROVE INTERLOCAL AGREEMENT WITH TEXAS WORKFORCE COMMISSION FOR INFORMATION RELEASE FOR TRAVIS COUNTY SHERIFF'S OFFICE. (11:43 AM)

**Clerk's Note:** Item 15 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

16. APPROVE CONTRACT AWARD FOR CONSTRUCTION OF A NEW S.M.A.R.T. BUILDING, IFB NO. B100229-JT, TO THE LOW BIDDER, ZAPALAC/REED CONSTRUCTION COMPANY, LP. (11:43 AM)

**Clerk's Note:** Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

## TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

17. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 1431 AND 1432 OF THE AMENDED PLAT OF APACHE SHORES, SECTION 3 – A SUBDIVISION IN TRAVIS COUNTY, PRECINCT THREE. (COMMISSIONER HUBER) (11:43 AM)

**Clerk's Note:** Item 17 is the action item for the public hearing on Agenda Item 1.

**Clerk's Note:** Item 17 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

18. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 292 AND 293 OF APACHE SHORES, 1<sup>ST</sup> INSTALLMENT – A SUBDIVISION IN TRAVIS COUNTY, PRECINCT 3. (COMMISSIONER HUBER) (11:43 AM)

**Clerk's Note:** Item 18 is the action item for the public hearing on Agenda Item 2.

**Clerk's Note:** Item 18 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

19. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AMENDMENT TO CHAPTER 82, TRAVIS COUNTY CODE, TO ADOPT TEMPORARY SUBDIVISION PLAT APPROVAL REQUIREMENTS REGARDING THE AVAILABILITY AND PROTECTION OF GROUNDWATER FROM THE TRINITY GROUP AQUIFERS. (10:32 AM) (1:47 PM) (3:16 PM)

**Clerk's Note:** Item 19 is the action item for the public hearing on Agenda Item 3.

**Clerk's Note:** Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

Item 19 to be reposted on October 19, 2010.

20. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FOR A VARIANCE TO CHAPTER 48 OF THE TRAVIS COUNTY CODE AND TITLE 30 TEXAS ADMINISTRATIVE CODE CHAPTER 285 FOR THE MINIMUM LOT SIZE FOR RESIDENTIAL LOTS UTILIZING ONSITE WASTEWATER FOR THE PROPOSED RESUBDIVISION OF THE EASTER 1/3 PART OF LOT 3, NORTHBRIDGE ACRES NO. 2 PLAT. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY) (11:45 AM)

Item 20 was pulled from the Agenda.

21. CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST TO APPROVE A PARTICIPATION AGREEMENT WITH THE RANCHO ALTO HOME OWNERS ASSOCIATION FOR THE IMPROVEMENT OF A PORTION OF RANCHO ALTO ROAD IN PRECINCT THREE. (COMMISSIONER HUBER) (11:43 AM)

**Clerk's Note:** Item 21 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

22. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING IN PRECINCT THREE: (11:43 AM)
- A. FINAL PLAT: AMMARON HILLS SUBDIVISION FINAL PLAT 15 LOTS – 42.57 ACRES – 14500 FM 2769 ROAD – WATER AND WASTEWATER SERVICE TO BE PROVIDED BY ON-SITE WELL AND SEPTIC SYSTEMS – CITY OF AUSTIN ETJ; AND
  - B. SUBDIVISION CONSTRUCTION AGREEMENT FOR AMMARON HILLS. (COMMISSIONER HUBER)

**Clerk's Note:** Items 22.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

23. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE LICENSE AGREEMENT WITH 360 WAKEBOARD CLUB, A NON-PROFIT ORGANIZATION, FOR A WAKEBOARDING COMPETITION EVENT TO BE HELD AT PACE BEND PARK. (COMMISSIONER HUBER) (11:43 AM)

**Clerk's Note:** Item 23 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

24. RECEIVE STATUS REPORT FROM ESPEY CONSULTANTS, INC. ON THE MULTI-PHASED CLEAN UP OF HAMILTON CREEK AND HAMILTON POOL. (COMMISSIONER HUBER) (11:18 AM)

**Members of the Court heard from:** Joe Gieselman, Executive Manager, TNR; Victoria Harkins, Project Manager, Espey Consultants, Inc.; Jon White, Natural Resources Program Manager, TNR; and Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD).

Discussion only. No formal action taken.

### HEALTH AND HUMAN SERVICES DEPT. ITEMS

25. RECEIVE PRESENTATION FROM TEXAS AGRILIFE TRAVIS COUNTY ON TRAVIS COUNTY 4-H PROGRAM. (11:11 AM)

**Members of the Court heard from:** Skip Richter, Director, Texas AgriLife Extension Service, Travis County Health and Human Services (TCHHS); Julie Zimmerman, Travis County 4H Extension Agent; Cory Talley, Travis County 4H Extension Agent; Steven Young, 4H participant; and Sarah Young, 4H participant.

Discussion only. No formal action taken.

### PLANNING AND BUDGET DEPT. ITEMS

26. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (11:43 AM)

**Clerk's Note:** Item 26 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

27. REVIEW AND APPROVE REQUESTS REGARDING GRANT PROPOSALS, APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE:  
(11:43 AM)
- A. ANNUAL APPLICATION TO TASK FORCE ON INDIGENT DEFENSE FOR THE FORMULA GRANT INDIGENT DEFENSE PROGRAM IN THE CRIMINAL COURTS;
  - B. CONTRACT WITH ATMOS ENERGY TO CONTINUE THE EXISTING SHARE THE WARMTH PROGRAM THROUGH HEALTH AND HUMAN SERVICES TO PROVIDE UTILITY ASSISTANCE FOR QUALIFIED HOUSEHOLDS NEEDING ASSISTANCE WITH THEIR ATMOS ENERGY NATURAL GAS BILLS; AND
  - C. CONTRACT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN TO CONTINUE THE EXISTING SAFE HAVENS: SUPERVISED VISITATION AND SAFE EXCHANGE PROGRAM IN COUNSELING AND EDUCATION SERVICES FOR A THREE YEAR TERM.

**Clerk's Note:** Items 27.A-C approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

### OTHER ITEMS

28. RECEIVE FISCAL YEAR 2011 FORFEITED PROPERTY ACCOUNT BUDGET FROM THE TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 59.06(D) OF THE TEXAS CODE OF CRIMINAL PROCEDURE. (11:43 AM)

**Clerk's Note:** Item 28 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING COUNTY PROPERTY AT 700 LAVACA STREET: (9:13 AM)
  - A. THE USE OF EXTERNAL OR INTERNAL PROJECT MANAGEMENT FOR THE PROJECT IN WHOLE OR PART;
  - B. SCOPE OF SERVICES FOR ARCHITECTURAL AND ENGINEERING SERVICES; AND
  - C. DIRECTIONS ON HOW TO PROCEED TOWARD ISSUANCE OF A REQUEST FOR QUALIFICATIONS, NO. Q100247RV, AND SELECTION PROCESS.

Items 29.A-C pulled from the Agenda.

### EXECUTIVE SESSION ITEMS

Note 1 Gov't Code Ann 551.071, Consultation with Attorney

Note 2 Gov't Code Ann 551.072, Real Property

Note 3 Gov't Code Ann 551.074, Personnel Matters

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

30. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER AND TAKE APPROPRIATE ACTION IN ELIDA GARZA V. TRAVIS COUNTY'S TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT. <sup>1</sup>  
(1:47 PM) (3:17 PM)

**Clerk's Note:** Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

31. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING LEASE AGREEMENTS AT 700 LAVACA WITH THE FOLLOWING: (1:47 PM) (3:18 PM)

A. BRUCE A. LIPSHY D/B/A LIPSHY & ESCAMILLA, LLP; AND

B. CAPITOL AREA CONTRACTORS, INC. <sup>1 AND 2</sup>

**Clerk's Note:** Judge Biscoe announced that Items 31.A&B would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we take no action on 31.B, Capital Area Contractors, Inc. lease.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

Item 31.A to be reposted on October 19, 2010.

32. RECEIVE LEGAL BRIEFING, CONSIDER SETTLEMENT OFFER AND TAKE APPROPRIATE ACTION REGARDING CLAIMS BY ALICIA PEREZ IN TWCCRD CHARGE NO. 1A20200 AND EEOC CHARGE NO. 31C-2010-0267C. <sup>1</sup> (1:47 PM) (3:18 PM)

**Clerk's Note:** Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Discussion only. No formal action taken.

**ADJOURNMENT**

**Motion by Commissioner Gómez and seconded by Commissioner Huber to adjourn the Voting Session. (3:19 PM)**

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	absent
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

**MINUTES APPROVED BY THE COMMISSIONERS' COURT**

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**Date of Approval**

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**Samuel T. Biscoe, Travis County Judge**

**TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION**  
**TRAVIS COUNTY HOUSING FINANCE CORPORATION**  
**AGENDA REQUEST**

Work Session \_\_\_\_\_ Voting Session October 26, 2010 Executive Session \_\_\_\_\_  
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President  
Elected Official
- B. Requested Text: Consider and take appropriate action on request to lift moratorium on considering funding requests from non-profit organizations.

Approved by: \_\_\_\_\_  
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- \_\_\_ Additional funding for any department or for any purpose
- \_\_\_ Transfer of existing funds within or between any line item
- \_\_\_ Grant
- Human Resources Department (473-9165)
- \_\_\_ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- \_\_\_ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- \_\_\_ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

10 OCT 14 AM 9:19  
RECEIVED  
COUNTY JUDGE'S OFFICE

**TRAVIS COUNTY HOUSING FINANCE CORPORATION  
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT  
CORPORATION**

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DATE: October 26, 2010

TO: Board of Directors

FROM: Harvey L. Davis, Manager



SUBJECT: Moratorium for Funding Grants to Non-Profit Organizations

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A few years ago, the Board placed a moratorium on considering new grant requests from non-profit organizations. We recently received several inquires from non-profit organizations seeking assistance for their projects.

It seems to make sense for the Board to first decide whether to extend the moratorium to FY-11. If the moratorium is lifted, then we can address these types of inquires.

We do not recommend lifting the moratorium for the Travis County Housing Finance Corporation. Its fund balances need to be reserved for on-going grant obligations.

For the Travis County Health Facilities Development Corporation, there is about \$500,000 of available funds. These funds are essentially "one time", as the prospects of earning significant future revenue is not good.

The current ongoing commitment is the following:

Housing Authority of Travis County - \$126,585

cc: Rodney Rhoades, Executive Manager, Planning and Budget  
Leroy Nellis, Budget Director  
Mike Gonzalez, Sr. Financial Analyst