



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Christy Moffett / 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive input from the public related to the Community Development Block Grant available from HUD regarding the community needs and project ideas for the unincorporated areas of Travis County and the Village of Webberville for Program Year 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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 Community Development (HUD) 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.

Annually, HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2012 (October 1, 2012 through September 30, 2013), Travis County is expected to receive an estimated \$896,341 in CDBG funds.

To be compliant with 24 Congressional Federal Regulation (CFR) Part 91.105 and the approved Travis County Citizen Participation Plan (CPP), Travis County must hold a public hearing at the Travis County Commissioners Court, and one public hearing in each of the four County precincts. During these hearings the public will learn about CDBG objectives, eligible activities, available funds, and CDBG project history.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

This information is available in a power point presentation (in English and Spanish, see Attachments A and B). Additionally, the public will have the opportunity to provide information on community needs and make recommendations for projects. This information will guide the selection of CDBG projects for PY12.

On Tuesday, January 24, 2012, the Travis County Commissioners Court approved the public hearing dates and advertisements for the spring public hearings. Notice of the public hearings was provided in newspapers of general circulation, through postal and electronic mailings, and postings on the County's website, Facebook, Twitter and at the seven Travis County Community Centers. Due to newspaper coverage in the Del Valle and Manor areas, special outreach efforts were made to Del Valle ISD and Manor ISD, which included the announcement of the hearings on their website and distribution of the flyers to schools. The hearing on February 21, 2012 is the first of the public hearings. A quorum of the Commissioners Court may attend the remaining hearings occurring Feb 22 - 27.

STAFF RECOMMENDATIONS:

Staff recommends the public hearing, in order to be compliant with HUD regulations and Travis County's Citizen Participation Plan.

ISSUES AND OPPORTUNITIES:

Additional public hearings will be held on:

Eastside Service Center
6011 Blue Bluff Rd.
Austin, Texas, 78724

Wednesday, February 22 @ 6:30 pm

South Rural Community Center
3518 FM 973
Del Valle, Texas, 78617

Thursday, February 23 @ 6:30 pm

Steiner Ranch Community Center
1255 Country Trails Lane
Austin, TX 78732

Saturday, February 25 @ 9:00 am

West Rural Community Center
8656-A Hwy 71 W., Suite A

Monday, February 27 @ 6:30 pm

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

Oak Hill, Texas, 78735

Beginning on February 21, 2012, those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Participation Form. This form will be available at the Travis County CDBG website www.co.travis.tx.us/CDBG, at one of the seven Travis County Community Centers, or by requesting the form be mailed.

FISCAL IMPACT AND SOURCE OF FUNDING:

No budget impacts are anticipated by this item.

REQUIRED AUTHORIZATIONS:

None.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Attachment A

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Spring, 2012 Public Hearings:
Identification of Community Needs and Project Ideas
February, 2012

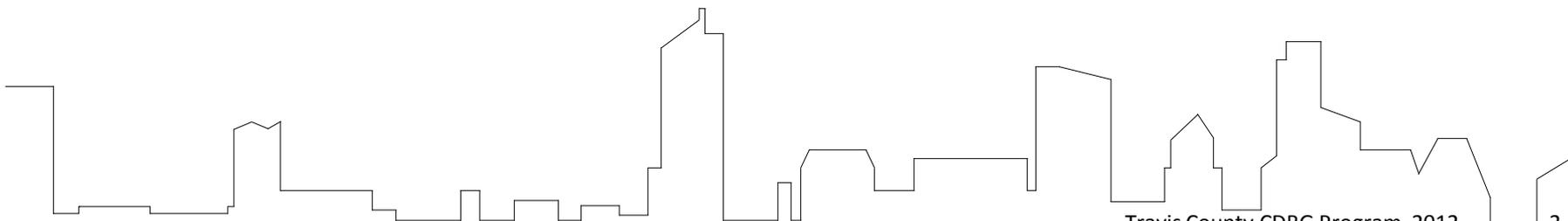
SPRING 2012 PUBLIC HEARINGS



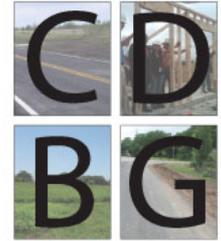
Five public hearings will be conducted to help the County determine how to spend an estimated \$896,341 in CDBG funds for the 2012 program year

PUBLIC HEARING TIMES AND LOCATIONS

Feb. 21 th , 2012 @ 9:00 am	Feb. 22 th , 2012 @ 6:30 pm	Feb. 23 th , 2012 @ 6:30 pm	Feb. 25 th , 2012 @ 9:00 am	Feb. 27 th , 2012 @ 6:30 pm
Travis County Granger Building Commissioners Courtroom 314 W. 11th St. Austin, TX 78701	Eastside Service Center, Town Hall Room 6011 Blue Bluff Road, Austin, TX 78724	South Rural Community Center (Del Valle) 3518 FM 973 Del Valle, TX 78617	Steiner Ranch Community Center 12550 Country Trails Lane Austin, TX 78732	West Rural Community Center 8656-A Hwy 71W Oak Hill, TX 78735



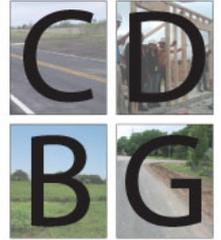
ACTIONS FOR PUBLIC COMMENT



DURING THE MEETINGS THE PUBLIC WILL HAVE THE OPPORTUNITY TO:

1. Identify which of the CDBG priorities established for the 2011-2013 period need to be addressed in Program Year 2012
2. Identify specific projects ideas

OTHER PARTICIPATION OPPORTUNITIES



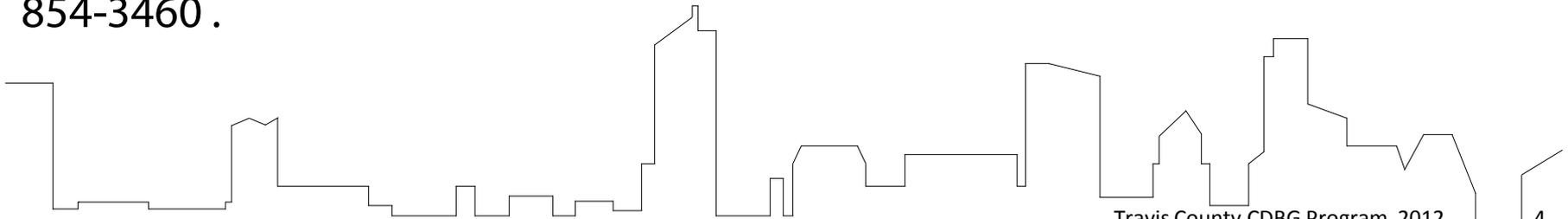
CITIZEN PARTICIPATION FORM:

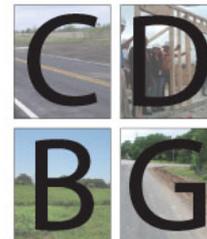
Available to the public that cannot attend the public hearings to identify needs

PROJECT PROPOSAL FORM:

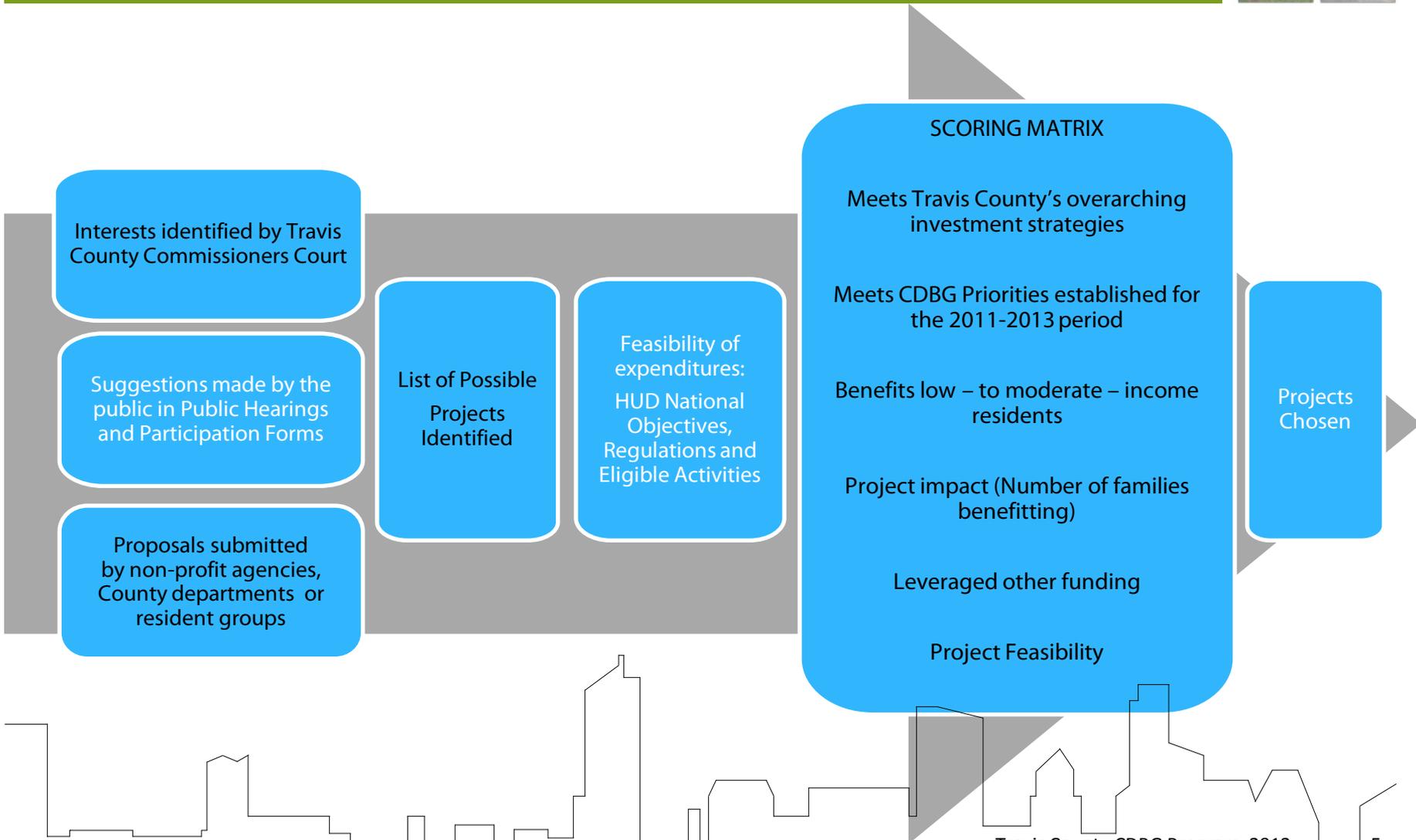
Available to individuals, agencies, or county departments that have specific project ideas

Forms can be found on the CDBG website (www.co.travis.tx.us/CDBG) and at any of the seven Travis County Community Centers and are available February 21, 2012 through March 31, 2012. Forms can also be requested by calling 512-854-3460 .

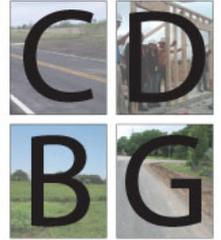




HOW ARE PROJECTS PRIORITIZED?



CDBG BASICS

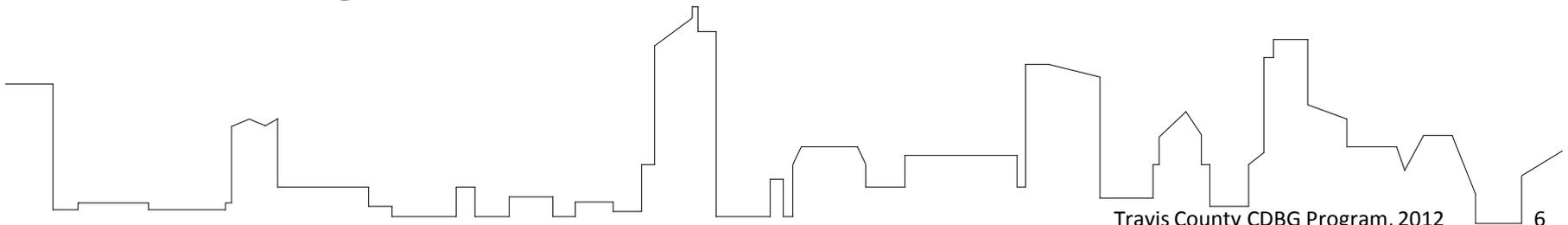


PURPOSE

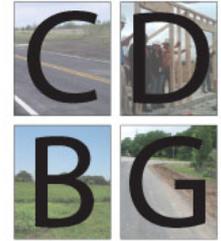
- Improve affordable housing options
- Improve community facilities and services
- Revitalize neighborhoods

WHO BENEFITS?

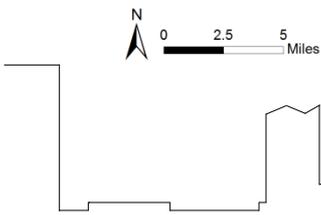
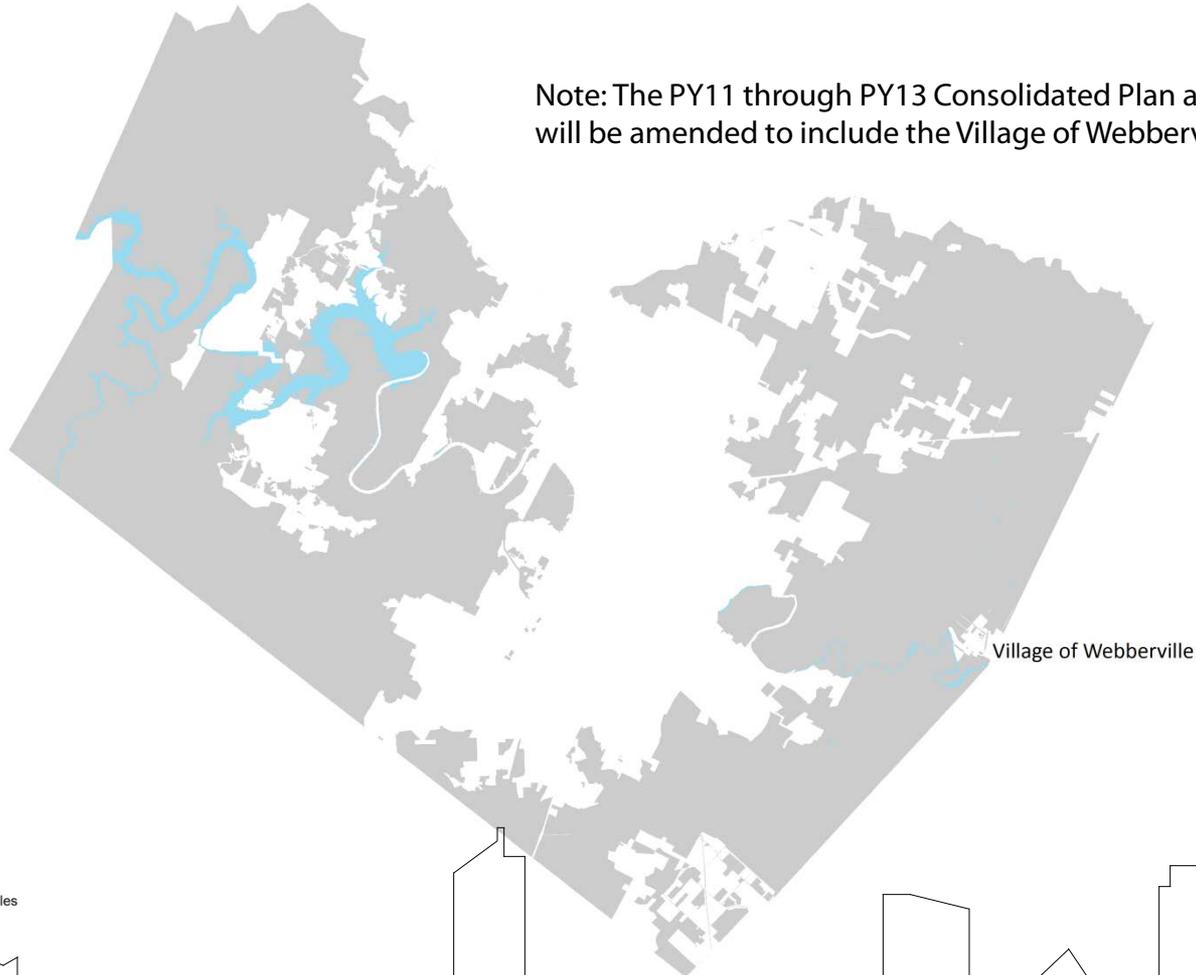
- At least 70 % of the funds must benefit low- to moderate-income residents in the unincorporated areas of Travis County or the Village of Webberville.



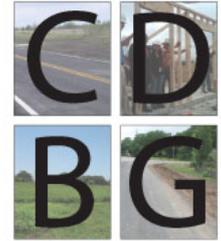
PROJECTS MUST BE LOCATED IN THE UNINCORPORATED AREAS OF THE COUNTY (GRAY AREAS) OR THE VILLAGE OF WEBBERVILLE



Note: The PY11 through PY13 Consolidated Plan and PY 11 Action Plan will be amended to include the Village of Webberville



ELIGIBLE ACTIVITIES



CDBG programs implement a variety of community development activities including but not limited to:

Economic Development

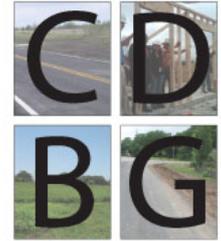
Public Services

Redevelopment
(Improvements)

Planning

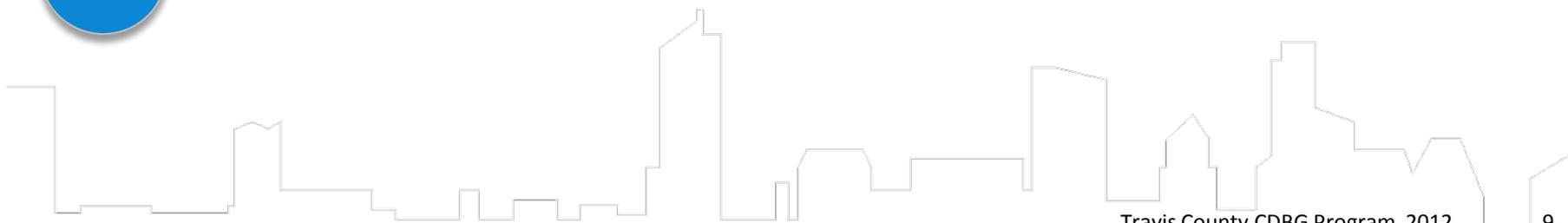
Housing

INELIGIBLE ACTIVITIES

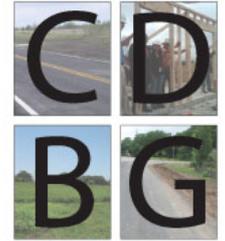


Generally, the following types of activities are ineligible:

- 1 Acquisition, construction, or reconstruction of buildings for the general conduct of government
- 2 Construction of new housing by units of general local government
- 3 Certain income payments
- 4 Political activities



CDBG PRIORITIES 2011-2013



CATEGORY

PRIORITY

Infrastructure

High

Housing

High

Community Services

High

Populations with Specialized Needs/Services

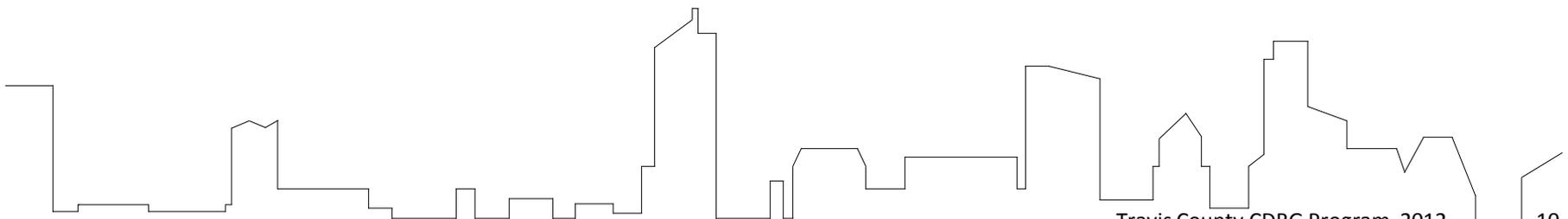
Medium

Business and Jobs

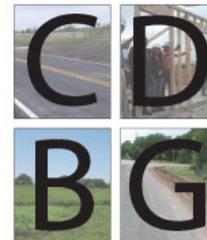
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Public Facilities

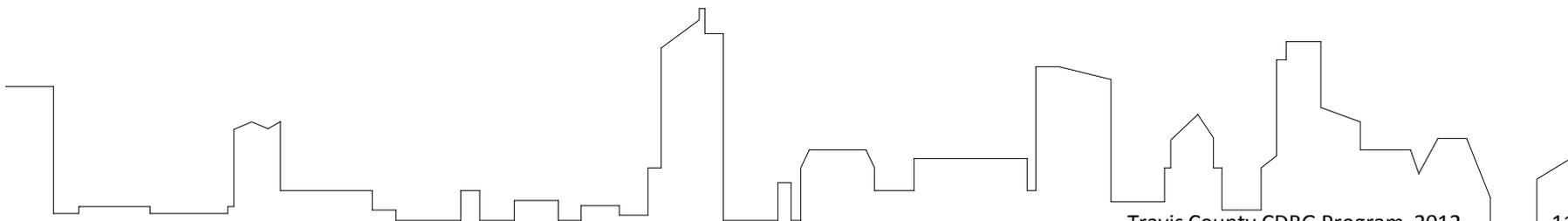
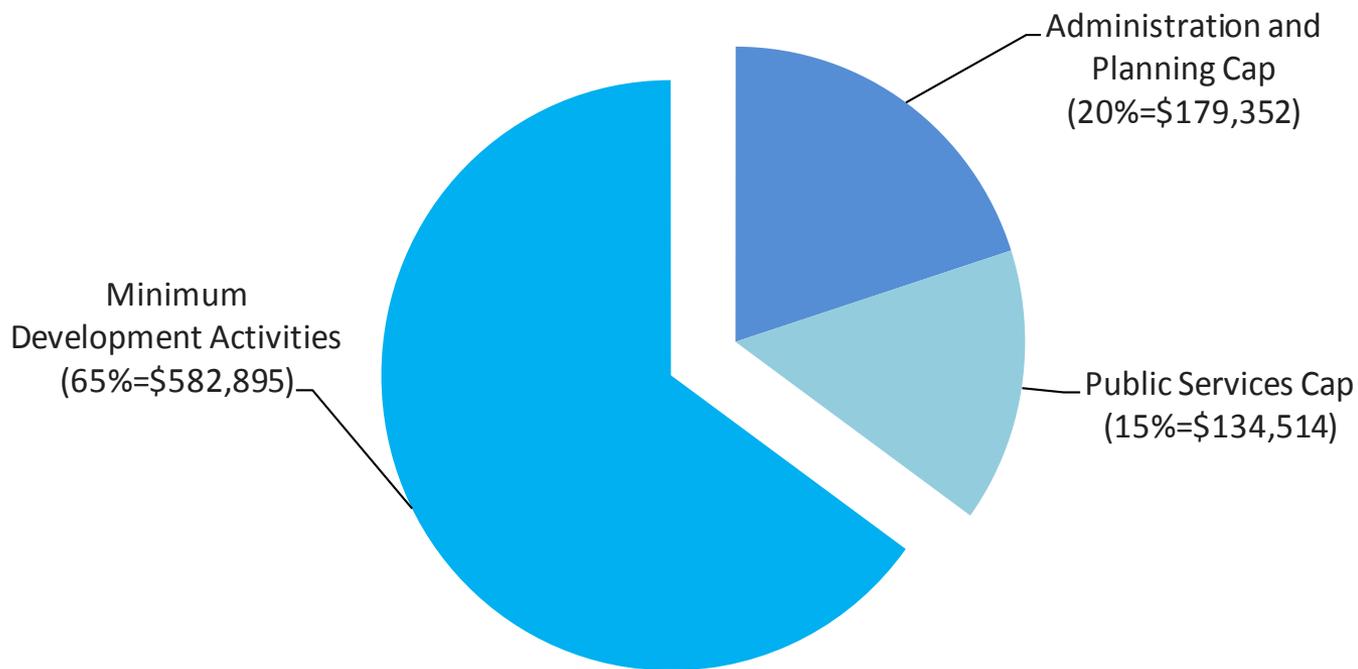
Medium



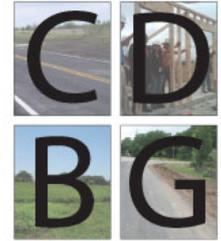
PROGRAM YEAR 2012 ESTIMATED GRANT: \$896,341



CDBG Activities



CDBG PROJECT HISTORY



Over the last 6 years, the CDBG program has funded:

HOME REHABILITATION

LAND ACQUISITION

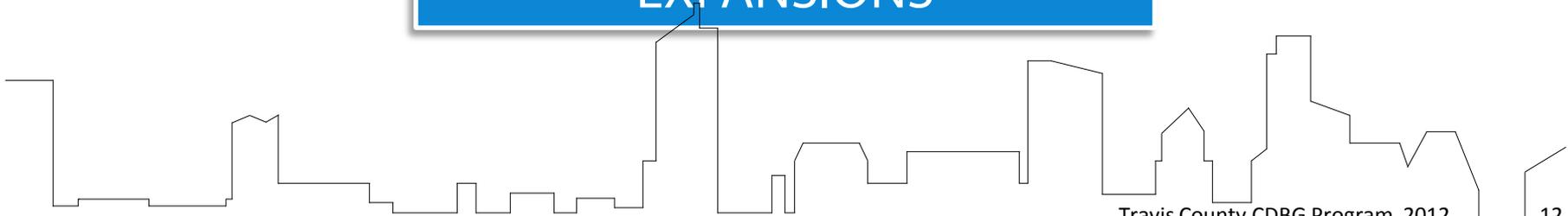
STREET IMPROVEMENTS

PLANNING AND
ADMINISTRATION

HOMEBUYER ASSISTANCE

WATER IMPROVEMENTS AND
CONNECTIONS

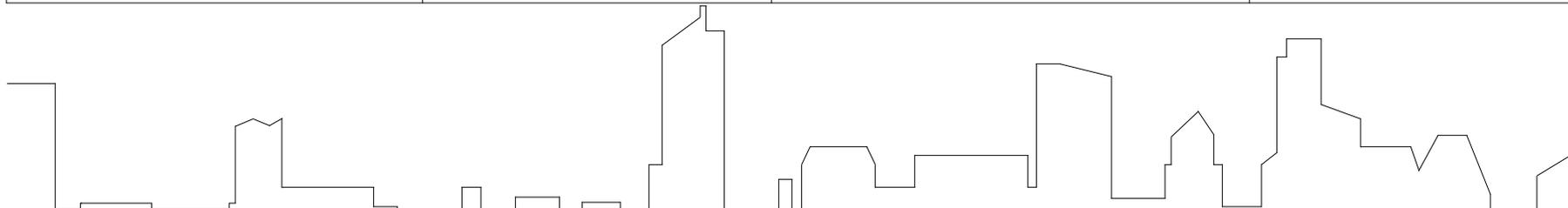
SOCIAL WORK PROGRAM
EXPANSIONS



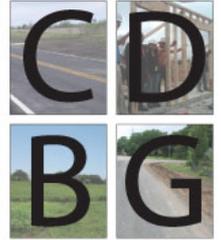
SPRING 2012 – NEXT STEPS



FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST
<p>Five (5) Public Hearings seeking input on community needs and uses of funds</p>	<p>Evaluation of Project Ideas</p>		<p>Travis County Commissioners Court Approves Projects</p>			<p>Final approval of Action Plan by the Commissioners Court and Submission to HUD by the 15th</p>
<p>Solicitation of Project Ideas (deadline for submission of project proposals: March 31st)</p>			<p>Two (2) Public Hearings and a 30-day Comment Period to comment on proposed CDBG uses</p>			



CDBG CONTACT INFORMATION



WEBSITE www.co.travis.tx.us/CDBG

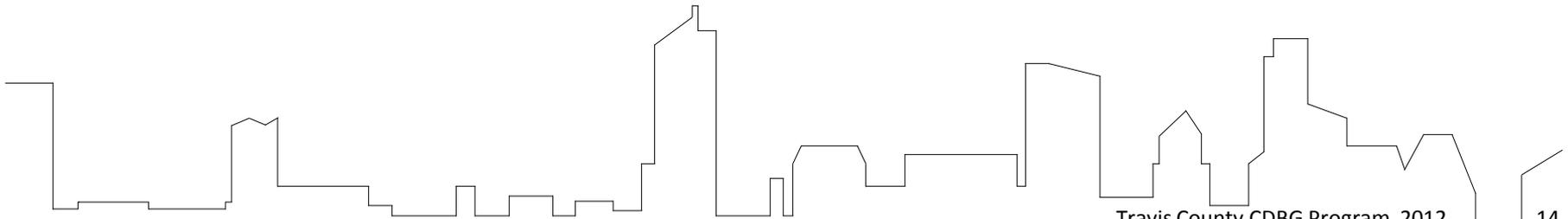
CONTACT PERSON Christy Moffett, LMSW, Senior Planner

E-MAIL Christy.Moffett@co.travis.tx.us

PHONE 512-854-3460

FAX 512-279-2197

ADDRESS P.O. Box 1748 Austin, Texas, 78767

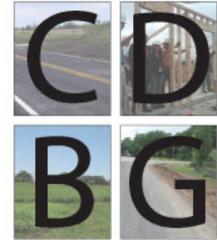


Attachment B

PROGRAMA DE SUBSIDIOS GLOBALES PARA EL DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

Audiencia Públicas de la Primavera de 2012:
Identificación de Necesidades Comunitarias e Ideas de
Proyectos
Febrero, 2012

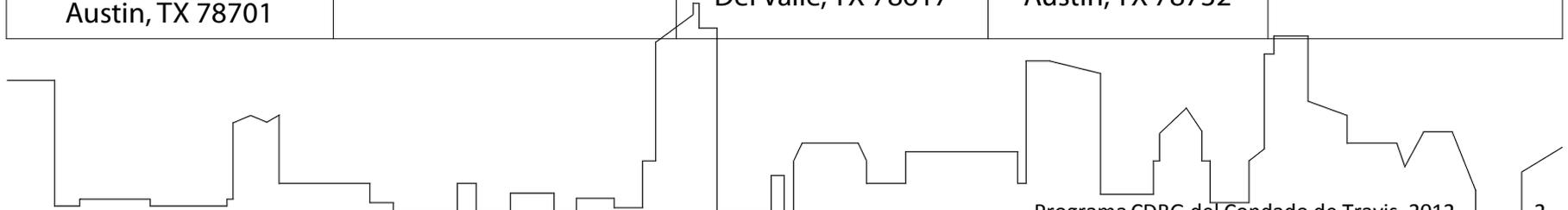
AUDIENCIAS PÚBLICAS PRIMAVERA DEL 2012



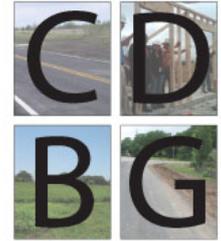
Se llevarán a cabo *cinco audiencias públicas* para ayudar al Condado a determinar cómo gastar aproximadamente \$896,341 en fondos del programa CDBG para el año programático 2012

UBICACIÓN Y HORARIOS DE LAS AUDIENCIAS PÚBLICAS

21 de febrero de 2012 a las 9:00 am	22 de febrero de 2012 a las 6:30 pm	23 de febrero de 2012 a las 6:30 pm	25 de febrero de 2012 a las 9:00 am	27 de febrero de 2012 a las 6:30 pm
Travis County Granger Building Commissioners Courtroom 314 W. 11th St. Austin, TX 78701	Eastside Service Center, Town Hall Room 6011 Blue Bluff Road, Austin, TX 78724	South Rural Community Center (Del Valle) 3518 FM 973 Del Valle, TX 78617	Steiner Ranch Community Center 12550 Country Trails Lane Austin, TX 78732	West Rural Community Center 8656-A Hwy 71W Oak Hill, TX 78735



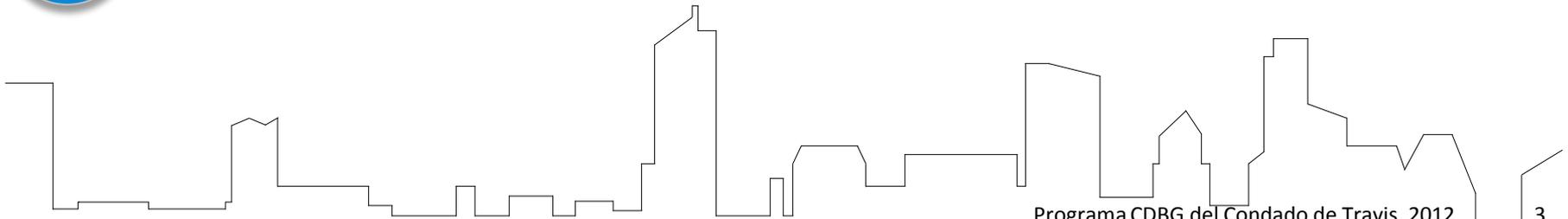
ACCIONES PARA COMENTARIOS DEL PÚBLICO



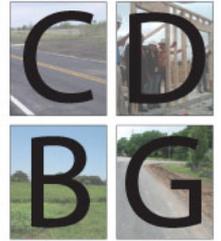
DURANTE LAS REUNIONES EL PÚBLICO TENDRÁ LA OPORTUNIDAD DE:

1. Identificar cual de las prioridades del programa CDBG establecidas para el período 2011-2013 necesitan ser atendidas en el año programático 2012

2. Identificar ideas específicas de proyectos



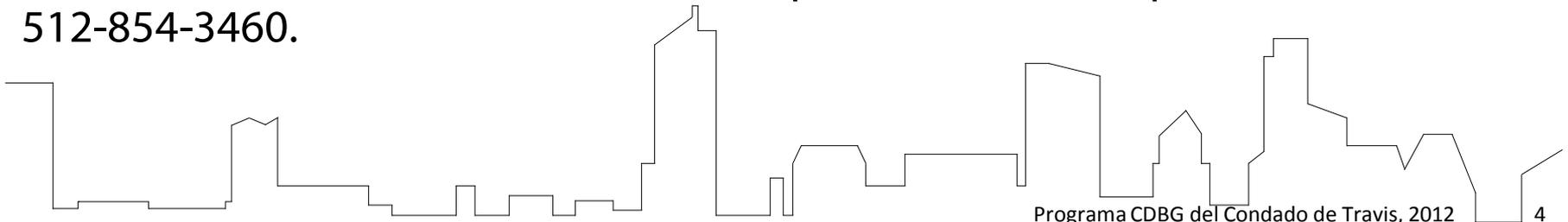
OTRAS OPORTNIDADES PARA PARTICIPAR



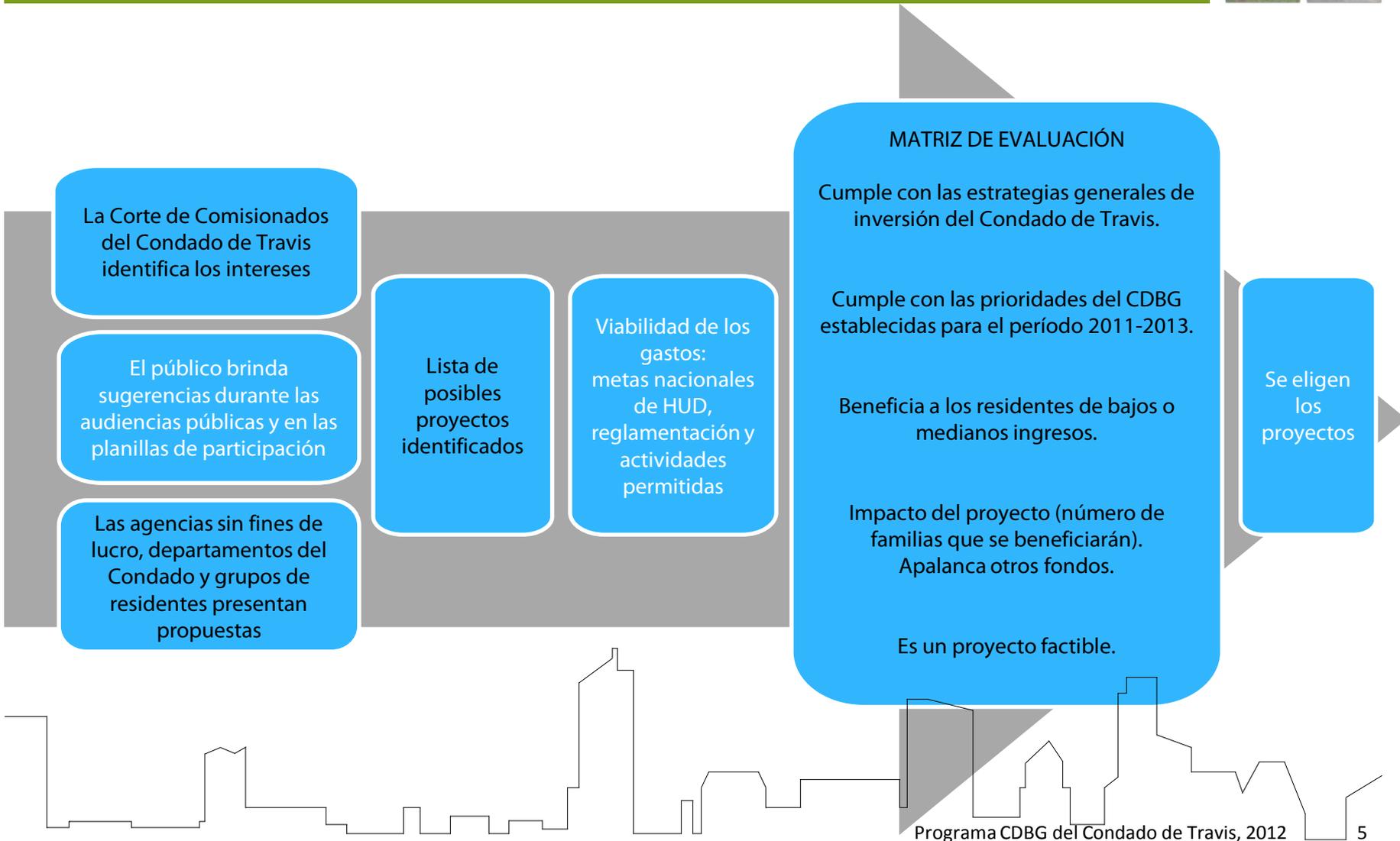
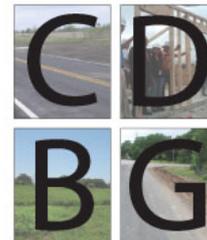
PLANILLA DE PARTICIPACIÓN PARA CIUDADANOS: disponible para el público que no puede asistir a las audiencias públicas para identificar necesidades

PLANILLA DE PROPUESTA DE PROYECTOS: disponible para personas, agencias o departamentos del condado que tienen ideas específicas de proyectos

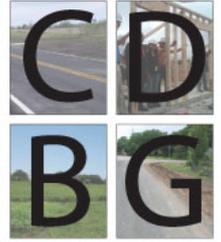
Las planillas se encuentran en el sitio web del programa CDBG (www.co.travis.tx.us/CDBG) y en cualquiera de los siete Centros Comunitarios del Condado de Travis. Estarán disponibles desde el 21 de febrero de 2012 hasta el 31 de marzo de 2012. También puede solicitar las planillas llamando al 512-854-3460.



¿CÓMO SE PRIORIZAN LOS PROYECTOS?



ASPECTOS BSICOS DEL CDBG



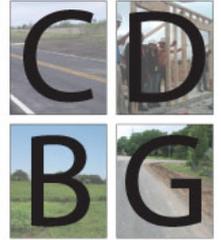
PROPÓSITO

- Mejorar las opciones de viviendas asequibles
- Mejorar los servicios e instalaciones en la comunidad
- Revitalizar vecindarios

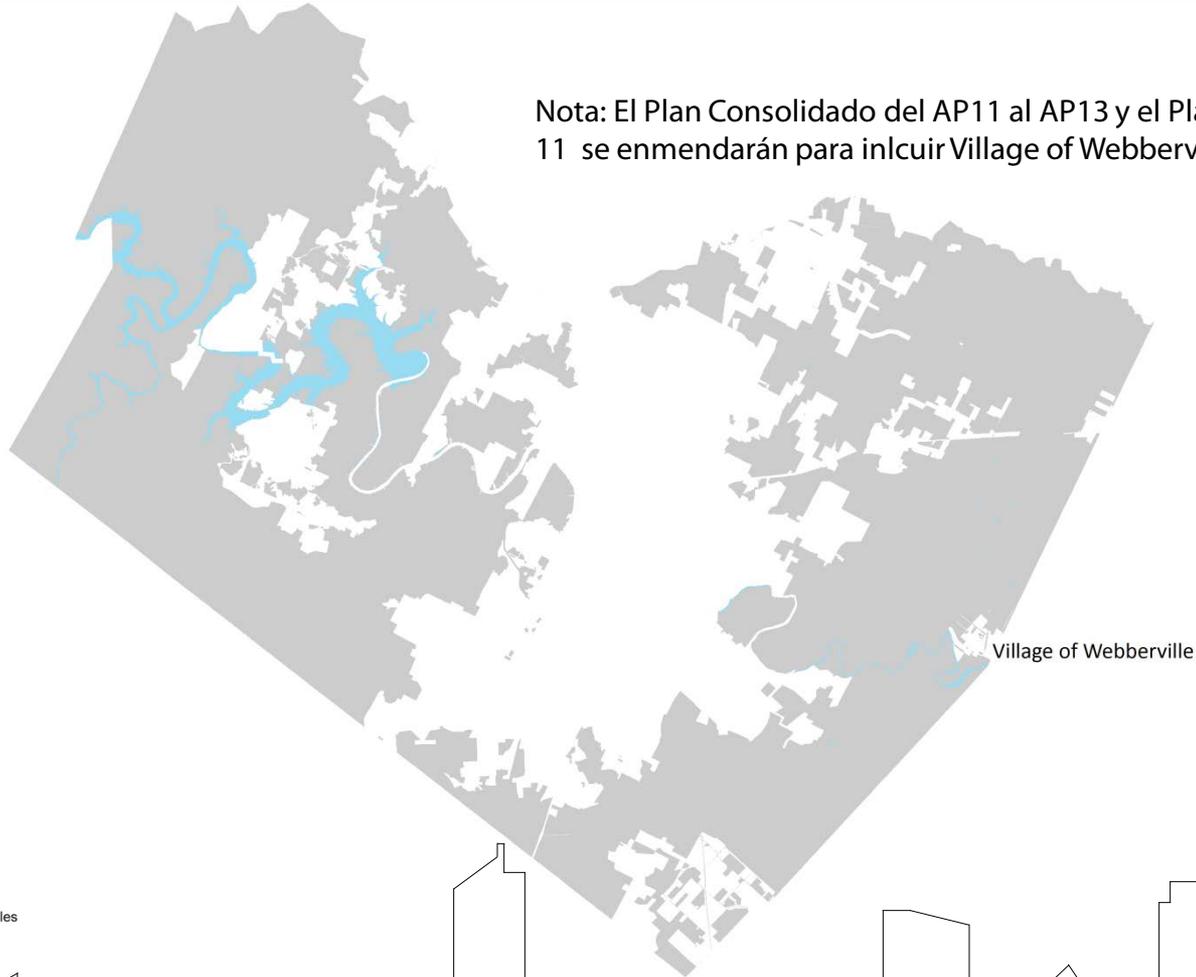
¿QUIÉNES SE BENEFICIAN?

- Por lo menos 70 % de los fondos deben beneficiar a residentes de bajos a medianos ingresos en áreas no incorporadas del Condado de Travis o en Village of Webberville

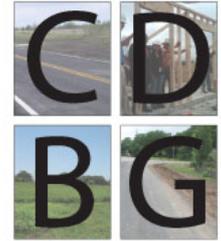
LOS PROYECTOS DEBEN ESTAR UBICADOS EN ÁREAS NO INCORPORADAS DEL CONDADO (ÁREAS GRISES) O EN VILLAGE OF WEBBERVILLE



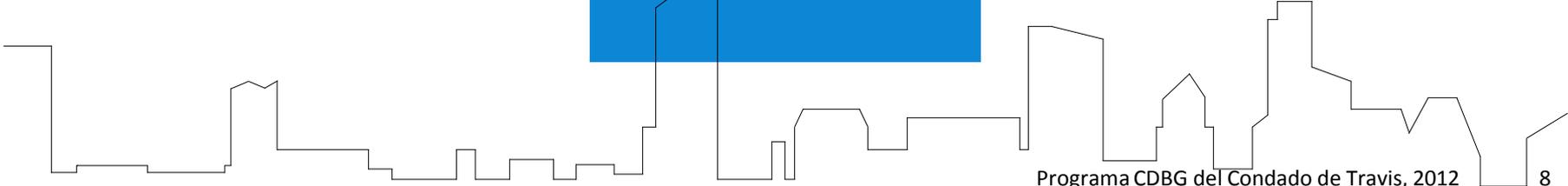
Nota: El Plan Consolidado del AP11 al AP13 y el Plan de Acción del AP 11 se enmendarán para incluir Village of Webberville



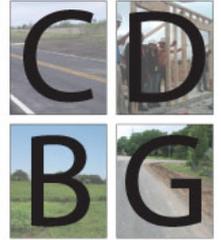
ACTIVIDADES PERMITIDAS



Los programas del CDBG implementan una variedad de actividades de desarrollo comunitario que incluyen pero no están limitadas a:

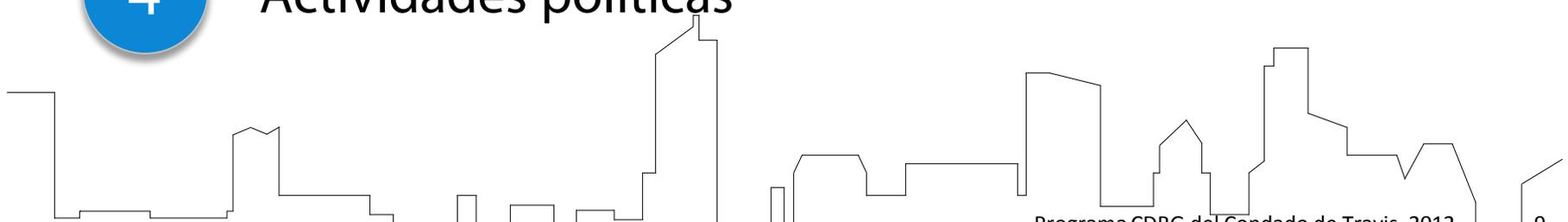


ACTIVIDADES NO PERMITIDAS



Generalmente, los siguientes tipos de actividades no están permitidas:

- 1 Adquisición, construcción o reconstrucción de edificios para uso general del gobierno
- 2 Construcción de nuevas viviendas por unidades de gobierno local general
- 3 Pagos de ciertos ingresos
- 4 Actividades políticas



PRIORIDADES DEL CDBG 2011-2013



CATEGORÍA

PRIORIDAD

Infraestructura

Alta

Vivienda

Alta

Servicios comunitarios

Alta

Poblaciones con servicios y necesidades especializadas

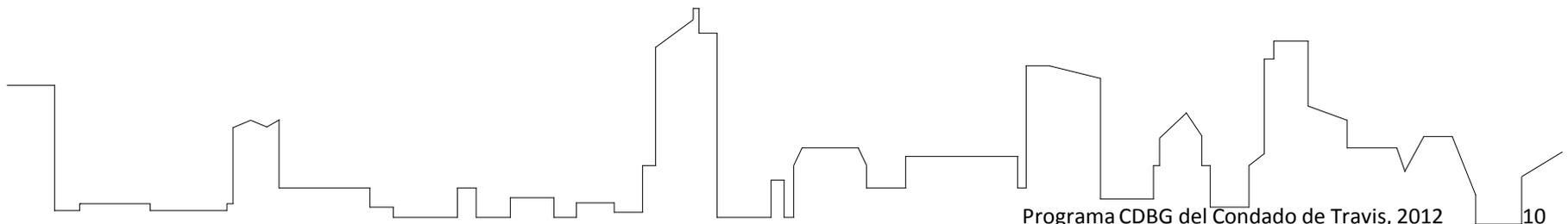
Mediana

Empresas y empleos

Mediana

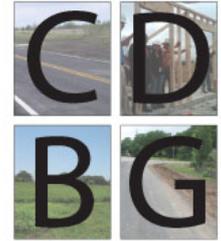
Instalaciones públicas

Mediana

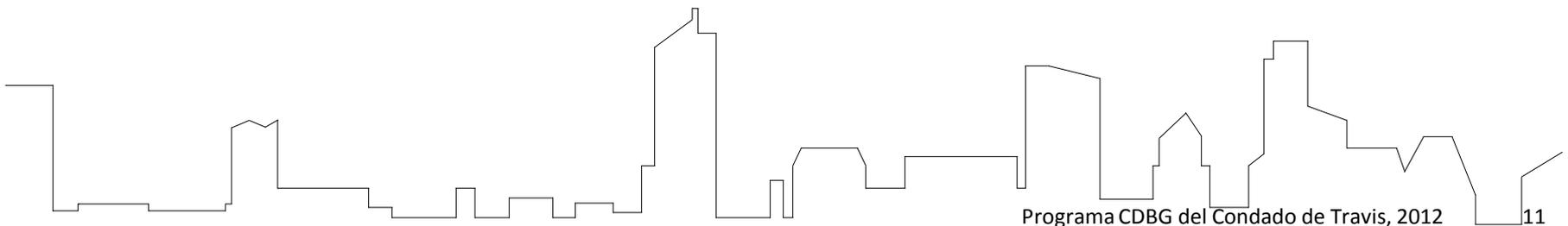
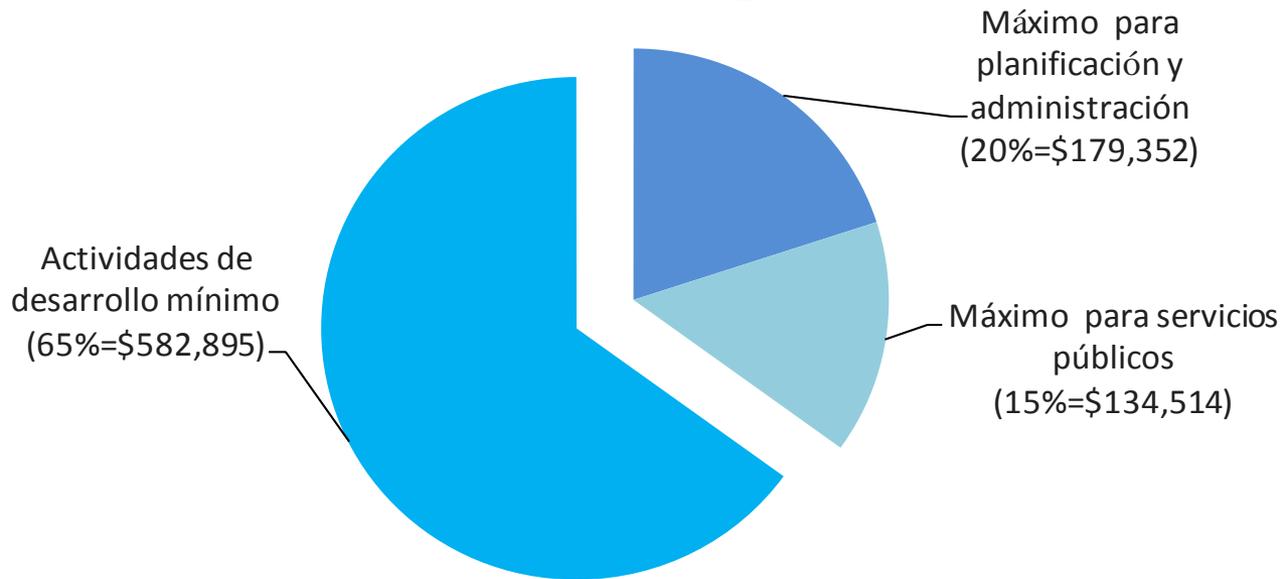


AÑO PROGRAMÁTICO 2012

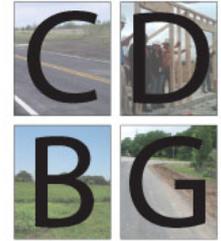
SUBSIDIO ESTIMADO: \$896,341



Actividades del Programa CDBG



ANTECEDENTES DE PROYECTOS DEL PROGRAMA CDBG



En los últimos 6 años, el programa CDBG ha financiado:

REHABILITACIÓN DE VIVIENDAS

ADQUISICIÓN DE TERRENOS

MEJORAS A LAS CALLES

PLANIFICACIÓN Y
ADMINISTRACIÓN

AYUDA PARA COMPRADORES DE
CASAS

CONEXIONES Y MEJORAS A
SISTEMAS DE AGUA

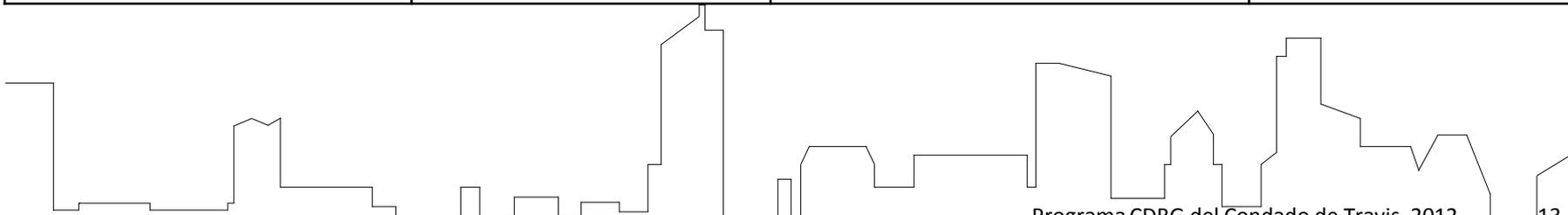
AMPLIACIÓN A LOS PROGRAMAS
DE TRABAJO SOCIAL

PRIMAVERA 2012

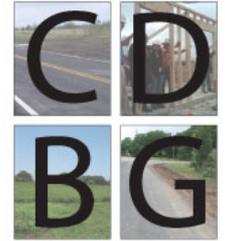
PRÓXIMOS PASOS



FEBRERO	MARZO	ABRIL	MAYO	JUNIO	JULIO	AGOSTO
	<p>Cinco (5) Audiencias Públicas para conocer necesidades comunitarias y recomendaciones de uso de los fondos</p>	<p>Evaluación de las ideas de proyectos</p>		<p>Aprobación de proyectos por la Corte de Comisionados del Condado</p>		<p>Aprobación final del Plan de Acción por la Corte de Comisionados y presentación a HUD antes del 15</p>
	<p>Solicitud de ideas de proyectos (fecha tope para presentar propuestas: 31 de Marzo)</p>			<p>Dos (2) audiencias públicas y un periodo de 30 días para comentar los usos propuestos del CDBG</p>		



INFORMACIÓN PARA COMUNICARSE CON EL CDBG



SITIO WEB www.co.travis.tx.us/CDBG

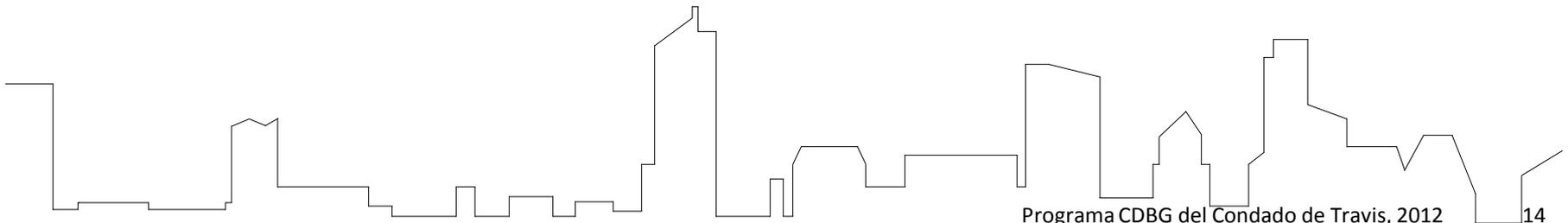
PERSONA DE CONTACTO Christy Moffett, LMSW, Senior Planner

CORREO ELECTRÓNICO Christy.Moffett@co.travis.tx.us

TELÉFONO 512-854-3460

FAX 512-279-2197

DIRECCIÓN P.O. Box 1748 Austin, Texas, 78767





Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Yolanda Reyes, (512) 854-9106

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512) 854-9106

Jessica Rio – Planning and Budget Office, (512) 854-9106

Cheryl Aker – County Judge's Office, (512) 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2012

2/21/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9891	Reserves	CAR Reserves		\$ 365,000	1
		001	4985	621	3011	TNR	Building Maint Equip/Supp	\$ 100,000		
		001	4985	621	3015	TNR	Other General Hardware	\$ 10,000		
		001	4985	828	8102	TNR	Purchsd Serv-Bldg Improv	\$ 255,000		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: February 14, 2012

RE: Request for \$365,000 from the CAR Reserve Earmark for the purchase of capital equipment and construction of a burial services pavilion for the new Travis County Cemetery

During the FY 12 budget process, Commissioners Court approved a \$365,000 earmark on the CAR Reserve to address capital expenses that were expected to be incurred in FY 12 related to the purchase of land for a new Travis County Cemetery. TNR's backup (attached) provides details on the equipment proposed to be purchased as well as photos of a burial services pavilion that is proposed to be built. In addition, TNR is proposing to have a commercial water meter and landscape irrigation system installed at the cemetery.

This item is on the agenda because TNR anticipates needing the new cemetery within the next 30-60 days. PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, PBO
Steven Manilla, Carol Joseph, Cynthia McDonald, Don Ward, TNR



Travis County Commissioners Court Agenda Request

Meeting Date: 2/21/12

Prepared By/Phone Number: Donald W. Ward, P.E. Phone #: 854-9317

Division Director/Manager: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

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

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on authorization to utilize an earmark on the CAR reserve fund of \$365,000 for the purchase of capital equipment and to construct a burial services pavillion for the new Travis County Cemetery on Wells School Road.

BACKGROUND/SUMMARY OF REQUEST:

In September 2011, Travis County approved the purchase of approximately 96 acres on Wells School Road for the purpose of developing a new cemetery to continue the current program of indigent burials. As part of the FY 2012 Budget, Commissioners Court earmarked \$365,000 for capital equipment and facilities for the new Wells School Cemetery. For proper and dignified burial operations, it is requested that capital equipment such as a burial vault handler, a landscape/multi-use tractor, concrete vault liners, landscape utility trailer, burial services pavillion and commercial water meter/landscape irrigation system be purchased and/or constructed at the Wells School Cemetery.

STAFF RECOMMENDATIONS:

Staff recommends the purchase of this capital equipment and the construction of a burial services pavillion as part of the continuation of the Indigent Burial Program for Travis County. Staff anticipates that the new cemetery will be needed within the next 30 to 60 days.

ISSUES AND OPPORTUNITIES:

TNR staff will have dependable equipment and burial service facilities to continue with the Indigent Burial Program provided by Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

Staff is recommending that funding come from the earmark approved by the Commissioners Court in the CAR Reserve (001-9800-981-9891).

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Mike Joyce	Fleet Services Manager	TNR	854-4658
Don Ward	Dir. Road Main. & Fleet Service	TNR	854-9317
William Derryberry	PBO Analyst	PBO	854-4741
Sherri Fleming	Health and Human Services	HHS	854-4581

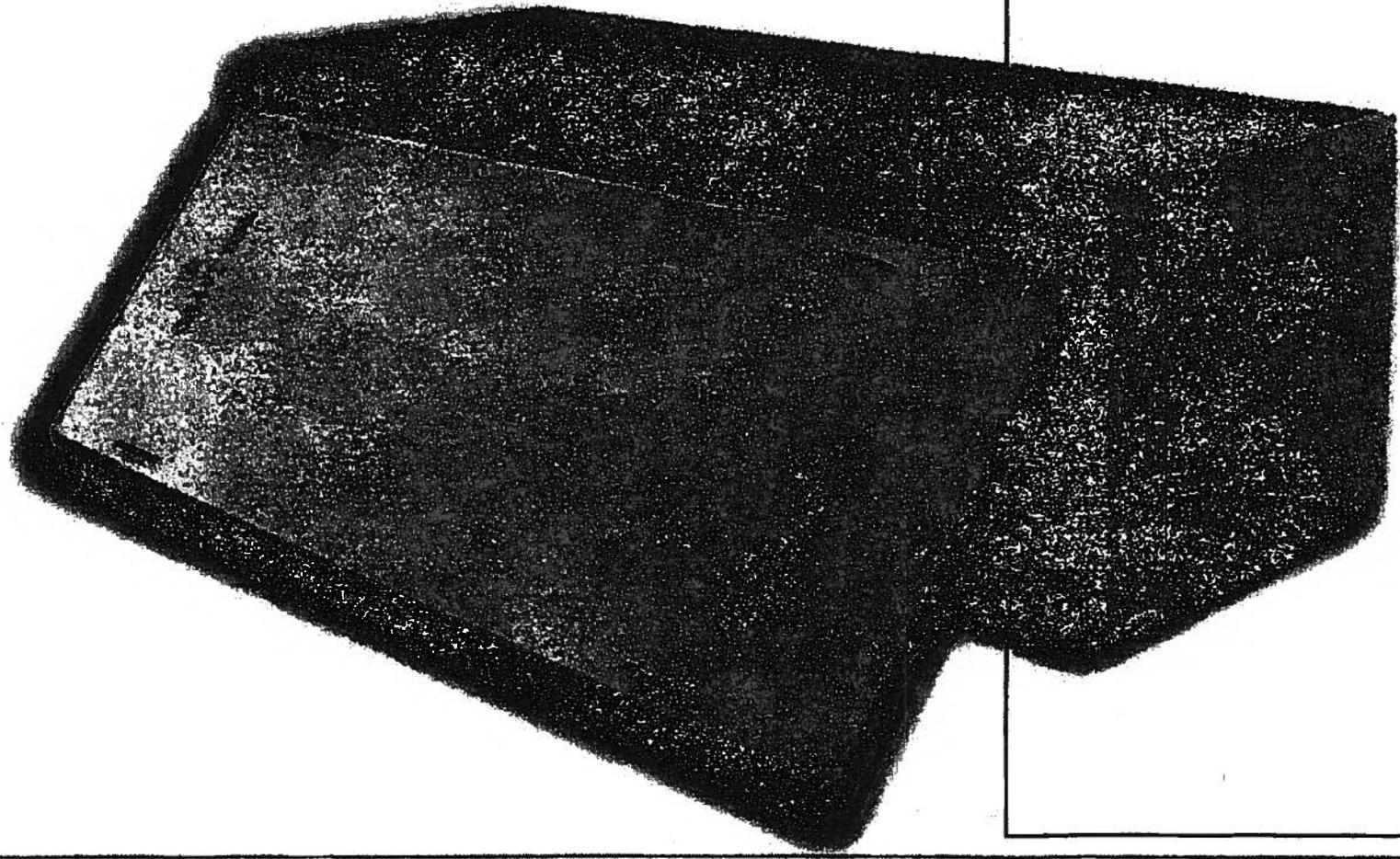
SM:DW:

4101 - Road, Bridge, Fleet Svs

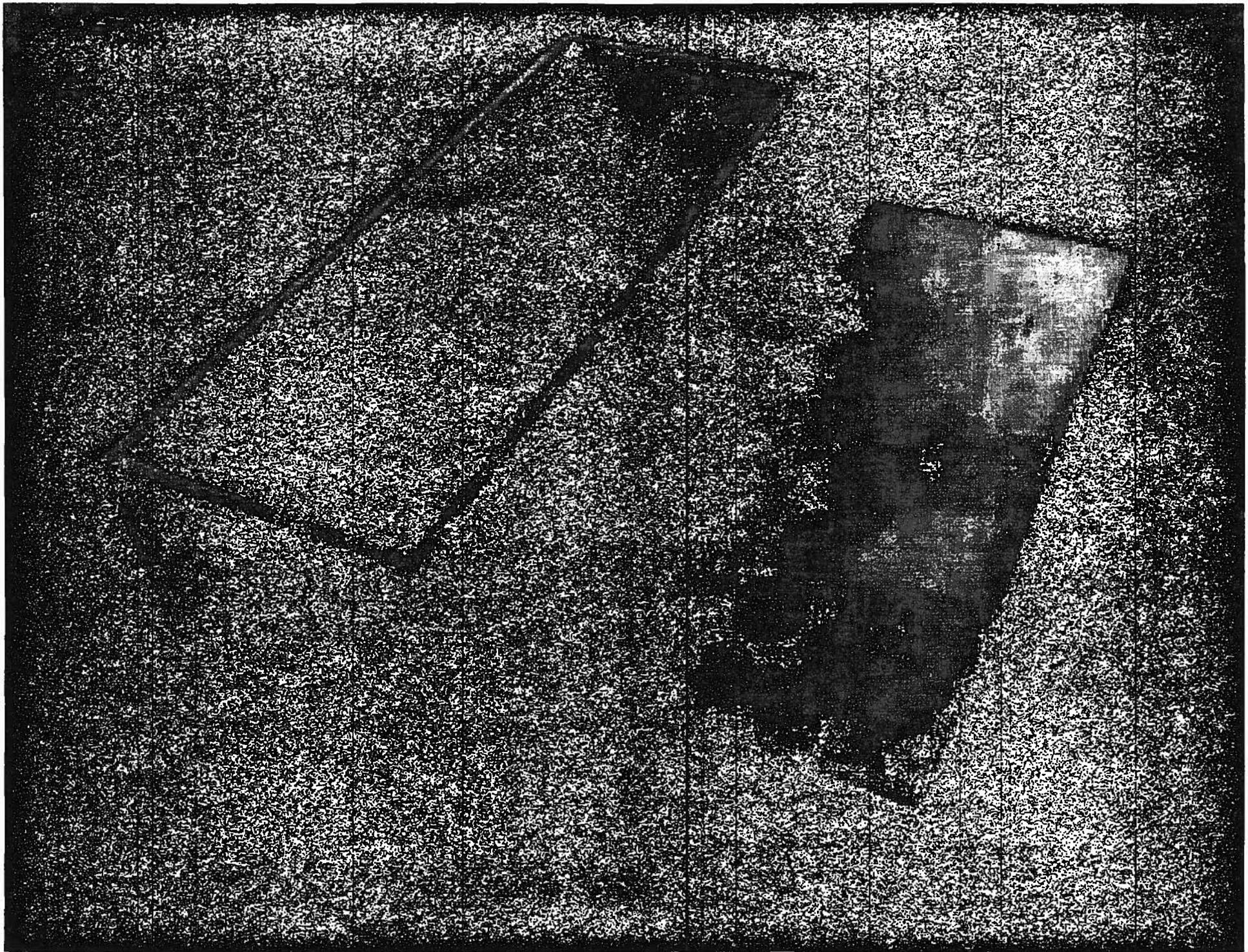
Concrete Grave Liner

Non-reinforced

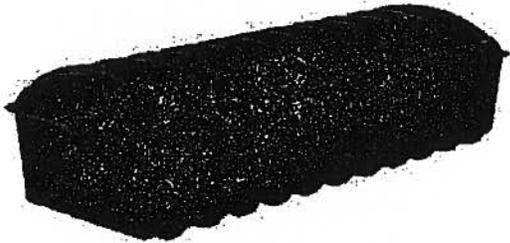
- Concrete non-sealed receptacle
- Drainage holes in base



7



5



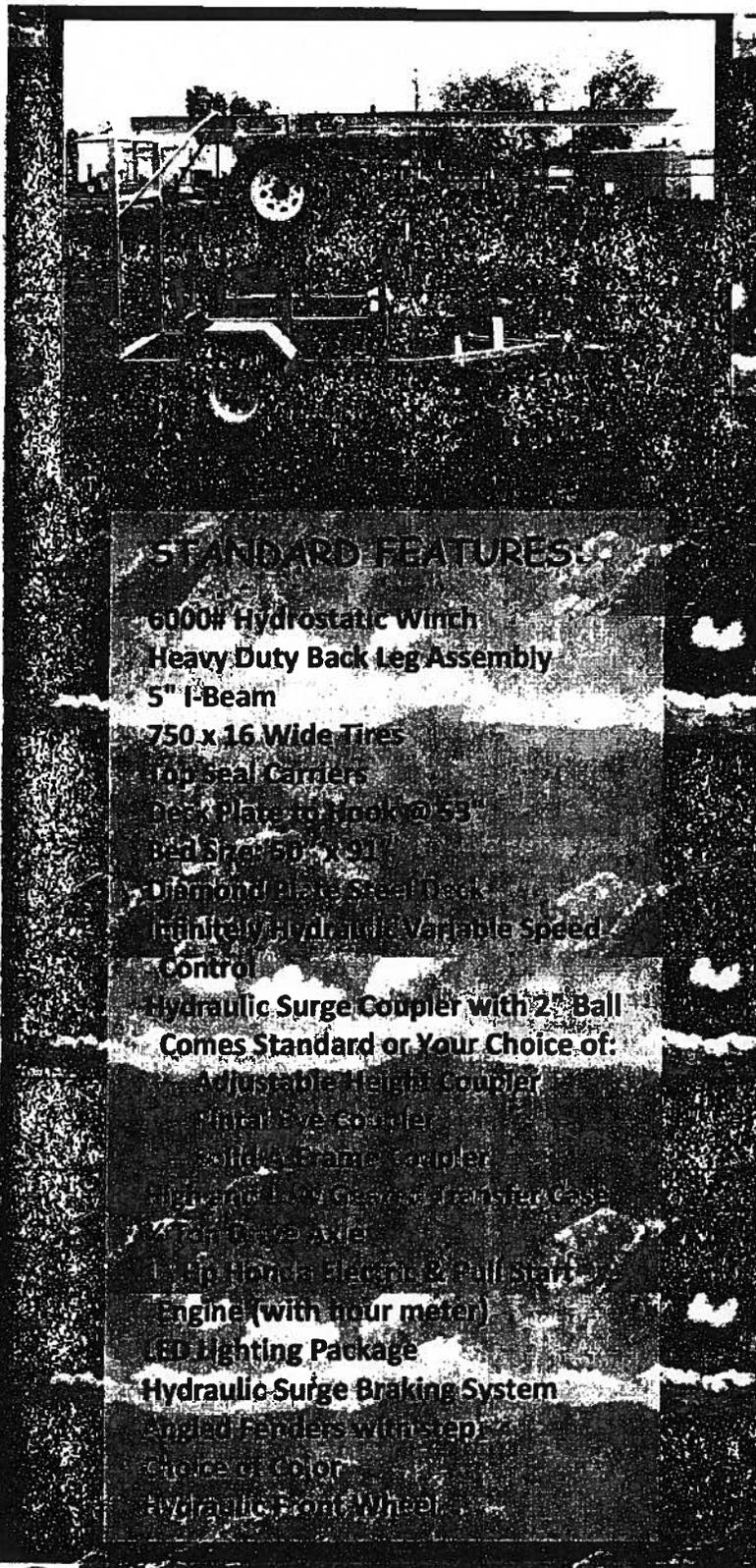
Graveliner (Plastic)

The Vantage Graveliner is an innovative design that is molded from polypropylene, yielding a highly engineered, exceptionally strong product that meets or exceeds cemetery regulations. For value and simplicity, there is no better choice available than the Vantage Graveliner.

- *Modern Technology*
- *Environmentally Friendly - Constructed of Recycled Materials*
- *Molded of Non-Biodegradable, Non-Porous Polypropylene for Performance*
- *Engineered of State-of-the-Art Materials that Effectively Resist the Forces of Nature and Man*
- *Seamless Construction*

© Copyright 2010 Vantage Products Corp. All Rights Reserved

Vault/Casket Handler

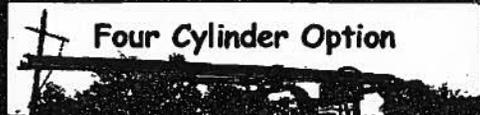


STANDARD FEATURES:

- 6000# Hydrostatic Winch
- Heavy Duty Back Leg Assembly
- 5" I-Beam
- 750 x 16 Wide Tires
- Top Seal Carriers
- Deck Plate to Hook @ 53"
- Bed Size: 50" x 91"
- Diamond Plate Steel Deck
- Infinite Hydraulic Variable Speed Control
- Hydraulic Surge Coupler with 2" Ball
- Comes Standard or Your Choice of:
 - Adjustable Height Coupler
 - Pin Drive Coupler
 - Solid Frame Coupler
- High and Low Gear Transfer Case
- 2 Pin Drive Axle
- 1.5 hp Honda Electric & Pull Start Engine (with hour meter)
- LED Lighting Package
- Hydraulic Surge Braking System
- Angled Fenders with step
- choice of color
- Hydraulic Front Wheel

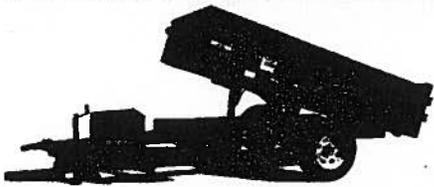
OPTIONAL FEATURES:

- Spare Tire with Bracket
- Hand-Powered Hoist Car Rollback
- Hydraulic Powered Boom & Rollback
- Swivel Hook
- Remote Winch Control
- Pendant Winch Control
- Higher Arch and Beam
- Longer I-Beam
- Blank Back
- Full Length Deck (Steel or Plywood)
- Plywood Deck
- Three Hydraulic Cylinder Package
- Four Hydraulic Cylinder Package
- Tool Box
- Air Seal Carriers
- Electric/Hydraulic Braking System



Utility Trailer

50DS



- 60" x 10' Single Axle Low Profile Dump Trailer
- 2,900# Approximate Payload
- 15" Tires (6 bolt) • 18", 12 Gauge Steel
- Enclosed Pump and Battery Box
- Lockable Control Unit • Self Centering
- 45 Degree Dump Angle
- Stake Pockets on Sides and Front

70LP



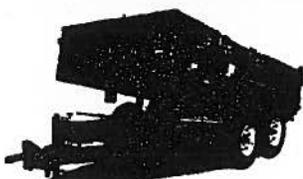
- 60" x 10' Low Profile Tandem Axle Dump Trailer
- 4,700# Approximate Payload
- 15" Tires (5 Bolt) • 18", 12 Gauge Steel
- Enclosed Pump and Battery Box
- Lockable Control Unit • Self Centering
- 45 Degree Dump Angle
- Stake Pockets on Sides and Front

70SR



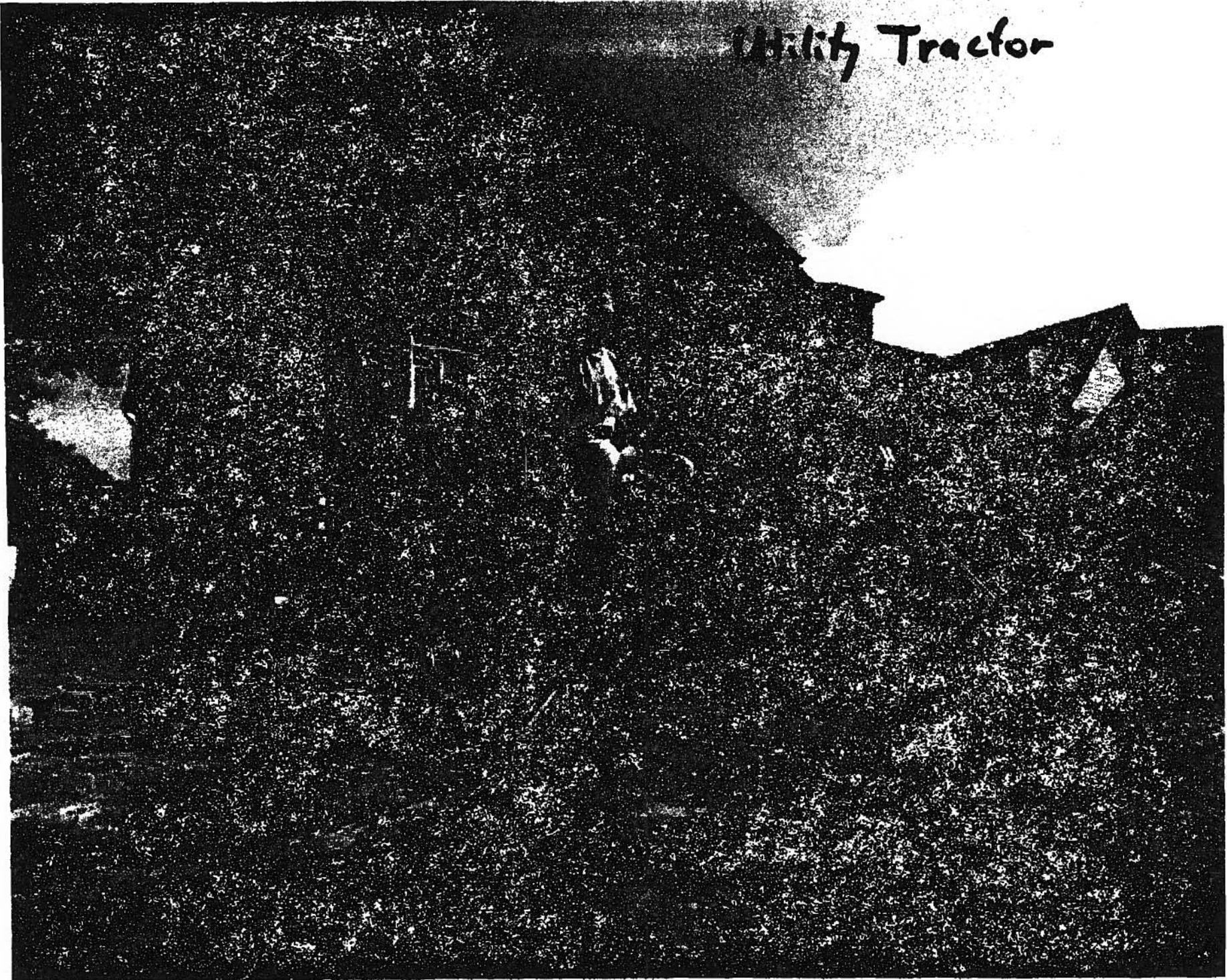
- Tandem Axle Single Ram Dump Trailer
- 2-5/16" Stamped A-Frame Coupler
- 5' Wide and 5,000# for the 6' Wide
- 5' Wide and 3,750# for the 6' Wide
- 15" Tires (5 bolt) • 20", 16 Gauge Steel
- Enclosed Pump and Battery Box
- Single Cylinder Lift • 45 Degree Dump Angle
- Tarp Brackets • 1" x 4" x 1/2" L

10SR

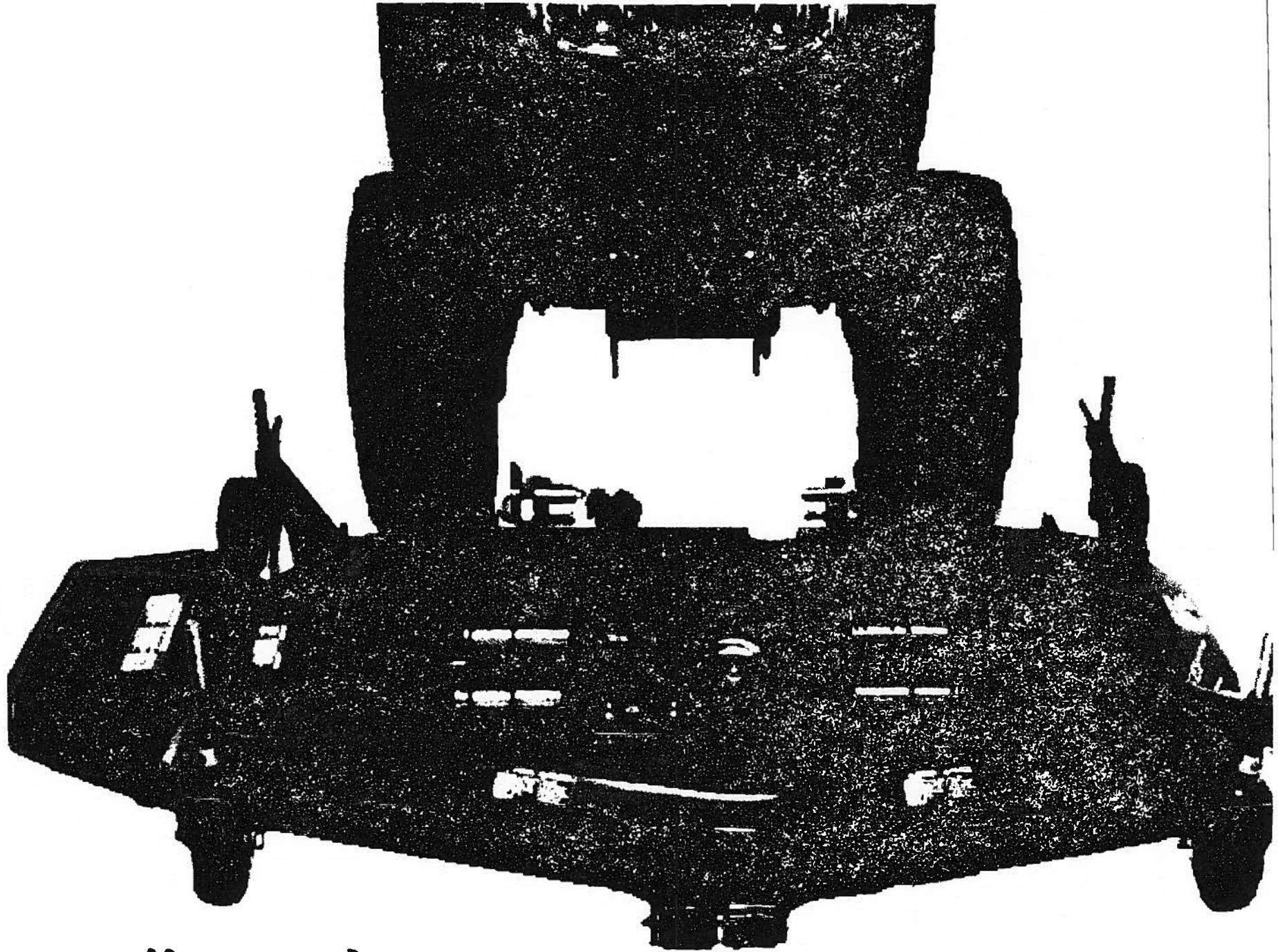


- 83" x 12' Low Profile Tandem Axle Dump Trailer
- 6,600# Approximate Payload
- 16" Tires (6 bolt) • 24" 12 Gauge Steel
- 10 Gauge Floor • Modular Sealed Wheel Well
- Hydraulic Single Cylinder Lift
- 1/2" Tie Rail on All Four Sides • Self Centering
- Tarp Brackets • Combo Gate

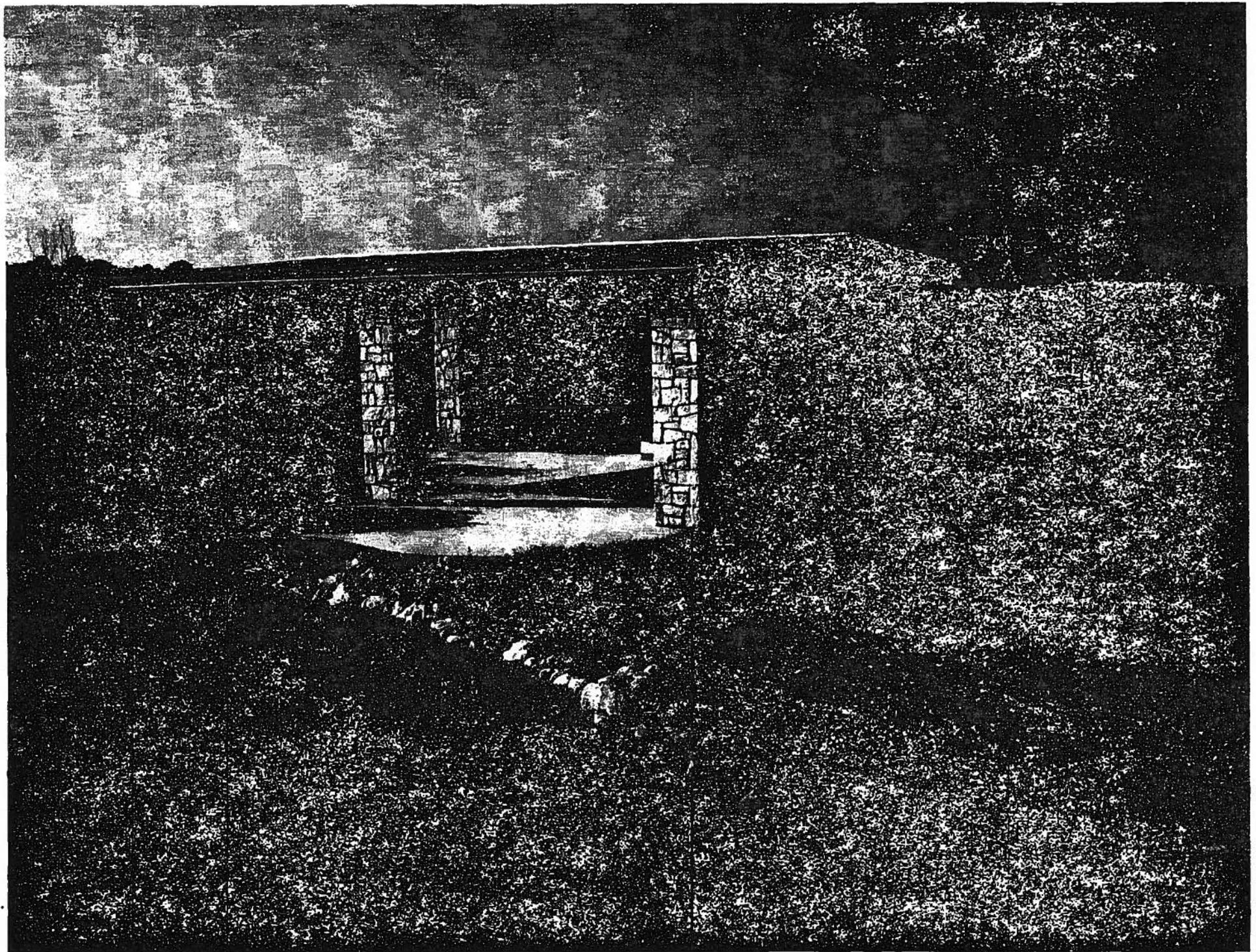
Utility Tractor

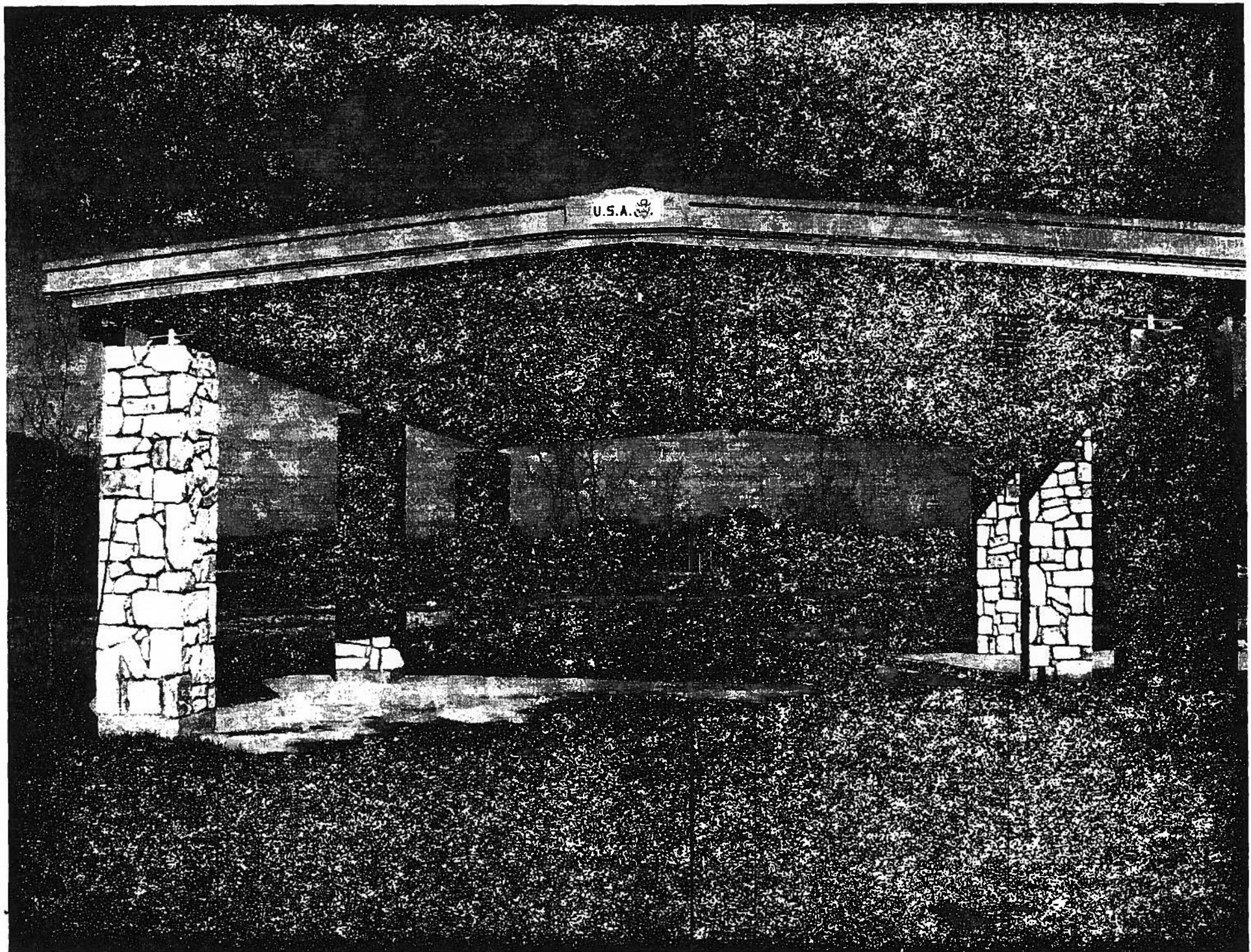


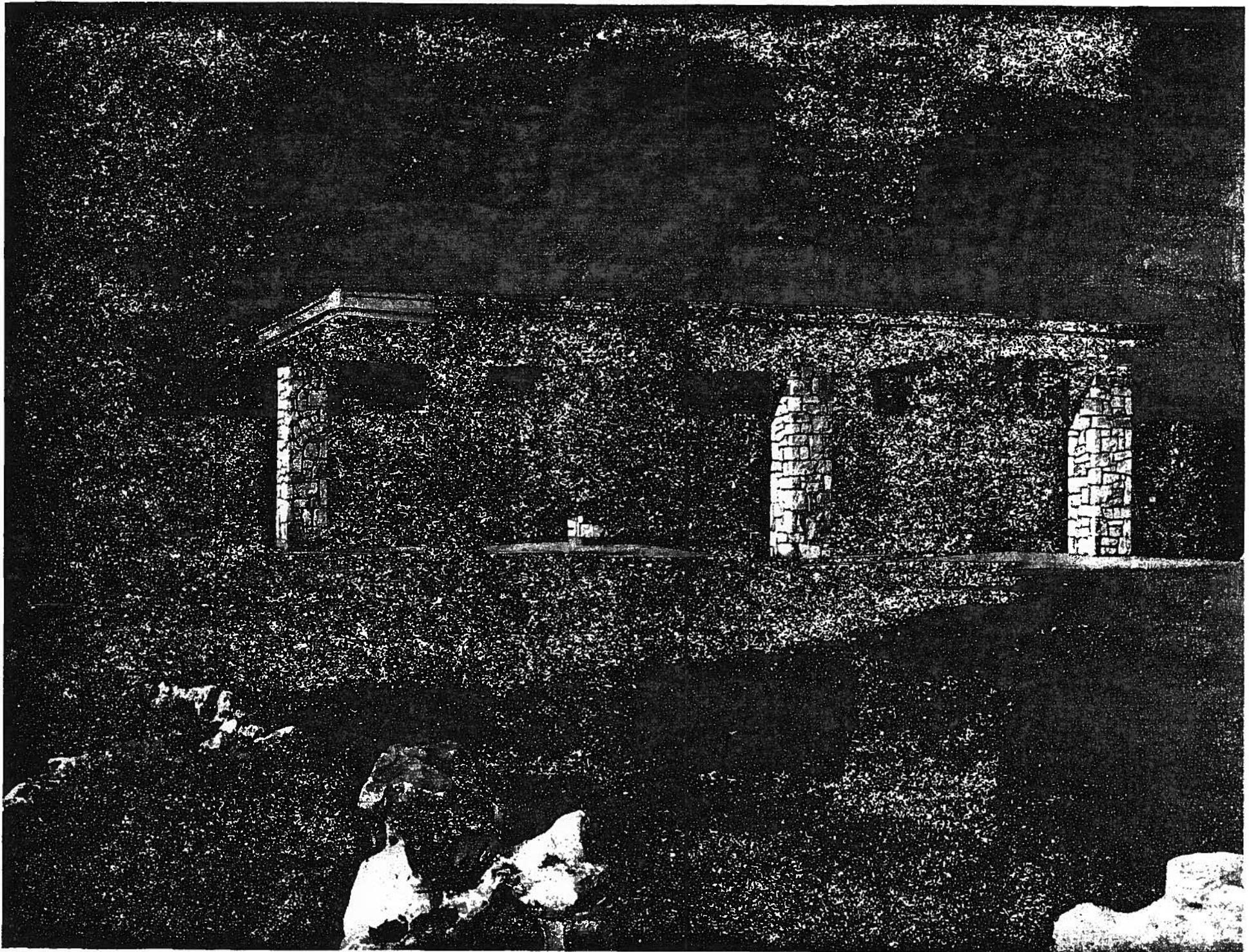
6



Mowing Deck for Utility Tractor







Budget Adjustment: 31333

Fyr_ Budget Type: 2012-Reg
 PBO Category: Amendment
 Just: Other

Author: 49 - MCDONALD, CYNTHIA
 Court Date: Tuesday, Feb 21 2012
 Transfer funds from CAR for development of new cemetery at Well School Road.

Created: 2/13/2012 4:49:12 PM
 Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			365,000
				365,000
To Account		Project		Amount
001-4985-621-3011	BUILDING MAINT EQUIP/SUPP			100,000
001-4985-621-3015	OTHER GENERAL HARDWARE			10,000
001-4985-828-8102	PURCHSD SERV-BLDG IMPROVM			255,000
				365,000

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	2/13/2012 04:50:14 PM
DepOffice	49	CYNTHIA MCDONALD	2/13/2012 04:50:16 PM
DepOfficeTo	49	CYNTHIA MCDONALD	2/13/2012 04:50:18 PM

- Dan Ramin 2-14-12
Therapy Allis 2-14-12

Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
(\$34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
\$11,865	Various	12/16/11	Cancelled Purchase Orders
(\$25,000)	TNR	12/22/2011	Envision Central Texas
(\$30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
(\$45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
(\$10,000)	TNR	12/28/11	Clean Air Force
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,985	Various	1/30/12	Cancelled Purchase Orders
\$16,150	Various	2/13/2012	Cancelled Purchase Orders
(\$45,000)	CES	2/14/12	SafePlace additional staff position
(\$31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
\$12,977,851	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring

Allocated Reserve Status (001-9800-981-9892)

(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
(\$8,947,139)	Total Possible Future Expenses (Earmarks)
\$4,030,712	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$1,433,446 (\$90,000)	TNR	12/13/11	Beginning Balance Guardrail Improvements
\$1,343,446 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY12 Budget Process:

Amount	Explanation
(\$365,000)	TNR - International Cemetery
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$952,005) Total Possible Future Expenses (Earmarks)	

\$391,441 Remaining CAR Balance After Possible Future Expenditures

Salary Savings Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$330,703			Beginning Balance
\$330,703 Current Reserve Balance			

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$4,000,000			Beginning Balance
(\$425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
(\$65,000)	CJP	1/19/2012	Legal Services Contract
\$3,510,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
\$60,250 Current Reserve Balance			

IJS/FACTS Reserve Status (001-9800-981-9840)

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
\$4,700,000 Current Reserve Balance			

Transition Reserve Status (001-9800-981-9841)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Reserve for State Cuts Status (001-9800-981-9842)

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
*\$300,000 Current Reserve Balance			

Starflight Maintenance Reserve Status (001-9800-981-9843)

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance Rescue Hoist
\$395,000 Current Reserve Balance			

TCSO Overtime Reserve Status (001-9800-981-9844)

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
\$1,500,000 Current Reserve Balance			

* Reserved for MHMR

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$1,043,855			Beginning Balance
\$1,043,855 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$51,367,824			Beginning Balance
(\$27,695,392)	TNR	11/22/11	Park Land, Vehicles and Rd.Impvts.
(\$5,886,705)	Facilities	11/22/11	700 Lavaca, 1st and 2nd floor Renovations
\$17,785,727 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 02/21/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

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

- A. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
- B. Annual application to the Office of the Governor, Criminal Justice Division, to continue the Travis County Eagle Resource Program in the Juvenile Probation Department;
- C. New application to the Office of the Governor, Criminal Justice Division for the Trauma Informed Assessment and Response Program to enhance the assessment and treatment for juveniles who have experienced trauma and are served by the Juvenile Probation Department; and
- D. Amendment to the contract with the Texas Department of Housing and Community Affairs to close out the grant term and deobligate unspent funds for the American Recovery and Reinvestment Act (ARRA) Weatherization Assistance Program (WAP); in Health and Human Services and Veterans Service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A, and B, are annual applications to continue existing grant programs.

Item C is a new grant program in Juvenile Probation. This grant adds a ½ time licensed counselor/therapist to identify youth that have been exposed to trauma and provide intervention services for these youth to reduce the need for out of home placement and reduce recidivism.

Item D is a deobligation of \$1,300,000 from the current ARRA WAP Weatherization Program, decreasing the total award from \$8,922,699 to \$7,622,699. As a part of the closeout process of this one-time award; the amendment reduces the award based on the anticipated total amount that will be spend and extends the closeout period to 60

days past the end of the Grant term. The grant was able to assist more than 1,090 households by providing home repair and weatherization services.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Items B, C, and D do not require a grant match. Item A requires the allocation of a portion of existing staff, an in-kind match, and a cash match that will be funded within existing departmental resources.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

TRAVIS COUNTY

2/21/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

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

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
Applications												
A	19	Family Violence Accelerated Prosecution Program	09/01/12 08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	R	MC	9
B	45	Travis County Eagle Resource Project	09/01/12 08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	R	MC	33
C	45	Trama Informed Assessment and Response Program	09/01/12 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	R	MC	52
Contracts												
D	58	ARRA WAP Weatherization Assistance Program*	09/01/2009 02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	R	EC	71

* Amended from original.

PBO Notes:

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

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

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

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012

*Amended from original agreement.

\$7,880,749 \$721,848 \$3,965,714 \$127,552 \$12,695,863 54.93

FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
			\$17,631,327	\$273,744	\$51,749	\$313,024	\$18,269,844	22.61	

*Amended from original agreement.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
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. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 6,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 9,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

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

GRANT SUMMARY SHEET

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

Grant Title:	Family Violence Accelerated Prosecution Program			
Grant Period:	From:	9/1/12	To:	8/31/13
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division (STOP VAWA Federal Act.)			
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Originating Grantor:	OVW/Office on Violence Against Women			
Originating Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$121,905.15	\$31,534.30	\$16,365.28	\$17,088.00	\$186,892.73
Operating:	0	0	0	\$653.66	\$653.66
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	\$121,905.15	\$31,534.30	\$16,365.28	\$17,741.66	\$187,546.39
FTEs:	1.54	.60	.14	0.00	2.28

Permission to Continue Information

Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
	\$	\$	\$	

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Average days to file a FV Misd Case	15	In Dec 2011, 11.				

Number of FV Misd Cases set for Jury in County Court 4	Under 300	In Dec 2011, 346.				
Measures For Grant	Projected	12/31/11	3/31/12	6/31/12	9/30/12	Projected
Number of Interns trained to provide direct assistance to victims/survivors of FV.	2	2				
Outcome Impact Description						
Number of victims assisted and supported by granted funded victim counselors and interns through TCAO FV Division.	400	158				
Outcome Impact Description						
Number of victims assisted with crime victim compensation applications by funded victim counselors and interns.	50	12				
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval of this application. The grant match is satisfied by a portion of salary of a victim counselor position, intern time and a possible cash match which the County Attorney's Office will fund within their departmental budget. There are no other continuing obligations for Travis County.

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 Travis County Attorney's Office (TCAO) seeks to continue enhancing its victim outreach services and increase the efficiency of prosecuting family violence criminal cases. The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a significant backlog of jury trials in past years.

Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition of the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors.

With a streamlined intake process, TCAO will continue to reduce the family violence filing days from 60 days to less than 15 days. As recently as December of 2011, cases were being filed in 11 days.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier. Throughout 2011, 2,636 911 wave files and 1,996 crime photos were requested.

In January 2010, the number of Jury Trials set in County Court #4 was 353. In January 2011, the number decreased to 255. In December 2011, there is a surge in the statistic (346), reflecting the desire that the judge has to have more trials, and therefore, reach a disposition in each case.

The part-time family violence prosecutor is also a key component of reaching our project's goal. This position reviews and screens cases with law enforcement and advises on evidentiary and legal issues that will affect the way in which cases are prosecuted. This position will only enhance our established project because it will ensure that each case that is filed meets the necessary criteria and that proper evidence is gathered to ensure efficient prosecution.

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

The current grant is available 1 year at a time. If the TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment and supplies for grant funded employees. The information in section three will provide more information about the match required.

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

A 35% match for this grant is required. The TCAO provides an in-kind match using UT School of Social Work Victim Counselor Interns. Their work provides a total of \$17,088 of in-kind match. (2 Interns working 960 hours total, at \$17.80 an hour). The TCAO also provides a cash-match of 60% for a Travis County Victim Counselor position, totaling \$31,534.30 of a cash match, coming from the general fund. In addition, we are asking that a cash match of \$16,365.28 be provided by the County to meet the match requirement for the increased funding that we are asking for. We are also using \$653.66 as an in-kind match based on the supplies that our intake attorney uses.

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

Yes, this grant contract offers a 2% indirect cost allocation.

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.

Should there be discontinuance of grant funding, our office would ask the Commissioner's Court for permission to fund the attorney positions using revenue from the general fund. The likelihood of this request being granted is unknown given today's economic climate. However, no other programs will be able to be discontinued.

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.

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the ever-increasing family violence caseload. Our part-time prosecutor will also ensure that each case that is filed meets the needed requirements and are also accompanied by vital evidence. Last year, we filed 3,286 family violence misdemeanor cases, each case with a victim who needs outreach. Our office has also been able to meet the measure for how many cases we dismiss (688) or receive convictions (654). This project is an essential and imperative part of our office and ultimately guarantees that victims get needed support and guidance, and offenders are held accountable for their actions.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

Katie Petersen – PBO
William Derryberry - PBO
David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office

TO: Janice Cohoon, Auditor's Office
FROM: Megan Fox, LMSW, TCAO
DATE: February 9, 2012

FY 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application

RE: #2104404

Dear Katie Petersen,

The Travis County Attorney's Office is applying to the 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant from the Office of the Governor for the time period of 9/1/2012 – 8/31/2013.

The funding from this grant will provide TCAO with 1 FTE intake prosecutor, 1 part-time family violence prosecutor, and 1 part-time victim counselor in the summer of 2013. The award amount for the application is **\$121,905.15**.

TCAO is requesting that the Commissioner's Court approve the grant application in order to submit the application to the Office of the Governor. It is imperative that this issue get on the Commissioner's Court agenda for review no later than 2/21/12, as the application is due to the Office of the Governor on 2/24/2012.

Attached for your review are the following documents:

-
- 1) Grant Summary Sheet
 - 2) Grant Application
 - 3) Resolution
-

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox

Megan Fox, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9316
Travis County Attorney's Office, Family Violence Division

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that the Travis County Attorney’s Office operate the Family Violence Accelerated Prosecution Program; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County Commissioners of Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOVLED that the County Commissioners of Travis County, Texas approves submission of the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation grant application to the Office of the Governor, Criminal Justice Division for support of the Travis County Attorney’s Office’s Family Violence Accelerated Prosecution Program.

Signed by: _____
Samuel T. Biscoe
Travis County Judge

Passed and Approved this _____(Day) of _____(Month), 2012_____(Year)

Grant Application Number: 2104404

Agency Name: Travis County

Grant/App: 2104404 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Family Violence Accelerated Prosecution Program

Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:

Created on:1/18/2012 11:29:46 AM By:Megan Fox

Profile Information

Applicant Agency Name: Travis County

Project Title: Family Violence Accelerated Prosecution Program

Division or Unit to Administer the Project: Travis County Attorney Office Family Violence Division

Address Line 1: Post Office Box 1748

Address Line 2:

City/State/Zip: Austin Texas 78767-1748

Start Date: 9/1/2012

End Date: 8/31/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Title: The Honorable

Salutation: Judge

Project Director

User Name: Megan Fox

Email: megan.fox@co.travis.tx.us

Address 1: PO Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9529 Other Phone: 512-854-9415

Fax: 512-854-9316

Title: Ms.

Salutation: Ms.

Financial Official

User Name: Susan Spataro

Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748

Address 1:

City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Megan Fox
Email: megan.fox@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9529 Other Phone: 512-854-9415
Fax: 512-854-9316
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000
Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this funding is to assist in developing and strengthening effective law enforcement, prosecution and court strategies to combat family violence, sexual assault, dating violence, and stalking crimes against women and to develop and strengthen victim services in such cases.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Program Emphasis - Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

0

Law Enforcement – any public agency charged with policing functions.

0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

100

Court – any civil or criminal court system.

0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0

Culturally Competent Victim Restoration - Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Travis County has agreed to operate with a coordinated community response to domestic violence. Because of this, we have relationships and ties to many other organizations and groups throughout Travis County and Central Texas. Travis County Attorney's Office (TCAO) has partnered with external organizations that are able to provide individualized services to meet the unique needs that each victim presents with. For example, we provide referrals to Saheli (a nonprofit organization serving Asian women in abusive relationships), American Gateways (immigration services), Deaf Services, Catholic Charities, and others. We provide Spanish-speaking victim counselors and interns and the County also provides sign language interpreters for our deaf clients. In addition, the victim counselors and prosecutors at TCAO are trained in and have experience dealing with victims of various cultures and backgrounds. Our office understands that victims of family violence come from diverse cultures are therefore, are impacted and influenced by their background. Because of this, it is important to know how different cultures may react to issues surrounding domestic violence because that will impact the way the victim feels, how they view the criminal justice system and possibly their willingness to reach out for help or be cooperative. Many times, there are cultural norms and expectations underlying an unhealthy pattern within a relationship, specifically when it comes to speaking out in cases of family violence. Being able to understand this is a key component in starting where the client is and also helping the victim to feel empowered enough to get out of that relationship. Because of the many factors, cultural competency is extremely vital in order to ensure successful communication and strong rapport-building with victims. Furthermore, our office assists victims of criminal family violence cases to obtain U-VISAS. Often times, immigrants are hesitant to report violent crimes or family violence due to fear of deportation. Helping victims acquire some type of residency as a result of being cooperative with law enforcement and prosecution, encourages victims to come forward and report crimes. Securing residency is also a key factor in empowering victims and helping them stay safe. Our office recognizes and acknowledges the importance of valuing every culture and perspective, as well as the need to remain culturally competent and aware.

Forensic Medical Examination Payments – Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Polygraph Testing Prohibition – A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders – Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Judicial Notification – Offenders involved in a protection order are not allowed to possess a firearm unless the offender is a peace officer who is actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

Criminal Charges - In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Nondisclosure of Confidential or Private Information – Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Statewide Priorities

Applicants must address one or more of the following statewide priorities:

Improve the criminal justice system response to victims of violence against women.

Provide a brief explanation:

Victims can often feel overwhelmed by the criminal justice system. Our office continues to conduct victim outreach to the people who are identified as victims in family violence cases. Victim outreach allows our office to initiate contact with victims and listen to them. We document their account of the incident as well as their wishes as to what they want to see happen with the criminal case, and we educate them about the process. We discuss restitution with victims, update them on court dates and provide referrals as necessary. Outreach also allows the victim to feel like their voice is heard and also provides the victim with a personal contact to our office. We also have victim counselors that are available while victims are at court. Our office also focuses on vertical prosecution, the concept that we have specially trained intake attorneys and prosecutors who handle our cases from start to finish, ensuring that a case is filed and disposed of in a faster manner.

Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.

Provide a brief explanation:

Strengthen victim restoration.

Provide a brief explanation:

Increase collaboration and communication across all levels of government and among all victim services.

Provide a brief explanation:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess

Enter the Address for the Civil Rights Liaison:

HRMD 700 Lavaca, Suite 420 Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-854-2743

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target. Enter your problem statement:

*The high volume of family violence cases affects the length of time it takes for each case to reach a disposition. The longer it takes to reach a disposition, the harder it is to prove a criminal case, the greater the likelihood that the victim is either unavailable or has reconciled with the batterer, and the longer a defendant must wait to be held accountable. *Victims of family violence cases and applicants of protective orders are in need of guidance, support, and information as both a means to ensure victim restoration, as well as to help bring their case to closure.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Travis County Attorney has watched the number of Jury Trial Settings decrease in County Court #4 due to the accelerated prosecution program provided by this grant funding. In January 2009, the number of Jury Trials set in County Court #4 was 354. In January 2010, the number was 254. In February 2011, the number was 209. In October 2011, the number was 226. Between November 2011 and January 2012, we begin to see an increase in numbers as the judge moves to try to get more jury trials set and heard so dispositions can be reached faster. In addition, the average number of days from filing to reaching a final disposition is around 266 days (approximately eight months). Travis County has also shown a decrease in the days it takes to file misdemeanor family violence cases. The average days to file a charge throughout the entire year of 2011 was 15 days. To be more specific, in December 2009, the average number of days to file was 16. In December 2010, the average number was around 15. In December 2011, the average number of days to file was 11. Travis County would like to continue to keep this number less than 15 a month. The intake prosecutor also requests 911 tapes and crime scene photos during the intake process. In 2011, the grant-funded intake attorney requested 1,996 crime scene photos as well as 2,636 911 calls to use as evidence. Being able to request these items in such a timely manner, as evidenced in 2011, is absolutely critical in ensuring dispositions are reached faster. Moreover, in 2011, the part-time prosecutor staffed a total of 799 cases with law enforcement. In addition, this position prepared 253 cases for enhancement review and provided 568 cases with necessary evidence. This position is a critical component to ensure efficient and faster prosecution of defendants. This position ensures that our criminal cases meet the necessary legal criteria, communicates with prosecutors and confirms that evidence is available to assist with prosecution.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Community Plan for Travis County identifies multiple priority areas related to domestic violence that this grant project will address. Under Priority A in the "Law Enforcement, Prosecution and the Courts" section, it describes the need for additional personnel and resources for law enforcement, prosecutors and the court to solve violent crime and improve public safety. A goal listed is to provide resources and support for the effective prosecution and adjudication of violent crime. A task that is included mentions the importance of identifying funding for personnel, resources, and training to support violent crime investigations, including domestic violence. With accelerated prosecution, our office will be able to hold offenders accountable as well as increase public safety through our safety planning and outreach with victims, as well as assisting them with applying for protective orders.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

To expedite the processing and disposition of cases so that victim restoration can begin sooner, safety can be facilitated for victims and our community, and accountability can occur for the perpetrator. To elaborate, reaching a disposition in a timely manner is imperative, this ensures that the most violent offenders are able to begin treatment sooner. In addition, we seek to provide timely and thorough outreach to victims, assess their needs and

provide counseling and referrals as necessary.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Travis County's project is on schedule in accomplishing the stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Attorney's Office seeks to maintain the efficiency of prosecuting family violence criminal cases. Accelerated prosecution increases the likelihood of victim cooperation, as well as the probability that subpoenaed police officers are able to recall and testify to specific details about the incident and their interactions with the victim. In summary, the longer a case takes to reach disposition, the harder the case is to prove for our office and the harder it is to impose accountability on a defendant. Funding the additional part-time prosecutor position also ensures that the criminal cases are screened appropriately and the necessary evidence is collected that will ensure proper prosecution. Victims of family violence face increased danger and risks to their safety during the prosecution phase. Our office seeks to expedite the processing of cases so that victim restoration can begin sooner and safety can be facilitated for victims and the community. Earlier outreach also provides victims with immediate safety planning at a critical time. In addition, accelerated prosecution allows for the intake attorney to collect evidence sooner, plan case strategy earlier and make recommendations for punishment. It also allows the prosecutorial staff to build rapport earlier with the victims. Vicim counselors and interns support the victims much sooner in the case and offer on going support and face-to-face support on trial days.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

0

Domestic Abuse Percentage (%):

100

Stalking Percentage (%):

0

Dating/Acquaintance Percentage (%):

0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Legal Advocacy	25.00	A victim counselor and victim counselor interns will perform the following legal advocacy tasks: 1) assess a victim's safety and provide safety planning; 2) seek victim input on family violence criminal cases; 3) provide victim with information regarding their rights and options; 4) inform victims on the status of a criminal case; 5) provide in-court accompaniment; 6) provide referrals to agencies and other services to assist with victim restoration; and 7) assist with application assistance for a protective order.
Prosecution	75.00	The family violence intake attorney performs the following prosecution tasks: 1) reviews family violence and related criminal complaints; 2) files formal criminal charges of crimes directly related to family violence; 3) makes punishment recommendations; 4) develops case strategy that starts at the date of filing; 5) performs negotiations; 6) prepares cases for trial; 7) collects, organizes and prepares evidence and other legal materials. The family violence prosecutor performs the following tasks: 1) Staffs cases with law enforcement and advises them on evidentiary and legal issues that will assist them in developing cases that can be efficiently prosecuted; 2) Reviews cases and provides advocacy for situations when the true victim was arrested; 3) Facilitates communication and transfer of evidence between law enforcement and prosecutors; 4) Assists in compiling cases for enhancement review by the District Attorney's Office; 5) Perform legal research for issues arising under the Family Violence laws; 6) Evaluates evidence and screens for adequacy, advises law enforcement with regards to necessity of more evidence gathering.

Geographic Area:

Travis County.

Target Audience:

The Travis County Attorney's Office's accelerated prosecution program serves victims of family violence and the office prosecutes perpetrators of family violence.

Gender:

The Travis County Attorney's Office's accelerated prosecution program serves all victims of family violence, whether they identify as male, female, or transgendered but we primarily serve women.

Ages:

The Travis County Attorney's Office accelerated prosecution program serves victims of family violence of all ages, primarily 18 years of age and older.

Special Characteristics:

none entered.

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT	TARGET
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	DATA	LEVEL
Number of times survivors are accompanied to court.	209	300
Number of sexual assault, domestic violence and / or stalking cases filed.	3286	3000
Number of survivors assisted through the legal process.	537	500
Number of survivors assisted with crime victim compensation applications.	47	60
Number of survivors receiving information and / or referral (in person / by phone).	747	500
Number of volunteers trained to provide direct assistance to victims / survivors.	3	2
Number of sexual assault, domestic violence, and / or stalking cases referred.	3523	3000
Number of survivors contacted regarding court ordered restitution.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of charges dismissed or acquitted.	688	700
Number of children placed with a permanent care provider (for CASA programs).	0	0
Number of cases resulting in conviction or deferred adjudication.	654	800
Number of survivors receiving partial court ordered restitution.	0	0
Number of survivors receiving full court ordered restitution.	0	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2011

Enter the End Date [mm/dd/yyyy]:

9/30/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the Date of the Last Single Audit

9/30/2010

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;

- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEO is required to be on file in the office of (enter the name and address where the EEO is filed below):

Enter the name of the person responsible for the EEO and the address of the office where the EEO is filed:

Dana Hess, 854-9165 700 Lavaca, Ste 420, Austin, TX

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEO and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEO is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEO has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. **NOTE:** "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Attorney	1 FTE Intake Attorney for the TCAO Family Violence Division. An intake attorney, who possesses experience and training related to domestic violence, will file our cases in a faster capacity. This process results in accelerated prosecution which in turn, results in cases reaching a disposition in a faster capacity. Salary is \$53,492.48. Fringe for this position is estimated to be \$17,511.66.	\$71,004.14	\$0.00	\$0.00	\$0.00	\$71,004.14	100
Personnel	Attorney	1 Part-Time Family Violence Prosecutor who works closely with law enforcement, staffing cases with them and advising on evidentiary and legal issues that will assist them in investigating and developing cases that our office can effectively prosecute. This is a position that we are seeking funding to support as a means to more efficiently prosecute cases and reach dispositions faster. This positions' salary is \$49,988.48 with	\$44,246.85	\$16,365.28	\$0.00	\$0.00	\$60,612.13	73

		fringe of \$12,442.02. The total is \$60,612.13.							
Personnel	Counselor and/or Therapist (licensed)	This full-time Victim Counselor works with victims of Family Violence cases. This position acts as 60% for match. This counselor provides support, referrals, education and guidance to victims of criminal cases or applicants of protective orders. This position helps increase the speed of prosecution by gathering victim input and relaying this information to prosecutors. Salary is \$38,134.72. Fringe is \$14,422.45 for a total of \$52,557.17.	\$0.00	\$31,534.30	\$0.00	\$0.00	\$31,534.30	60	
Personnel	Counselor and/or Therapist (non-licensed)	1 Part-Time Victim Counselor that provides support, education and resources to victims of family violence over the summer months. This counselor will provide 360 hours of work (\$16.64/hour, for 20 hours/week). Salary for this position is \$6,170.11 with a fringe amount of \$484.05.	\$6,654.16	\$0.00	\$0.00	\$0.00	\$6,654.16	100	
Personnel	Intern, Mentor, Service Provider, Student Worker, and/or Support Staff	2 Interns/Volunteer Victim Counselors that provides support, education and resources for victims of family violence. This	\$0.00	\$0.00	\$17,088.00	\$0.00	\$17,088.00	100	

		position increases the speed of prosecution by gathering victim input to support the criminal court case. This position also assists victims when applying for protective orders with legal assistance as well as counseling and referrals. Each intern provides 480 hours for an in-kind match of \$17.80 per hour. The interns start around September and conclude around May. No fringe is included for this volunteer position. The total amount of in-kind match for two interns is \$17,088.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	This line-item describes the amount of funds used by 1 FTE attorney for office supplies.	\$0.00	\$0.00	\$653.66	\$0.00	\$653.66	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
2 Victim Counselor Intern hours.	In Kind Match	\$17,088.00
Travis County General Revenue Fund for a Victim Counselor	Cash Match	\$31,534.30
Cash Match for the Part-Time Attorney	Cash Match	\$16,365.28
In-Kind match for Office Supplies for 1 FTE Attorney	In Kind Match	\$653.66

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$65,641.24	\$47,899.58	\$17,741.66	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$121,905.15	\$47,899.58	\$17,088.00	\$0.00	\$186,892.73
Supplies and Direct Operating Expenses	\$0.00	\$0.00	\$653.66	\$0.00	\$653.66

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$121,905.15	\$47,899.58	\$17,741.66	\$0.00	\$187,546.39

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** meganfox

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Traci Mondragon	
Phone Number:	854-7046	

Grant Title:	Travis County Eagle Resource Project				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	\$31,300	0	0	0	\$31,300
Capital Equipment:	0	0	0	0	0
Indirect Costs:	\$626	0	0	0	\$626
Total:	\$31,926	0	0	0	\$31,926
FTEs:	0	0.00	0	0.00	0

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Average length of stay	150	193	n/a	n/a	n/a	150
Number of Staff trained for re-entry	85	84	n/a	n/a	n/a	85
Number of program youth served	80	23	n/a	n/a	n/a	80
Number of staff with increased knowledge of program area	85	84	n/a	n/a	n/a	85
Number of youth completing program requirements	47	14	n/a	n/a	n/a	47
Number of youth exhibit decrease in substance abuse	80	23	n/a	n/a	n/a	80
Number of youth exhibit increase in employment opportunities	47	14	n/a	n/a	n/a	47
Number of youth who exhibit improved school attendance	80	23	n/a	n/a	n/a	80
Measures For Grant						
Average length of stay in Residential Services	150	193	n/a	n/a	n/a	150
Outcome Impact Description	Staff trained to assist youth in vocation education programs for reentry in the community					
Number of full time and part time staff trained in offender re-entry	85	84	n/a	n/a	n/a	85
Outcome Impact Description	Staff trained to assist in the re-entry of youth back in the community.					
Number of program youth served.	80	23	n/a	n/a	n/a	80
Outcome Impact Description	Youth with at least one adjudication 15-17 years old who will benefit from vocational programs/education when they reentry the community					
Number of staff with increased knowledge of program area	85	84	n/a	n/a	n/a	85
Outcome Impact Description	Youth with at least one adjudication 15-17 years old who will benefit from vocational programs/education when they reentry the community					
Number of youth completing program requirements	47	14	n/a	n/a	n/a	47
Outcome Impact Description	Youth completing the program and will have the skills necessary to apply for employment.					
Number of youth exhibit decrease in substance abuse	80	23	n/a	n/a	n/a	80

Outcome Impact Description	Qualitative data to be gathered from Ohio Scales JPO assessment.					
Number of youth exhibit increase in employment opportunities	47	14	n/a	n/a	n/a	47
Outcome Impact Description	Youth completing the program and will have the skills necessary to apply for employment.					
Number of youth who exhibit improved school attendance	80	23	n/a	n/a	n/a	80
Outcome Impact Description	Once back in the community, are better conditioned to attend classes to complete the required courses.					

PBO Recommendation:

The Juvenile Probation Department is requesting approval of a continuation grant from the Office of the Governor, Criminal Justice Division, to continue to enhance and expand the continuum of vocational and life skills training and opportunities for juveniles 15-17 years of age that reside in the department’s Intermediate Sanctions Center that are in the process of re-integrating back into the community.

The grant does not require a county match and there are no long term County funding requirements for the 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 goal of the Travis County Eagle Resource Project is to enhance and expand a continuum of vocational and life skills opportunities to 15-17 year old juveniles that reside in our ISC program and re-integrating back in the community. This continuation grant is the third year of a declining 3 year project.

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

There are no long term County funding requirements of this grant.

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 county match is required.

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

2% indirect cost for \$626

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 Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. The Court will have an opportunity in the future to invest in the Travis County Eagle Resource program.

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 department intends to assess risks and needs of the youth and provide a wraparound of services to address their education, vocational, counseling, and housing needs in order to foster successful re-integration back to the community; while at the same time increase public safety and reduce recidivism.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



RECEIVED
12 FEB 10 AM 8:12

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TRAVIS COUNTY	ADMINISTRATIVE SERVICES
PLANNING & BUDGET	COURT SERVICES
	DETENTION SERVICES
	PROBATION SERVICES
	RESIDENTIAL SERVICES
	SUBSTANCE ABUSE SERVICES
	DOMESTIC RELATIONS OFFICE
	JUVENILE JUSTICE
	ALTERNATIVE EDUCATION PROGRAM

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Traci Mondragon
Traci Mondragon
Grant Coordinator

SUBJECT: Travis County Eagle Resource Project

DATE: February 7, 2012

Attached is the FY13 continuation application for Travis County Eagle Resource Project. Based on an annual calculation of juvenile crime data in Travis County, the Juvenile Probation Department is eligible to apply for \$31,926 for this grant.

The goal of the Eagle Resource Project is to enhance and expand a continuum of vocational and life skills opportunities to 15-17 year old juveniles that reside in our ISC program and re-integrating back in the community. This continuation grant is the third year of a declining 3 year project.

Please review this item and place it on the **February 21, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Traci Mondragon at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
 Matt Naper, Financial Analyst, County Auditor
 Britt Canary, Deputy Chief
 Darryl Beatty, Deputy Chief
 Cory Burgess, Director, Residential Services
 Ena Brent, Project Coordinator
 Sylvia Mendoza, Financial Manager
 Michael Williams, Financial Analyst
 Lisa Eichelberger, Business Analyst III
 Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Travis County Eagle Resource Project be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Travis County Eagle Resource Project to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 7th day of February, 2012

Grant Application Number: **2313503**

Agency Name: Travis County
Grant/App: 2313503 **Start Date:** 9/1/2012 **End Date:** 8/31/2013
Project Title: Travis County Eagle Resource Project
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000
Application Eligibility Certify:
Created on:1/18/2012 1:51:19 PM By:Estela Medina

Profile Information

Applicant Agency Name: Travis County
Project Title: Travis County Eagle Resource Project
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
Start Date: 9/1/2012
End Date: 8/31/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Title: Ms.
Salutation: Chief

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Traci Mondragon
Email: Traci.Mondragon@co.travis.tx.us
Address 1: 2515 S. Congress Ave.
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7046 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this program is to support programs that prevent violence in and around schools and to improve the juvenile justice system and develop effective education, training, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency.

Funding Levels

The anticipated funding levels for Juvenile Justice Programs are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Matching Funds - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

Program Requirements

Preferences - Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Disproportionate Minority Contact (DMC) (for Statewide OOG-identified County Organizations Only) - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

700 Lavaca Street, Suite 420, Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Juvenile Justice Program Local and Statewide Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Juveniles being released from Travis County Juvenile Probation Department's Intermediate Sanction Center (ISC) Programs that are age appropriate for work are presenting multiple needs and require differentiation of individualized training and services in order to successfully reenter the community. These juveniles lack adequate life skills; vocational training and hands on work experiences needed to successfully reenter into the community and are at risk for returning to criminal behavior.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

In FY11, the Eagle Resource Grant provided services to 79 juveniles between the ages of 15 and 17 in the ISC Programs. In FY11, 127 (79%) of the 160 juveniles served by the ISC were 15 – 17 years of age. The majority of these youth do not have hands-on vocational skills or experience upon entry, and none have had individualized job coaching. Upon admission to the program, 65% are behind grade level and lack sufficient high school credits. As a result of this project, the program has continued an on-site GED program in which 30 students were enrolled, 15 prepared to test, and 11 students tested and reentered the community with a GED earned while in the program. These students also have access to an on-site job coach for career assessment and exploration, résumé writing, and mock interviewing.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Commissioner's Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation) participated in the planning process, which began in March 2011. This project directly addresses the plan's section on Juvenile Justice, Priority A, which states, "Travis County is in need of intervention services for juvenile offenders, gang involved youth, and their families" through "implementing a service delivery system that should include providers who help enable smooth transitions to community and adult services, if necessary."

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The Goal of this project is to equip juveniles in the ISC programs with a convergence of life skills, vocational training, job/career coaching, and supports determined by individual needs, as well as to provide multiple hands on experiences so that they may enter the world of work or higher education as they are re-integrating into the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A - We are on target for meeting our objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Successful reentry services require juveniles to receive a convergence of life skills and vocational training. These youth need a specialized reentry strategy with wrap-around of services, hands on vocational skills training, on-site job/career coaching and support determined by individual needs. The Goal of this project is to equip juveniles enrolled in ISC programs with life skills, vocational training, and job/career coaching, as well as to provide multiple hands on experiences that will help them enter the world of work or higher education when they re-integrate into the community. In FY11, the Eagle Resource grant provided services to 79 juveniles in the ISC Program. Year one of implementation provided participating youth a foundation for successful reentry.

Juveniles referred for services continue to present multiple needs and require differentiation of services based on their past school successes or failures. In response, the program has continued an on-site GED program in which 30 students were enrolled, 15 prepared to test, and 11 students tested and reentered the community with a GED. Those juveniles who are on track for traditional High School graduation are given opportunities to accelerate their academics and access higher education in the local community college. This training not only prepares the youth to seek employment, but also equips the youth with tools needed (i.e. résumé, cover letter, and letter of reference) to gain employment upon reentry into the community. Students also receive vocational training through our guest speaker program. The program also implements a Classical Guitar Program for which students are eligible to receive a half credit towards their academic studies with an opportunity to link into the Fine Arts program in their home schools upon reentry into the community.

All juveniles in the program, whether they will follow the GED track or traditional education, will have the opportunity to prepare themselves for the workforce and/or higher education once they reenter the community. All youth have access to an on-site Career Coach in addition to their studies as a result of this project. From our first year experiences, we learned that a single program approach was not sufficient for all of your youth to successfully reenter their communities. In FY11, 127 (79%) of the 160 juveniles served by the ISC were between 15 and 17 years of age. The majority of these youth do not have hands-on vocational skills or experience upon entry, and none have had individualized job coaching. Upon admission to the program, 65% are behind grade level and lack sufficient high school credits. The Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015 states, "Travis County is in need of intervention services for juvenile offenders, gang involved youth, and their families" through "implementing a service delivery system that should include providers who help enable smooth transitions to community and adult services, if necessary."

Project Activities Information**Juvenile Justice Board Priorities**

Select the Juvenile Justice Priority that best fits your project:

- Diversion
- Job Training
- Professional Therapy and Counseling/Mental Health
- School Based Delinquency Prevention
- Substance Abuse
- Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)
- Disproportionate Minority Contact (DMC) (for OOG Identified Counties Only)

Disproportionate Minority Contact (DMC) Programs

For Statewide OOG-identified County Organizations Only - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System

Briefly summarize the project's approach using the framework provided in the "Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System: Causes and Solutions from the Community Perspective" research study conducted by Texas A&M Public Policy Research Institute. This study encourages a multidisciplinary approach targeting five factors:

1. Family/Social Circumstances – Within this broad theme, specific areas to address include broken families, poverty, a lack of role models, and cultural norms that under-value the importance of education in building a positive future for youth.
2. Criminal Justice System – Within this broad category, three specific issues of concern were identified. These include a lack of therapeutic interventions for delinquent youth, inequities experienced by poor and minority youth navigating the juvenile justice system, and a lack of juvenile detention facilities.
3. Special Populations at Increased Risk of DMC – Concern was most often expressed for youth with mental health or behavior disorders and for those who are members of a minority group.
4. School Related Factors – Areas that should be addressed include standardized testing policies, school discipline policies, and issues of communication between schools and families.
5. Need for Supervised Programs – Contributors to the study often identified a lack of supervised community programs as a factor contributing to DMC.

Note: For information regarding the Texas A&M PPRI study, applicants are encouraged to go [here](#).

Provide summary of DMC approach:

n/a

DMC Advisory Board

Please list the names and positions of stakeholders involved in the advisory board. - n/a

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Reentry of Offender into the Community	100.00	Reentry of offender into the Community 100.00 percent of the activity. These youth need a specialized reentry strategy with a wrap-around of services, hands on vocational skills training, on-site job/career coaching and supports determined by individual needs. The goal of project is to expand and enhance a continuum of vocational and life skills training services to juveniles in the ISC programs that are re-integrating into the community. The project intends to provide educational and vocational alternatives by implementing an on-site GED program with one on one Job/Career Coaching, provide Trade and Technical Certifications Programs and increase the number of hands-on vocational assessments, workshops and career presentations, with work-based learning opportunities that include mentoring, one on one job/career coaching to help juveniles overcome barriers to successful reentry into the community. Year one of implementation provided participating youth a foundation for successful reentry. However, as the program progressed the juveniles referred for services presented multiple needs and required differentiation of services based on their past school successes or failures. We designed appropriate life skills experiences depending on the juveniles' individual needs. Those participants who were on track for graduation were given opportunities to accelerate their academics and access additional education that resulted in a partnership with the local community college. The juveniles on the college bound track were provided supplemental vocational and job training skills some reflected in our guest speaker programs. In comparison, the juveniles who will follow the GED will need to prepare themselves for the workforce once they reenter their communities and required accelerated job/career experiences. These youth will need an on-site Career Coach in addition to their GED studies.

Geographic Area:

Travis, County, TX

Target Audience:

Youth between the ages of 15-17 who are court ordered into the ISC Post adjudication facility and are re-integrating back in the community.

Gender:

male and female

Ages:

15-17 years old juveniles in our residential services program

Special Characteristics:

none

Measures Information**Progress Reporting Requirements**

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Average length of time from program entrance to the completion of a finalized reentry plan (in days).	151	150
Number of full and part-time agency staff trained in offender reentry.	84	85
Number of program youth served.	79	80

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program staff with increased knowledge of program area.	84	85
Number of program youth completing program requirements.	46	47
Number of program youth exhibiting a decrease in substance use.	79	80
Number of program youth exhibiting an improvement in employability.	46	47
Number of program youth exhibiting an improvement in school attendance.	79	80

Certification and Assurances (Attached for Review)

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body (Attached for Signature)

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The program coordinator monitors contract compliance with all vendors used for professional services. Program services are provided on-site. The proximity to services provided by vendors allows close monitoring of youths' progress and vendors' implementation of professional services. Both informal and formal monitoring tools are used. Informal observations include walk-through data collection, feedback from staff observing services, and youth feedback. Formal data collection and monitoring include attendance sign-in sheets for youth, formal observation of training in progress, and appropriate record-keeping of youth progress. In addition, job/career development training will provide on-going evaluation and assessment of youths' progress and acquisition of job/career skills as well as a summative assessment of the overall program.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2011

Enter the End Date [mm/dd/yyyy]:

8/31/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

Yes

No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2010

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient’s compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

- Position 1 - Name:
n/a
- Position 1 - Total Compensation (\$):
0
- Position 2 - Name:
n/a
- Position 2 - Total Compensation (\$):
0
- Position 3 - Name:
n/a
- Position 3 - Total Compensation (\$):
0
- Position 4 - Name:
n/a
- Position 4 - Total Compensation (\$):
0
- Position 5 - Name:
n/a
- Position 5 - Total Compensation (\$):

0

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT /%
Indirect Costs	Approved Rate - 2% or Less	2% or less of indirect for administrative costs. This represents a portion of the time provided by the County Auditor/County Attorney & other administrative support for the grant.	\$626.00	\$0.00	\$0.00	\$0.00	\$626.00	0
Contractual and Professional Services	Educational Specialist and/or Teacher	Youth will be given hours of instruction to allow the youth to complete a program in nursing, construction, electrical, etc. At least 5 youth will be able receive instruction; at a cost of up to \$2,500 for each youth. Course could last six to eight weeks. This vocational program will allow youth skills in order to succeed when reenter the community.	\$12,500.00	\$0.00	\$0.00	\$0.00	\$12,500.00	0
Contractual and Professional Services	Educational Specialist and/or Teacher	Individualized instruction for students ages 16 & 17 who have minimal credits in HS and/or not experiencing success in the traditional school setting. This will allow students to have the academic tools to continue their education success when reentry back in the community. Fall course is \$5,000 for up to 15 participants. Course would run for a fall and winter semester with each session @ \$5,000 each.	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
Contractual and Professional Services	Educational Specialist and/or Teacher	Career building workshop to include writing a resume, job searching, required documents for employment, etc. Necessary skills needed when leave our care. Up to 13 youth @ \$200 each.	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Day to Day supplies. This can include resume paper, pens, easels to display resumes for review, etc. Total \$600. This will allow for day to day supplies to create resumes, review resumes, etc.	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Materials need for cultural workshops to include fine arts program. This could include instructional classes, workshops, presentations, and outside community providers. This will facilitate transition back into schools, extra-curricular activities, and the community.	\$4,520.00	\$0.00	\$0.00	\$0.00	\$4,520.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Vocational materials (which include career assessments) to possible include math, vocational training skills, reading, writing, etc. Will assist youth who need to complete their education for success of reintegrating back in the community. Material @\$25- \$50 per book for 20-25 books. An education will provide opportunities for career opportunities can be successful in the community.	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0

Source of Match Information
NO MATCH REQUIRED

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$25,100.00	\$0.00	\$0.00	\$0.00	\$25,100.00
Indirect Costs	\$626.00	\$0.00	\$0.00	\$0.00	\$626.00
Supplies and Direct Operating Expenses	\$6,200.00	\$0.00	\$0.00	\$0.00	\$6,200.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$31,926.00	\$0.00	\$0.00	\$0.00	\$31,926.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** JPGrantwriter

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the following applicable requirements must be certified:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** - It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **LABOR FAIR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **NATIONAL ENVIRONMENTAL POLICY ACT** - It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned

- to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.
12. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
 13. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 14. **NONDISCRIMINATION** -
 - A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
 - B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
 - C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
 - D. It will provide an Equal Employment Opportunity Plan (EEO) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEO on file, if required to maintain one. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr>.
 15. **LIMITED ENGLISH PROFICIENCY**-It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
 16. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 17. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
 18. **TAXES** - It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
 19. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
 20. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
 21. **CHILD SUPPORT PAYMENTS** - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
 22. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective

- and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
23. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
 24. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
 25. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
 26. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant 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 approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Traci Mondragon	
Phone Number:	854-7046	

Grant Title:	Trauma Informed Assessment and Response program				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$33,888	0	0	0	\$33,888
Operating:	\$155,000	0	0	0	\$155,000
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$3,778	0	0	0	\$3,778
Total:	\$192,666	\$0	0	\$0	\$192,666
FTEs:	0.50	0.00	0	0.00	0.50

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

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of program youth referred	n/a	n/a	n/a	n/a	n/a	2250
Number of program youth screened/assessed	n/a	n/a	n/a	n/a	n/a	2075
Number of program youth served	n/a	n/a	n/a	n/a	n/a	100
Number of program youth with formal psychological/psychiatric evaluations	n/a	n/a	n/a	n/a	n/a	100
Measures For Grant						
Number of program youth completing program requirements	n/a	n/a	n/a	n/a	n/a	53
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of youth complying with an aftercare plan	n/a	n/a	n/a	n/a	n/a	53
Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.					
Number of program youth exhibiting a decrease in antisocial behavior	n/a	n/a	n/a	n/a	n/a	64
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of program youth exhibiting a decrease in substance use	n/a	n/a	n/a	n/a	n/a	58
Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.					
Number of program youth exhibiting an improvement in family relationships	n/a	n/a	n/a	n/a	n/a	55
Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.					
Number of program youth exhibiting an improvement in social competencies	n/a	n/a	n/a	n/a	n/a	59
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of program youth who offend or reoffend	n/a	n/a	n/a	n/a	n/a	30
Outcome Impact Description	To increase community safety.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a new grant contract with the Office of the Governor, Criminal Justice Division, to create a trauma-informed infrastructure that will help identify youth who have been exposed to trauma and provide intervention services for these individuals. Travis County Juvenile Probation Department estimates that more than 60% of youth involved in the juvenile justice system nationwide have experienced some form of trauma. The program will leverage the existing collaborative efforts between TCJPD, CPS, and CASA, and will enhance services provided to youth from the COPE Mental Health Court and CPS Crossover Unit.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and a local psychiatrist.

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 goal of the newly created program (Trauma Informed Assessment and Response) is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth from the COPE Mental Health Court and CPS Crossover Unit will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for newly hired .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian *ad litem* for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and traditional and alternative therapeutic services to program participants for a total cost of \$192,666.

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

There are no long term County funding requirements of this grant.

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 is required.

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

2% indirect cost for \$3,778

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 Department intends to request subsequent year continuation funding for the personnel contractual and services 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 the staff positions as well as other areas of Special Services Division. There is no provision in this grant for indirect costs.

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

The Travis County Juvenile Probation Department (TCJPD) works with a significant number of youth who have been identified as having mental health issues. In State FY10, there were 2,862 juveniles referred to TCJPD, representing 5,439 referrals. Of the 2,535 youth screened, it was determined that 31% (780) had a mental health need. A more intensive assessment was conducted with 67% (525) of these youth. Of those assessed, 20% received a trauma-based diagnosis (e.g., neglect, sexual abuse, physical abuse, and post-traumatic stress disorder). However, it is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. With enhanced trauma-based tools, we anticipate the number of Travis County Juvenile Probation youth properly identified as having a trauma-based diagnosis will increase substantially. Better assessment and diagnosis will allow for more targeted recommendations and interventions. Youth with a history that includes trauma have more complex needs and require therapeutic services to specifically address their exposure to trauma. Youth with an identified mental health need, including those who have experienced trauma, have a higher rate of recidivism (30%) than those without an identified need (24%). This new program will services youth who are being supervised in the COPE Mental Health Court and the CPS Crossover Unit by incorporating collaboration with CASA of Travis County, which will help to better serve our population.

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 Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the

juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



RECEIVED
12 FEB 10 AM 8:12

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: Aerin Toussaint, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Traci Mondragon
Traci Mondragon
Grant Coordinator

SUBJECT: Trauma Informed Assessment and Response program

DATE: February 7, 2012

Attached is the FY13 application for the Trauma Informed Assessment and Response program to the Office of the Governor, Criminal Justice Division. Based on an annual calculation of juvenile crime data in Travis County, the Juvenile Probation Department is eligible to apply for \$192,666 for this new program. The requested funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth supervised by the COPE Mental Health Court and the CPS Crossover Unit will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. There are two objectives of this program: (1) to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs; and (2) to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. The program will improve family functioning and performance in school; increase the supervision success rate; and reduce the need for out of home placement and the likelihood of recidivating.

Please review this item and place it on the **February 21, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Traci Mondragon at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Britt Canary, Deputy Chief
Barbara Swift, Deputy Chief
Gail Penney-Chapmond, Division Director
Linda Duke, Case Work Manager

Dr. Daniel Hoard, Psychologist
Chris Saucedo, Case Work Manager
Sylvia Mendoza, Financial Manager, Financial Service
Michael Williams, Financial Analyst
Lisa Eichelberger, Business Analyst III
Grant File

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Trauma Informed Assessment and Response Program be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

WHEREAS, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Trauma Informed Assessment and Response Program to the Office of the Governor, Criminal Justice Division.

Signed by: _____
SAMUEL T. BISCOE, County Judge

Passed and Approved this 21st of February, 2012

Grant Application Number: **2556701**

Agency Name: Travis County
Grant/App: 2556701 **Start Date:** 9/1/2012 **End Date:** 8/31/2013
Project Title: Trauma Informed Assessment and Response
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000192

Application Eligibility Certify:
Created on:1/18/2012 10:16:28 AM By: Traci Mondragon

Profile Information

Applicant Agency Name: Travis County
Project Title: Trauma Informed Assessment and Response
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704
Start Date: 9/1/2012
End Date: 8/31/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Title: Ms.
Salutation: Chief

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Traci Mondragon
Email: Traci.Mondragon@co.travis.tx.us
Address 1: 2515 S. Congress Ave.
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7046 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to provide juvenile prevention and / or intervention services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000192

Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this program is to support programs that prevent violence in and around schools and to improve the juvenile justice system and develop effective education, training, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency.

Funding Levels

The anticipated funding levels for Juvenile Justice Programs are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Matching Funds - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences – Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Diversion - Programs to divert juveniles from entering the juvenile justice system.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Disproportionate Minority Contact (DMC) (for Statewide OOG-identified County Organizations Only) - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess, Employment Specialist

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources, 700 Lavaca Street, Suite 420, Second Floor, Austin, TX 78701

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(512) 854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Juvenile Justice Program Local and Statewide Solicitations.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

Childhood exposure to trauma can negatively impact cognitive, emotional, behavioral, and interpersonal functioning and heighten the youth's risk of becoming involved in the criminal justice system. Current literature indicates that the majority of youth entering the juvenile justice system have been exposed to adverse events or traumatic stressors, including physical or sexual abuse, neglect, and domestic or community violence. The Travis County Juvenile Probation Department will need to integrate an evidence-based trauma assessment tool to correctly identify children who have experienced trauma and to provide targeted trauma-informed intervention.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Travis County Juvenile Probation Department (TCJPD) works with a significant number of youth who have been identified as having mental health issues. In State FY10, there were 2,862 juveniles referred to TCJPD, representing 5,439 referrals. Of the 2,535 youth screened, it was determined that 31% (780) had a mental health need. A more intensive assessment was conducted with 67% (525) of these youth. Of those assessed, 20% received a trauma-based diagnosis (e.g., neglect, sexual abuse, physical abuse, and post-traumatic stress disorder). However, it is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. With enhanced trauma-based tools, we anticipate the number of Travis County Juvenile Probation youth properly identified as having a trauma-based diagnosis will increase substantially. Better assessment and diagnosis will allow for more targeted recommendations and interventions. Youth with a history that includes trauma have more complex need and require therapeutic services to specifically address their exposure to trauma. Youth with an identified mental health need, including those who have experienced trauma, have a higher rate of recidivism (30%) than those without an identified need (24%).

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the Trauma Informed Assessment and Response program is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. There are two objectives of this program: (1) to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs; and (2) to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. The program will improve family functioning and performance in school; increase the supervision success rate; and reduce the need for out of home placement and the likelihood of recidivating.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

n/a

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

n/a - this is a new project.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Youth referred to the juvenile system have complex mental health needs, and those with a history of trauma require specific therapeutic services to address their exposure to trauma. Of the youth receiving comprehensive assessments, 20% have been identified as experiencing trauma such as family violence, abuse, neglect, and post-traumatic stress disorder. It is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. We believe that there is a large number of youth in Travis County that our current assessment process is unable to identify as having experienced trauma. Without effective interventions, a traumatic experience will likely manifest as behavioral problems, poor social skills, cognitive issues, relational conflicts, violent outbursts or self-injurious or suicidal behaviors. This may also lead to serious mental health issues including: anxiety, depression, or suicidal ideations.

A more rigorous assessment process will identify a larger number of youth who have experienced trauma. Collaboration between TCJPD, CPS, and CASA will allow the Trauma Informed Assessment and Response program to provide more intensive services to address the needs of these children. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. The addition of a part-time counselor will ensure all assessments are conducted timely. Once identified, youth will receive a rigorous trauma focused psychological or psychiatric evaluation and those eligible will be referred to the program. Upon acceptance to the program, youth will be directed to one of two tracks. Participants in the first track, youth with trauma exposure who are supervised by the COPE Mental Health Court and do not have CPS involvement, will be provided trauma-based therapy, intensive case management, school advocacy for special education services, alternative therapies, and linkages to other community agencies that will help support the youth and family. Youth in the second track, those with CPS involvement and supervised by the CPS Crossover Unit, will be assigned a CPS case worker and a CASA guardian ad litem appointed by a judge, in addition to the services provided in track one. This guardian ad litem will provide legal, educational, medical, mental health, and placement advocacy for eligible youth. Through this program all youth will have more effective case plans and treatment modalities to address trauma, linkages to appropriate services based on individual need, and probation officers to track progress in the program. Youth are expected to participate in the program for up to nine months; by limiting the length of stay in the program, we hope to limit youths' amount of exposure to the juvenile justice system.

Use of trained trauma therapists and evidence-based alternative therapies will provide an intervention for youth who have been previously under-identified or misdiagnosed. Therapy for children who have histories including trauma must address unresolved issues related to exposure to traumatic events. Exposure to traumatic events may lead to difficulties trusting or attaching to others, an impaired sense of self, lack of appropriate boundaries, and the use of maladaptive coping skills. Alternative therapies complement traditional therapy by giving children additional tools for coping with emotional distress stemming from exposure to trauma. These therapies include equine, art, and music therapy. Equine therapy assists children in processing traumatic experiences by providing positive interactions with animals that can decrease stress and negative feelings, while building trust, self-esteem, and compassion. Art therapy encourages communication of thoughts and feelings through artistic expression. Music therapy combines both words and sounds to deliver a message in a non-threatening manner to increase self-expression and communication.

Project Activities Information

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- Diversion
- Job Training
- Professional Therapy and Counseling/Mental Health
- School Based Delinquency Prevention
- Substance Abuse
- Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only)
- Disproportionate Minority Contact (DMC) (for OOG Identified Counties Only)

Disproportionate Minority Contact (DMC) Programs

For Statewide OOG-identified County Organizations Only - The purpose of this funding is to assist designated jurisdictions and agencies in developing and implementing strategies to reduce racial disparities at various contact points in the juvenile justice system. Section 223(a)(22) of the JJDP Act provides that the State shall: "[Address] juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System

Briefly summarize the project's approach using the framework provided in the "Addressing Disproportionate Minority Contact in the Texas Juvenile Justice System: Causes and Solutions from the Community Perspective" research study conducted by Texas A&M Public Policy Research Institute. This study encourages a multidisciplinary approach targeting five factors:

1. Family/Social Circumstances - Within this broad theme, specific areas to address include broken families, poverty, a lack of role models, and cultural norms that under-value the importance of education in building a positive future for youth.
2. Criminal Justice System - Within this broad category, three specific issues of concern were identified. These include a lack of therapeutic interventions for delinquent youth, inequities experienced by poor and minority youth navigating the juvenile justice system, and a lack of juvenile detention facilities.
3. Special Populations at Increased Risk of DMC - Concern was most often expressed for youth with mental health or behavior disorders and for those who are members of a minority group.
4. School Related Factors - Areas that should be addressed include standardized testing policies, school discipline policies, and issues of communication between schools and families.
5. Need for Supervised Programs - Contributors to the study often identified a lack of supervised community programs as a factor contributing to DMC.

Note: For information regarding the Texas A&M PPRI study, applicants are encouraged to go [here](#).

Provide summary of DMC approach: n/a

DMC Advisory Board

Please list the names and positions of stakeholders involved in the advisory board.

n/a

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Professional Therapy and Counseling	100.00	Youth referred to the Travis County Juvenile Probation Department will be screened with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2). When indicated by the MAYSI-2, a follow-up evaluation will be conducted by a counselor in the Juvenile Assessment Center to determine the need for more comprehensive assessment. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. Those who indicate a trauma history will receive a more rigorous trauma focused psychological or psychiatric evaluation, and will be linked to appropriate services based on the results of this evaluation. Youth participating in the Trauma Informed Assessment and Response program will receive targeted services based on need. These services will include individual, family, and group counseling, links to community support, education programming, and alternative therapies such as equine, art, and/or music therapy. Additionally, youth with CPS involvement will have a CASA guardian ad litem appointed by a judge. The program will create more effective case plans and provide trauma-informed care. Therapists will provide weekly feedback on progress, and casework managers will follow-up on areas of concern. Program length of stay is based on the needs of the youth and family and is expected to be no longer than nine months. Programming will include the development of effective aftercare plans for youth to successfully transition out of the juvenile justice system. Youth not eligible for the program, but who have been identified as having a history of trauma, will be linked to other services.

Geographic Area:

Travis County

Target Audience:

Pre-adjudicated and Adjudicated offenders

Gender:

Male and Female

Ages:

10-17

Special Characteristics:

Identified as having trauma based mental health disorders.

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth referred.	0	2250
Number of program youth screened / assessed.	0	2075
Number of program youth served.	0	100
Number of program youth with formal psychological / psychiatric evaluations.	0	100

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	0	53
Number of program youth complying with aftercare plan.	0	53
Number of program youth exhibiting a decrease in antisocial behavior.	0	64
Number of program youth exhibiting a decrease in substance use.	0	58
Number of program youth exhibiting an improvement in family relationships.	0	55
Number of program youth exhibiting an improvement in social competencies.	0	59
Number of program youth who offend or reoffend.	0	30

Certification and Assurances - Attached

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body - Attached

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The division director and/or designee monitor contract compliance with the vendors used for professional services. This includes: conducting site visits; making regular contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2011

Enter the End Date [mm/dd/yyyy]:

8/31/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2010

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEO and keep it on file.

- The applicant agency is required to formulate an EEO in accordance with 28 CFR 42.301, et seq., subpart E;
 - the EEO is required to be formulated and signed into effect within the past two years by the proper authority;
 - the EEO is available for review by the public and employees or for review or audit by officials of CJD, CJD’s designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
 - the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
 - the EEO is required to be on file in the office of (enter the name and address where the EEO is filed below):
- Enter the name of the person responsible for the EEO and the address of the office where the EEO is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEO and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEO is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEO has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification: n/a

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; **AND** (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are NOT required to provide the name and compensation amounts. NOTE: “Total compensation” means the complete pay package of each of the sub recipient’s compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name: n/a
 Position 1 - Total Compensation (\$): 0
 Position 2 - Name: n/a
 Position 2 - Total Compensation (\$): 0
 Position 3 - Name: n/a
 Position 3 - Total Compensation (\$): 0
 Position 4 - Name: n/a
 Position 4 - Total Compensation (\$): 0
 Position 5 - Name: n/a
 Position 5 - Total Compensation (\$): 0

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT /%
Indirect Costs	Approved Rate - 2% or Less	Indirect Costs at 2% of Budget	\$3,778.00	\$0.00	\$0.00	\$0.00	\$3,778.00	0
Personnel	Counselor and/or Therapist (licensed)	Position will be a newly hired part-time Senior Counselor, and will be paid solely out of these grant funds for the duration of the grant period.	\$33,888.00	\$0.00	\$0.00	\$0.00	\$33,888.00	50
Contractual and Professional Services	Court Personnel (e.g., Advocate, Coordinator, Officer, Reporter)	CASA Guardian Ad Litem (advocate) for 48 youth in the program	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
Contractual and Professional Services	Mental Health Assessment Services	Dr. Casey O'Neal contracted to provide intensive evaluations for 40 youth in the program, at \$575 each.	\$23,000.00	\$0.00	\$0.00	\$0.00	\$23,000.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Art and Music therapy for up to 50 program youth at \$65, 12 sessions each.	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Equine therapy for up to 50 program youth at \$65, 12 sessions each.	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Traditional counseling for up to 50 program youth at \$65, 12 sessions each.	\$39,000.00	\$0.00	\$0.00	\$0.00	\$39,000.00	0

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$155,000.00	\$0.00	\$0.00	\$0.00	\$155,000.00
Indirect Costs	\$3,778.00	\$0.00	\$0.00	\$0.00	\$3,778.00
Personnel	\$33,888.00	\$0.00	\$0.00	\$0.00	\$33,888.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$192,666.00	\$0.00	\$0.00	\$0.00	\$192,666.00

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the following applicable requirements must be certified:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** - It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **LABOR FAIR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **NATIONAL ENVIRONMENTAL POLICY ACT** - It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned

- to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.
12. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
 13. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
 14. **NONDISCRIMINATION** -
 - A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
 - B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
 - C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
 - D. It will provide an Equal Employment Opportunity Plan (EEO) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEO on file, if required to maintain one. For public grantee agencies receiving less than \$25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEO is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr>.
 15. **LIMITED ENGLISH PROFICIENCY**-It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at <http://www.lep.gov>.
 16. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
 17. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
 18. **TAXES** - It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
 19. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
 20. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
 21. **CHILD SUPPORT PAYMENTS** - It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
 22. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective

and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

23. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
24. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
25. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
26. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** - The applicant certifies that:
 - A. It will not use grant 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 approval of the Criminal Justice Division.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

GRANT SUMMARY SHEET

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

Grant Title:	ARRA WAP Weatherization Assistance Program Amendment 5				
Grant Period:	From:	9/01/2009	To:	02/28/2012	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Texas Department of Housing & Community Affairs (TDHCA)				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U. S. Department of Energy				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	547,320	0	0	0	\$547,320
Operating:	6,700,434	0	0	0	\$6,700,434
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	374,945	0	0	0	\$374,945
Total:	\$7,622,699	\$0	\$0	\$0	\$7,622,699
FTEs:	3.00	0.00	0.00	0.00	3.00

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Number of referrals required to support Housing programs from emergency assistance centers (includes DOE, LIHEAP, CEAP, Home Repair and some ARRA WAP)	1,365					1,365
Measures For Grant						
# of Households receiving ARRA WAP Assistance Program	1,558					1,558
Outcome Impact Description	Assistance from this grant provides weatherization and energy efficiency services and materials for low-income Travis County residences which should result in lowering the home energy utility bills for the residents.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This fifth amendment to the ARRA Weatherization Assistance Program (WAP) grant is for the deobligation of \$1,300,000 of the total grant award of \$8,922,699, leaving a final grant amount of \$7,622,699.

On June 23, 2009 HHS&VS applied for \$4,498,894 in WAP grant funds for a two year grant project ending on August 31, 2011. On March 2, 2010, the Texas Department of Housing and Community Affairs (TDHCA) awarded the county \$2,311,350 in WAP grant funds.

Amendment 1 on April 13, 2010, added technical requirements only.

Amendment 2 on August 3, 2010, added \$2,311,349 to the grant budget, raising the total award to \$4,622,699.

Amendment 3 on April 4, 2011, added another \$2,300,000 to the grant budget, raising the total award to \$6,922,699 and extending the project timeline to December 31, 2011.

Amendment 4 on July 18, 2011, added another \$2,000,000 to the grant budget, raising the total award to \$8,922,699 and extending the project timeline to February 28, 2012.

PBO recommends approval of this amendment.

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 ARRA WAP program was created as a result of the American Recovery & Reinvestment Act to address weatherization and energy efficiency needs of dwellings either owned or rented

by low income persons. The ARRA Weatherization Assistance Program (WAP) follows the existing Department of Energy weatherization assistance program guidelines designed to increase household energy efficiency and health and safety issues due to issues with household appliances. This program funding can be used in conjunction with the already existing LIHEAP weatherization assistance program funding to address more of the needed minor home repairs and weatherization needs at the residences as necessary.

This amendment 5 deobligates \$1,300,000 from the original award amount bringing the total award amount to \$7,622,699. and extends the close out period to 60 days after the end of the grant period. The grant period end date remains February 28, 2012. The grant requires all of the purchases and the production of units to end on this date leaving an inability to expend the funds.

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

No additional funds are required.

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

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

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs at the rate of 5% of the total allowable expenditures excluding funds for travel and training.

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

Yes

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

This program funding allows the department the possibility to enhance weatherization assistance already implemented by the current LIHEAP weatherization program for Travis County's low income households. The guidelines of this ARRA WAP program allow for energy efficiencies and weatherization services to be addressed in dwellings owned or occupied by low income persons at a cost per unit of \$6,500; which is higher than existing weatherization assistance programs the department has available for the community. The typical services provided by the program are installation of attic and wall insulation, caulking, repair or replacement of inefficient household appliances, doors, and windows will reduce the home energy expenses. This program also allows for the income eligibility to be at 200% of federal poverty income guidelines.

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

Travis County Health and Human Services & Veterans Service Family Support Services or Housing Services division staff performs the client eligibility interviews for assistance provided by this program. Client referrals will be made for those households deemed eligible for this program's weatherization assistance. It should also be noted with this program funding, the department is able to meet the needs of those residents living in multi-family dwellings as well as single-family residences.

This additional funding helps the department meet the requests of low-income clients who are seeking basic needs services, minor home repair and weatherization services by providing more comprehensive energy efficiency services. This program funding can also be used in combination with the LIHEAP weatherization program addressing more of the energy and weatherization needs of qualified households.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

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

Date: February 7, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of the 2009 – 12 American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) Contract Amendment 5

Proposed Motion: Consider and take appropriate action to approve the American Recovery and Reinvestment Act Weatherization Assistance Program (ARRA WAP) contract amendment 5 with the Texas Department of Housing and Community Affairs (TDHCA).

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 5 from the Texas Department of Housing and Community Affairs (TDHCA). With this amendment TDHCA deobligates the grant award by \$1,300,000 bringing the total award for this grant to \$7,622,699 and extends the close out period to 60 days after the end of the grant period. The grant period for this program is February 28, 2012. The grant requires all of the purchases and the production of the units to end on this date, leaving the department with an inability to spend the original award.

These program funds are used to provide weatherization services and minor home repair assistance for low-income households. The weatherization services replicate the assistance provided by the current DOE weatherization assistance program. Some examples of the program's weatherization services are providing insulation, repair or replacement of the heating and cooling household appliances, minor household repairs, and addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance is to qualified Travis County

residents with household income levels at or below 200% of the current Federal Poverty Income Guidelines with household weatherization needs. The program allows for a maximum expenditure rate of \$6,500 per household.

Budgetary and Fiscal Impact: The current grant award is \$8,922,699 and is being reduced by \$1,300,000 leaving a balance of \$7,622,699. The department uses funding from this program for administration, materials, labor, insurance, single audits costs and training. The funds for materials are budgeted in the line items for contracted services and supplies and funding for labor is budgeted in the corresponding salaries and benefits, and contracted services line items. The insurance, single audit costs and training costs are budgeted in the corresponding insurance, audit, travel, and training line items. No matching funds are required for this grant. This contract period is 09/01/09 through 02/28/12.

Issues and Opportunities: Within the present program period to date, we were able to assist more than 1,090 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients' residences that are in need of minor home repair and weatherization services.

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000680 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 5

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000680 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through February 28, 2012 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended to revise the contract end date in **SECTION 2. CONTRACT TERM** as identified in its entirety replacing with the following:

"SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through February 28, 2012 (hereinafter the "Contract Term")."

The Contract is amended by deleting the current **Attachment A -- Budget and Performance Document** in it's entirety and substituting in lieu thereof the amended **Attachment A -- Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

Travis County

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000680 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 5

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: Travis County

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 7,498,894.00	ARRA FUNDS CURRENTLY AVAILABLE
\$ 123,805.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 7,498,894.00	TOTAL ANTICIPATED ARRA FUNDS
\$ 123,805.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

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

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 374,945.00
³ Liability / Pollution Occurrence Insurance	\$ 35,867.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 5,667,489.00
⁴ Health and Safety	\$ 1,418,593.00
SUB-TOTAL	\$ 7,498,894.00
⁵ Training and Technical Assistance	\$ 123,805.00
TOTAL	\$ 7,622,699.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

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- 6 Subrecipient may incur costs associated with the closeout of the ARRA WAP contract. These activities include but are not limited to: payments of invoices, and quality assurance activities for a period not to exceed 60 days from the end of the contract term defined in Section 2 of this contract.

These costs shall be reported on the final report described in Section 14 B of this contract.

PERFORMANCE

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

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the contract funds during the contract term. ARRA costs per unit, excluding health and safety expenses, shall not exceed \$6,500.00 without prior written approval from the Department.

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

Effective Date of Budget: 01/20/2012



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Norman McRee/854-4821

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

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 \$804,332.61, for the period of February 3 to February 9, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

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 \$804,332.61.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$804,332.61

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499
Diane Blankenship, 854-9170
Leroy Nellis, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: February 21, 2012

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: February 3, 2012 to February 9, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$804,332.61

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 \$804,332.61.

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
FEBRUARY 3, 2012 TO FEBRUARY 9, 2012

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC).**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 21, 2012
 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: February 3, 2012
 TO: February 9, 2012

REIMBURSEMENT REQUESTED: \$ 804,332.61

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,292,476.36
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 14, 2012	\$ (485,429.02)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 804,332.61
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 804,332.61

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over \$25,000 (5 this week totaling \$239,340.91) 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 (\$86,939.38) 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 \$225,000 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 (\$12,097.01).

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, Director, HRMD Date


 Dan Mansour, Risk Manager Date

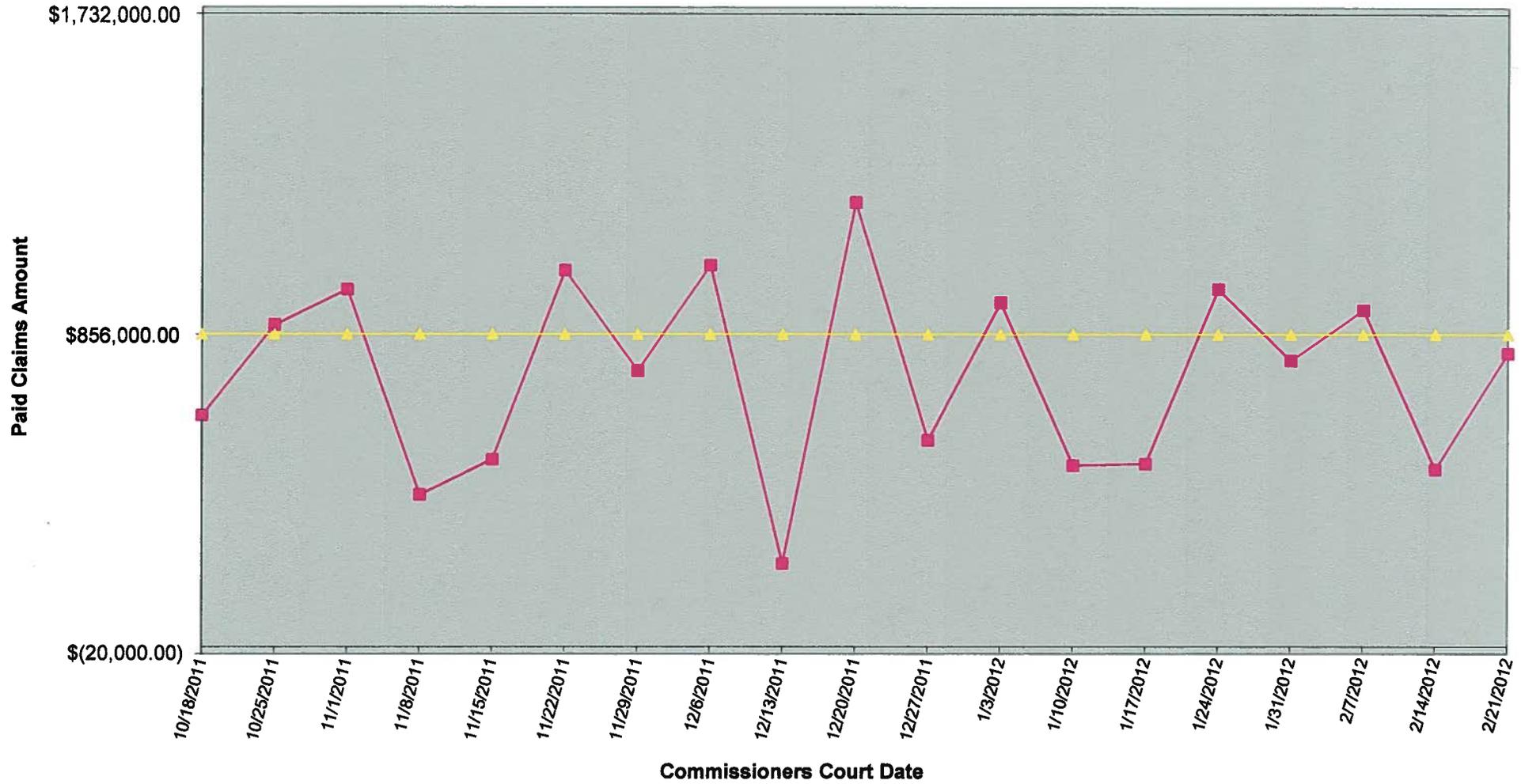

 Cindy Purinton, Benefit Contract Administrator Date


 Norman McRee, Financial Analyst Date

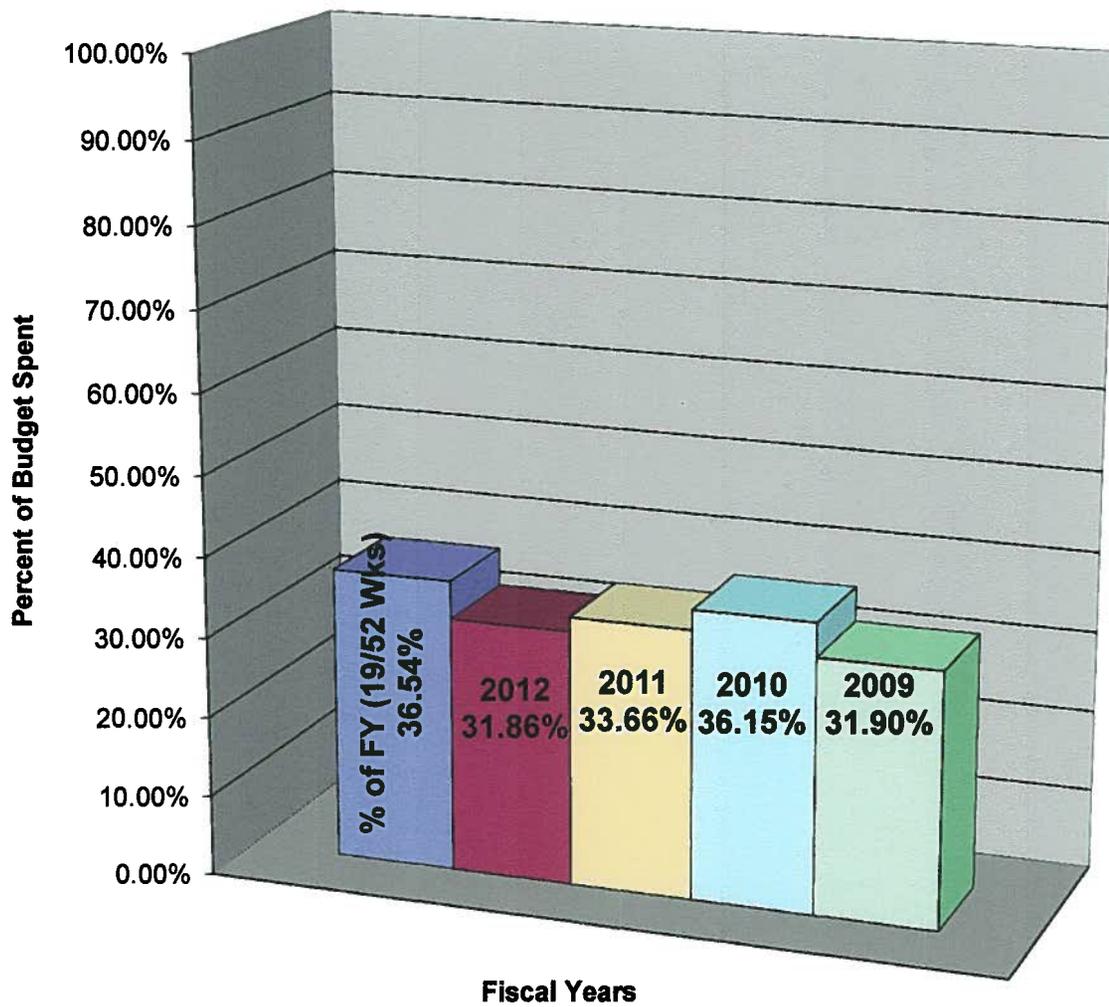
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23

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Comparison of Claims to FY Budgets Week 19



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Norman McRee

From: SIFS FAX@UHC.COM
Sent: Thursday, February 09, 2012 11:44 PM
To: Norman McRee
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: 2012-02-10 REQUEST AMOUNT: \$1,292,476.36

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: 2012-02-09 \$1,394,317.97
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,273,723.03

+ CURRENT DAY NET CHARGE: \$18,753.33
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,292,476.36

ACTIVITY FOR WORK DAY: 2012-02-03

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$62,023.03	\$00.00	\$62,023.03
TOTAL:	\$62,023.03	\$00.00	\$62,023.03

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_02_09

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	0.50	PH	83205919	AH		1	20	1/26/2012	2/7/2012
701254	632	0.01	QG	10740453	AE		2	100	2/6/2012	2/9/2012
701254	632	0.01	QG	70745740	AH		9	100	2/8/2012	2/9/2012
701254	632	0.01	QG	10740453	AH		8	100	2/6/2012	2/9/2012
701254	632	0.01	QG	10740453	AH		5	100	2/6/2012	2/9/2012
701254	632	0.01	QG	10740453	AH		1	100	2/6/2012	2/9/2012
701254	632	0.01	QG	10740453	AH		8	100	2/6/2012	2/9/2012
701254	632	0.01	QG	10740453	AH		8	100	2/6/2012	2/9/2012
701254	632	(0.02)	RI	32044240	AI		46	50	2/2/2012	2/9/2012
701254	632	(0.04)	RH	51736450	AI		3	50	2/1/2012	2/9/2012
701254	632	(16.44)	QG	90275955	A		11	50	2/4/2012	2/9/2012
701254	632	(77.11)	UX	24612510	AH		5	50	2/1/2012	2/9/2012
701254	632	(90.72)	QG	70565625	AH		1	50	11/4/2011	2/9/2012
701254	632	(313.41)	QG	60621182	AE		6	50	1/31/2012	2/9/2012
701254	632	(360.00)		25	313653	A	46	50	2/3/2012	2/9/2012
701254	632	(909.55)	QG	30577262	AA		46	50	11/7/2011	2/9/2012
701254	632	(2,852.00)	QG	70602436	AE		8	50	2/1/2012	2/9/2012
701254	632	(3,738.86)		25	313816	AA	6	50	2/6/2012	2/9/2012
701254	632	(3,738.86)	QG	30477731	AA		6	50	2/1/2012	2/9/2012

804,332.61

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/09/2012

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</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

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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: 2/9/2012

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	93,479.26
	RR	
	526-1145-522.45-29	4,970.17
Total CEPO		\$98,449.43
<i>EPO</i>		
	EE	
	526-1145-522.45-20	191,407.86
	RR	
	526-1145-522.45-21	17,375.35
Total EPO		\$208,783.21
<i>PPO</i>		
	EE	
	526-1145-522.45-25	442,998.13
	RR	
	526-1145-522.45-26	54,101.84
Total PPO		\$497,099.97
Grand Total		\$804,332.61



Travis County Commissioners Court Agenda Request

Meeting Date: 2/21/2012

Prepared By/Phone Number: Cynthia Lam-Boldan, 854-4822

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

February 21, 2012

ITEM # :

DATE: February 10, 2012

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: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LN/DB/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
--

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
District Atty	170	Legal Secretary	15 / Level 6 / \$40,830.40	15 / Level 6 / \$40,830.40
District Atty	218	Office Spec	10 / Level 5 / \$28,371.20	10 / Level 5 / \$28,371.20
Fac Mgmt	38	Custodian*	5 / \$24,960.00	5 / \$24,960.00
Fac Mgmt	45	Custodian*	5 / \$24,960.00	5 / \$24,960.00
JP Pct 2	27	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
Juvenile Probation	98	Juvenile Probation Ofcr II	15 / Level 1 / \$35,651.20	15 / Level 1 / \$35,651.20
Sheriff	78	Licensed Vocational Nurse	15 / Level 3 / \$37,710.40	15 / Level 3 / \$37,710.40
Sheriff	185	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	328	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1076	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Sheriff	1353	Office Spec Sr	12 / Level 6 / \$33,342.40	12 / Level 6 / \$33,342.40
Sheriff	1481	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
Tax Collector	92	Tax Spec I*	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Tax Collector	126	Tax Spec I Part-time	12 / Minimum / \$14,131.21	12 / Minimum / \$14,131.21
Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Constable 3	20003	ACC Intern	98 / \$15.00	98 / \$15.00	02
County Atty	20018	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20022	Office Asst	8 / \$10.36	8 / \$10.36	02
County Clerk	50050	Office Asst	8 / \$10.71	8 / \$10.71	05
TNR	50078	Park Tech II	10 / \$12.00	10 / \$12.00	05
TNR	50118	GIS Spec	16 / \$17.80	16 / \$17.80	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept (To)	Slot – Position Title –Salary	Comments
Pretrial Services	Slot 50006 / Court Bailiff / Grd 10 / \$11.87	Criminal Courts	Slot 50006 / Court Bailiff / Grd 10 / \$11.87	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
Records Mang & Comm Resrc	Slot 20005 / Imaging Production Tech / Grd 11 / \$12.70	Records Mang & Comm Resrc	Slot 50015 / Imaging Production Tech / Grd 11 / \$12.70	Status changed from Temporary Worker (02) to Project Worker (05).
Records Mang & Comm Resrc	Slot 20006 / Office Asst / Grd 8 / \$12.70	Records Mang & Comm Resrc	Slot 50016 / Office Asst / Grd 8 / \$12.70	Status changed from Temporary Worker (02) to Project Worker (05).
Records Mang & Comm Resrc	Slot 20007 / Imaging Production Tech / Grd 11 / \$12.70	Records Mang & Comm Resrc	Slot 50017 / Imaging Production Tech / Grd 11 / \$12.70	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	296	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	299	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	759	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1141	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
District Atty	165	Attorney V* / Grd 27	Attorney VI / Grd 28	\$77,956.58	\$83,424.43	Career Ladder. Pay is at minimum of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 18 / Attorney VII / Grd 29 / \$99,929.87	District Atty	Slot 259 / Attorney VII / Grd 29 / \$99,929.87	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 47 / Investigator* / Grd 67 / \$65,047.84	District Atty	Slot 158 / Investigator / Grd 67 / \$65,047.84	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 90 / Legal Secretary / Grd 15 / \$37,710.40	District Atty	Slot 148 / Legal Secretary / Grd 15 / \$37,710.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 170 / Legal Secretary / Grd 15 / \$38,384.97	District Atty	Slot 90 / Legal Secretary / Grd 15 / \$38,384.97	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 217 / Legal Secretary / Grd 15 / \$38,384.97	District Atty	Slot 76 / Paralegal / Grd 17 / \$42,223.46	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 220 / Attorney VI* / Grd 28 / \$83,424.43	District Atty	Slot 262 / Attorney VI / Grd 28 / \$83,424.43	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Probation	Slot 400 / Psychologist* / Grd 23 / \$66,603.68	Juvenile Probation	Slot 400 / Psychological Svcs Mgr / Grd 25 / \$73,182.18	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 563 / Psychologist* / Grd 23 / \$68,394.56	Juvenile Probation	Slot 563 / Psychological Svcs Mgr / Grd 25 / \$73,182.18	Promotion. Pay is between min and midpoint of pay grade.
ITS	Slot 34 / Technical Trainer I / Grd 21 / \$65,184.59	Sheriff	Slot 14 / Business Analyst I / Grd 21 / \$64,918.26	Lateral transfer. Employee transferred to different slot, different position, different department, same pay grade, retains current pay.
Sheriff	Slot 22 / Lieutenant Certf Peace Ofcr* / Grd 89 / \$100,456.10	Sheriff	Slot 43 / Lieutenant Certf Peace Ofcr* / Grd 89 / \$100,456.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 43 / Lieutenant Corrections / Grd 89 / \$100,456.10	Sheriff	Slot 22 / Lieutenant Corrections / Grd 89 / \$100,456.10	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 343 / Deputy Sheriff Law Enforcement* / Grd 72 / \$49,476.75	Sheriff	Slot 271 / Corrections Ofcr Sr / Grd 83 / \$46,509.42	Demotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 481 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 325 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 567 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 163 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 570 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	Sheriff	Slot 1480 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 571 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	Sheriff	Slot 1051 / Certf Peace Ofcr Sr / Grd 84 / \$63,481.39	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 573 / Certf Peace Ofcr Sr / Grd 84 / \$62,010.42	Sheriff	Slot 1506 / Certf Peace Ofcr Sr / Grd 84 / \$62,010.42	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1076 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	Sheriff	Slot 1879 / Certf Peace Ofcr Sr / Grd 84 / \$53,187.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1481 / Corrections Ofcr Sr / Grd 83 / \$55,407.46	Sheriff	Slot 1878 / Corrections Ofcr Sr* / Grd 83 / \$55,407.46	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1532 / Corrections Ofcr Sr* / Grd 83 / \$48,763.31	Sheriff	Slot 826 / Corrections Ofcr Sr* / Grd 83 / \$48,763.31	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1630 / Security Coord / Grd 12 / \$29,099.20	Sheriff	Slot 1539 / Security Coord / Grd 12 / \$29,099.20	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Tax Collector	Slot 66 / Tax Spec I / Grd 12 / \$28,323.10	Tax Collector	Slot 107 / Tax Spec II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 84 / Tax Spec I* / Grd 12 / \$30,042.00	Tax Collector	Slot 84 / Tax Spec II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
Tax Collector	Slot 107 / Tax Spec I* / Grd 12 / \$29,099.20	Tax Collector	Slot 66 / Tax Spec I / Grd 12 / \$29,099.20	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

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

Meeting Date: February 21, 2012

Prepared By/Phone Number: Dana Hess/ 854-2743; Diane Blankenship/854-9170

Elected/Appointed Official/Dept. Head:

Diane Blankenship, Director, HRMD / 854-9170

Leroy Nellis, Interim County Executive, PBO / 854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CHANGES TO CURRENT TRAVIS COUNTY CODE CHAPTER 10 (TUITION REIMBURSEMENT), SECTIONS 10.020, 10.021 AND 10.022.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Sections 10.020, 10.021, and 10.022 were last amended on September 26, 1995.

Tuition and fees have increased substantially since this policy was implemented in 1995. In addition, a survey of other public organizations which was conducted in March of 2011 shows that Travis County's Tuition Refund caps (both by semester and fiscal year) lags significantly behind the market (see attachment).

STAFF RECOMMENDATIONS:

Staff recommends approval and adoption of the attached revision.

FISCAL IMPACT AND SOURCE OF FUNDING:

Currently, a regular, full-time employee is eligible for up to \$900 in reimbursement per fiscal year. This policy revision increases the amount eligible for reimbursement to \$2000 per fiscal year for undergraduate courses and \$3000 per year for graduate courses. Under the current plan, the County typically expends between \$40,000 and \$50,000 per fiscal year, and \$42,440 was budgeted for tuition reimbursement in the FY 2012 adopted budget.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

It is expected that the expenditure for Tuition Reimbursement would triple, possibly quadruple, if the attached revision is adopted. Accordingly, PBO has put a \$200,000 earmark in allocated reserves in the FY 2012 adopted budget in anticipation of this increase.

REQUIRED AUTHORIZATIONS:

Diane Blankenship, Director, HRMD, 854-9170
Leroy Nellis, Interim County Executive, PBO, 854-9106
Cheryl Aker, County Judge's Office, 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Human Resources Management Department

700 Lavaca Street, 4th Floor

• Suite 420

• Austin, Texas 78701

• (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

February 14, 2012

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

FROM: Diane Blankenship, Director, HRMD

VIA: Leroy Nellis, Interim County Executive, PBO

SUBJECT: Tuition/Fee Reimbursement Program

The current version of the tuition reimbursement program was established in 1995, and allows a regular, full-time employee to receive up to \$300 in tuition and fee reimbursement per semester. Our employees are appreciative of this financial assistance, which helps them to grow and develop professionally.

Members of the Court and many Elected and Appointed Officials have expressed an interest in both succession planning and assisting employees with developing career paths within Travis County. Career Ladders are one route to moving up within an organization. However, a strong Tuition Reimbursement Program can also be a fundamental piece in transitioning employees from classified to professional or from employee to supervisor.

Since the reimbursement caps have not been raised since 1995, Travis County's Tuition Reimbursement Program has not kept pace with most of our public sector market (see attachment of market comparison). In addition, the \$300 per semester cap covers much less of the tuition and fees for higher education than it did in 1995. In 1996, the average semester hour at Austin Community College in tuition and fees was \$29. Today, that same hour is about 2.5 times more expensive at \$73. In 1996 the average undergraduate semester hour at The University of Texas in tuition and fees was \$73. Today the cost is about 4.27 times more expensive at \$312. And an average undergraduate hour of tuition and fees at Texas State was about \$64 in 1996. Today it's more than 4 times that rate at approximately \$261 per semester hour. The County was able to reimburse employee's 80% of the cost of three semester hours at these institutions in 1996 based

on the lower costs noted above. Based on current costs and the continued \$300 semester cap, the County is still able to reimburse 80% for three semester hours at Austin Community College, but only 32% at the University of Texas and 38% at Texas State.

In order to keep pace with the rising cost of higher education and provide a benefit that will assist our employees in continuing to grow and develop, Staff recommends the revision of the Tuition Reimbursement Policy. A summary of the changes to the policy is highlighted below.

Reimbursement Caps

The current policy allows for \$300 per semester reimbursement, with a \$1,000 fiscal year cap. The proposed policy allows for a \$1,000 per semester reimbursement with a \$2,000 fiscal year cap for undergraduate courses. The City of Austin also has a \$2,000 annual reimbursement cap for employees. For graduate courses, the reimbursement goes up to \$1,500 per semester with a \$3,000 fiscal year cap. Graduate courses are significantly more expensive than undergraduate courses. The cost for three graduate hours at the University of Texas is \$1,058 compared to \$312, which is an additional \$746 per course. The additional amount available for graduate students is hoped to encourage employees to continue their education, when appropriate, after the completion of their undergraduate coursework.

Tenure/Turnover

In the current policy, any regular, full-time employee may apply for tuition reimbursement as of their first day with the County. In addition, there is no requirement for the employee to stay with the County for any period of time after the completion of classes. The revised policy draft requires an employee to have at least six months of tenure with the County prior to the start of any class for which he/she is seeking reimbursement. In addition, the revised policy requires that an employee remain with the County for six months after the end of any class for which he/she is seeking reimbursement.

As a side note, only one of the public sector employers we surveyed (Tarrant County) had a tenure requirement in their tuition reimbursement program. Also, in surveying Travis County's program for the last two years, employees who participated in the program had a turnover rate of just under 7%, neither significantly higher nor lower than the general employee population.

Taxation

Depending on the situation and the applicability of courses to the employee's current position, tuition reimbursement may be a taxable benefit. The current policy does not address this issue. The revised policy addresses the taxation issue.

Performance

The current policy allows for an 80% reimbursement for tuition and fees, up to the reimbursement cap. The proposed policy adds a performance component to the tuition reimbursement, giving 100% reimbursement for a grade in the "A" range, 90% reimbursement for a grade in the "B" range, and 80% reimbursement for a grade in the "C" range. Fee reimbursement stays at 80%. All of these reimbursements are subject to the new caps.

Reimbursement Timing

Currently, our employees are reimbursed approximately 3-4 months after the completion of classes. Under the proposed policy, the reimbursement would occur six months after completion of classes. This change is to ensure that the employee meets the tenure requirements of the policy prior to issuing reimbursement.

Tuition Refund Program Survey (3/11)

	Travis County
Do you have TRP	Yes
Workforce size	≈4,500
TRP budget	\$42,440.00
Fees eligible	Tuition & required fees
Eligible Employees	Full-time regular
Eligible Classes	College credit related to current job or reasonable advancement
Class Limits	2 per semester which can't exceed 7 hours.
Amount Reimbursed	80% of out of pocket expenses, not to exceed \$300 per semester
Comments	We average 65 applicants with approx. 58 finishers each semester

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Tuition Refund Program Survey (3/11)

	Bexar County Linda Amaro 210.335.2643	Dallas County Susan Bethal 214.653. 6045	Tarrant County Larry Wilson 817.884.2744	COA Human Resources 974.3400	LCRA Human Resources Nina Marburger 473.3200	City of R.R. Karin Holland 512.671.270 1	Williamson County HR- Michelle
Do you have TRP	YES	NO	YES	YES	YES	YES	NO
Workforce size	4,800 Approx.	7,000 +	4,300	10,000 +	2,253	850	1,500
TRP budget	\$210,000 for FY 2010-2011	NA	\$175,000	340,000	500,000	\$50,000	NA
Fees eligible	Tuition and mandatory fees only, no books or parking reimbursement	NA	Tuition Only	Tuition for classes only	Tuition and Books	Tuition only	NA
Eligible Employees	FT and PT	NA	All employees	FT and PT only	All full-time and part-time, regular employees who have completed six months of employment as of the course or program start date, have received a "Met Expectations" or better performance rating on their last performance review and have submitted proper documentation.	Regular full- time employees with six or more months of service	NA
Eligible Classes	Degree sought can be related to any position with the County	NA	Credit classes resulting in a letter grade	Anything related to City field Classes must be offered by	All courses must be taken for a grade. Courses cannot be taken on a credit/non-	Anything related to City field. Classes must be	NA

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Tuition Refund Program Survey (3/11)

				an accredited school or university	credit basis. If the course does not provide a letter grade, a pass/fail grade will be accepted. An approved course of study may consist of an individual course or an entire degree program (Associates, Bachelors, or Masters only) that is offered by an accredited educational institution.	offered by an accredited school or university and must have the opportunity to be taken for a grade.	
Class Limits	2 courses per semester with a maximum of 6 courses per year	NA	Continuing Education (non-credit) not reimbursed. Doctoral work limited to the departments that require or prefer that degree (PH and ME) Eight classes per calendar year limit.	Unlimited - 2,000 per year per employee	The decision by an employee's managers to approve or deny a request will be based on an assessment of the cost and the nature of the course, the employee's current and future assignments and potential impact on the employee's ability to meet his or her work responsibilities. If approved by the employee's first and second level	Provides up to \$2,000 in education assistance per fiscal year to eligible employees. These funds are allocated on a first-come, first-served basis.	NA

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Tuition Refund Program Survey (3/11)

					managers, the Application is then forwarded to Human Resources. Human Resources will review the Application and make a final determination of the employee's eligibility to participate in the Program. Upon approval and processing by Human Resources, the employee will receive a copy of the approval for his or her records.		
Amount Reimbursed	<p>100% for an A 90% for a B 80% for a C For undergraduate</p> <p>100% for A 90% for B And 0% for C or below For Graduate programs</p> <p>80% reimbursement for continuing education or</p>	NA	Maximum is \$690 per courses and \$900 for Graduate courses	<p>2, 000 per year, per employee</p> <p>For undergraduate Level A B or C</p> <p>For Graduate Level A or B</p>	<p>Full-time, Regular (40 hrs/wk)- 80% of eligible expenses</p> <p>Part-time, Regular (30 – 39 hrs/wk)- 60% of eligible expenses</p> <p>Part-time, Regular (20 – 29 hrs/wk)- 40% of eligible expenses</p>	The employee must obtain a grade of 'C' or better for undergraduate level classes or a grade of 'B' or better for graduate level classes.	NA

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Tuition Refund Program Survey (3/11)

	non-graded courses						
Comments		NA	<p>Recipients must remain with the County for two years following the last courses reimbursed. Three years ago , I started a recognition ceremony in CC for those employees who complete degrees in a given year. The Commissione rs love it. We will have our first law degree recipient recognized this year.</p>		<p>For all course reimbursement requests: Fee statement Proof of payment Grade statement - A final grade of "C" or above is required for all undergraduate-level courses. A final grade of "B" or above is required for all graduate-level courses. A final standing of "Pass" is required for courses designated as Pass/Fail. For all book reimbursement requests: Course syllabus or other documentation listing required textbooks Proof of payment 3. For all other reimbursement requests: Proof of payment</p>	<p>GED testing is also included in the Education Assistance program.</p>	NA

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Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Elizabeth Corey (854-9853); Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 12) to Contract No. 01T0069-OJ, Forte, Inc., for medical audit services.

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

The contract provides Medical Audit Services for HRMD. The Commissioners Court approved the award of this contract on February 27, 2001. On February 8, 2005, the Commissioners Court approved an Exemption Order exempting this contract from the competitive bidding requirements of the County Purchasing Act as a professional service.

This modification will extend the contract period for an additional twelve months, through March 1, 2013, and will increase the contract amount by 3%, which is permitted pursuant to Section 16.0, Changes, of the contract.

Modification No. 11 extended the contract period for an additional twelve months, through March 1, 2012. It also amended the contract to disallow the use of Preferred Provider Organization services for Workers' Compensation benefits after December 31, 2010. The modification was approved by the Commissioners Court on December 21, 2010.

Modification No. 10 extended the contract period for an additional twelve months, through March 1, 2011. It was approved by the Commissioners Court on February 16, 2010.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification No. 9 extended the contract period for an additional twelve months, through March 1, 2010. It was approved by the Commissioners Court on February 24, 2009.

Modification No. 8 changed the contractor's name from Forte Managed Care to Forte, Inc. It was approved by the Purchasing Agent on July 18, 2008.

Modification No. 7 extended the contract period for an additional twelve months, through March 1, 2009. It was approved by the Purchasing Agent on February 13, 2008.

Modification No. 6 extended the contract period for an additional twelve months, through March 1, 2008. It was approved by the Purchasing Agent on February 20, 2007.

Modification No. 5 extended the contract period for an additional twelve months, through March 1, 2007. It was approved by the Commissioners Court on February 14, 2006.

Modification No. 4 extended the contract period for an additional twelve months, through March 1, 2006. It was approved by the Commissioners Court on February 22, 2005.

Modification No. 3 extended the contract period for an additional twelve months, through March 1, 2005. It was approved by the Commissioners Court on February 10, 2004.

Modification No. 2 extended the contract period for an additional twelve months, through March 1, 2004. It was approved by the Commissioners Court on February 18, 2003.

Modification No. 1 extended the contract period for an additional twelve months, through March 1, 2003. It was approved by the Commissioners Court on February 12, 2002.

Ø **Contract Expenditures:** Since March 1, 2011, \$111,096.82 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: \$275,088.00

Modification Type: Bilateral

Modification Period: March 1, 2012 – March 1, 2013

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 547882

Funding Account(s): 525-1140-522-4704

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Human Resources Management Department

1010 Lavaca St. 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-9757

December 6, 2011

TO: Elizabeth Corey, Purchasing Agent Assistant IV

FROM: Dan Mansour, Risk & Benefits Manager, HRMD 
William Paterson, Senior Risk/Safety Specialist

Re: Contract No. 01T0069-OJ
Medical Audit Services
Forte Managed Care

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period. The contract pricing for Telephonic Case Management for option period 7 is \$225,648.00 and \$49,440.00 for Medical Bill Review annually.

Contract No. 01T0069-OJ is funded from line item 525-1140-522-4704.

If you have any questions please call me at X49650.

CC: Leroy Nellis, Acting County Executive for Planning & Budget Office
Diane Blankenship, Director, HRMD

PURCHASE REQUISITION NBR: 0000547882

REQUISITION BY: MARGIE SOLANO 854-9239

STATUS: AUDITOR APPROVAL
REASON: CONTRACT RENEWAL 01T0069-OJ

DATE: 12/07/11

SHIP TO LOCATION: HUMAN RESOURCES MGT.

SUGGESTED VENDOR: 53090 FORTE INC

DELIVER BY DATE: 3/01/13

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MEDICAL AUDIT SERVICES 3/12 - 3/13 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE	12.00	DOL	18804.0000	225648.00	
2	MEDICAL BILL REVIEW 3/12 - 3/13 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: WC INS CLAIM/LOSS/EXPENSE	12.00	EA	4120.0000	49440.00	
REQUISITION TOTAL:					275088.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	225648.00
2	52511405224704	LOSS ADJUSTMENT EXPENSES WORKERS' COMPENSATION	100.00	49440.00
				275088.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

2.0 As consideration for the telephonic case management services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the total of \$225,648 for the first four hundred (400) claims occurring in the seventh option period based on date of injury. County shall pay this amount in twelve (12) equal monthly installments at the end of each month commencing March 31, 2012. For each claim after the first four hundred (400) occurring in the seventh option period, County shall pay Medical Auditor the fee of \$564 within thirty (30) days of receipt of an invoice in compliance with 13.0. The services are "life of the contract" and all services will continue as long as there is a contract between Travis County and Forté Managed Care.

3.0 As consideration for the medical bill review services to be provided by Medical Auditor under this Contract, County shall pay Medical Auditor the monthly fee of \$4,120 during the seventh option period within thirty (30) days of receipt of an invoice in compliance with 13.0. The maximum payable for medical bill review for this option period is \$49,440.

4.0 All terms and conditions related to the services remain unchanged and in full force and effect except for the end of the contract period and those amended in Modifications 4, 8, and 10.



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Elizabeth Corey (854-9853); Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 2) to Contract No. 11T00037OJ, JI Specialty Services, Inc., for third party administration for County's self-funded programs for workers compensation and auto liability.

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

The contract provides third party administration services for HRMD. Commissioners Court approved the award of this Contract on March 1, 2011.

This Modification No. 2 will extend the contract for an additional twelve months, through March 1, 2013, and will increase the contract amount by \$4,265, from \$142,500 (estimated) to \$146,765 (estimated). The renewal option is permitted pursuant to Paragraph 2.0 entitled "Term of Contract and Options to Extend," and the increase is permitted pursuant to Paragraph 12.0, "Compensation for Claims Administration Services."

Modification No. 1 was issued in order to change the vendor code number shown on the Contract Award form. It was signed by the Purchasing Agent on March 22, 2011.

Ø **Contract Expenditures:** Within the last twelve months, \$146,765 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: Estimated

Modification Type: Annual contract

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification Period: March 1, 2012 through March 1, 2013

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 549008

Funding Accounts:

525-1149-522-4704 (Workers Compensation)

525-1140-522-4702 (Auto Liability)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Human Resources Management Department

700 Lavaca St. Suite 420

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

December 14, 2011

TO: Elizabeth Corey, Purchasing Agent Assistant IV

FROM: Dan Mansour, Risk & Benefits Manager, HRMD *Dan Mansour*
William Paterson, Senior Risk/Safety Specialist

Re: Contract No. 11T0037-OJ
Third Party Administration
JI Specialty Companies

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the first option period for services under Workers Compensation and Auto Liability only. Services under General Liability and Property are for data entry and file storage only unless adjuster services are requested by the County at the fee schedule provided for in the contract.

Break Out of Costs

Workers Compensation	\$102,977
Auto Liability + GL + Property	\$ 43,788

Contract No. 11T0037-OJ is funded from line items
525-1140-522-4704 (Workers Compensation)
525-1140-522-4702 (Auto Liability)

If you have any questions please call me at X49650.

CC: Diane Blankenship, Director HRMD
Leroy Nellis, Acting County Executive for Planning & Budget Office

MODIFICATION OF CONTRACT: 11T000370J, THIRD PARTY ADMINISTRATION

Page 1 of 2 Pages

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TEXAS 78701	PURCHASING AGENT ASST: Elizabeth Corey TEL. NO: (512) 854-9853 FAX NO: (512) 854-9185	DATE PREPARED: January 20, 2012
ISSUED TO: JI Specialty Services, Inc. Attn: Mr. Francis J. Fey, President 10535 Boyer Blvd., Suite 1 Austin, Texas 78758	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: February 22, 2011
ORIGINAL CONTRACT TERM: <u>March 1, 2011 through March 1, 2012</u>		CURRENT CONTRACT TERM: <u>March 1, 2012 through March 1, 2013</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$ 142,500.00 (Estimated)Current Modified Amount \$ 146,765.00 (Estimated)

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.

Recitals

County Commissioners Court has reviewed the claims administration services and risk management information system services for workers compensation claims under this contract and found that the services are professional services. On February 22, 2011, Commissioners Court ordered this contract exempt from the County Purchasing Act as professional services.

This contract currently extends to March 1, 2012. Travis County, Texas ("County") and JI Companies ("TPA") have agreed to extend this contract until the end of the first option period.

Agreement

1.0 Travis County exercises its first annual options under subsections 2.02 and 2.03 to extend both the full range of workers compensation claims administration services and the automobile liability claims administration services and data entry and file storage services for general liability and property loss claims provided under this Contract between County and TPA for one (1) additional year beginning March 1, 2012 and ending at 12:01 A.M. Central Time on March 1, 2013.

2.0 As consideration for these workers' compensation claims administration services to be provided by TPA under this Contract, County shall pay TPA the total of \$102,977 for all claims during the life of the Contract in twelve (12) equal monthly installments at the end of each month commencing March 31, 2012 within thirty (30) days of receipt of an invoice in compliance with 13.02. If County requests TPA to represent it before the DWC, County shall pay TPA for DWC Pre-Hearings, DWC Benefit Review Conferences, and DWC Contested Case Hearings based on the type of hearing at which representation is requested and at the rate shown in the Texas Department of Insurance DWC Legal Fee Schedule for that type of hearing. No fee will be charged for attendance or participation of the adjuster handling the case.

Note to Vendor:

[X] Complete and sign your portion of the signature block section below for all originals and return all signed originals to Travis County.

[] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: JI Specialty Services, Inc. DBABY:  CORPORATION

SIGNATURE

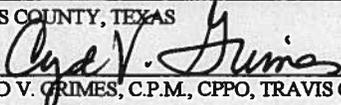
 OTHERBY: Samuel D. Francis

PRINT NAME

DATE:

TITLE: Executive Vice President/General Counsel
ITS DULY AUTHORIZED AGENT1/31/2012

TRAVIS COUNTY, TEXAS

BY: 

DATE:

CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

2/1/12

TRAVIS COUNTY, TEXAS

BY: _____

DATE:

SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

3.0 As consideration for the liability claims administration/data entry/file storage services to be provided by TPA under this Contract for the first option year, County shall pay TPA the total of \$43,788 for the first forty (40) new external automobile liability bodily injury and property damage claims occurring during the first option year for the life of this Contract in twelve equal monthly installments at the end of each month commencing March 31 of 2012. If there are more than forty (40) new external automobile liability bodily injury and property damage claims occurring during the first option period, as consideration for the automobile liability claims administration services for claims to be provided by TPA under this Contract in excess of forty (40) claims in a single contract year, County shall pay TPA \$750 for each new automobile liability bodily injury or property damage claim in excess of forty (40) occurring during the first option year. If County expressly requests TPA to administer a specific general liability or property loss claim, as consideration for the liability claims administration/data entry/file storage services to be provided by TPA under this Contract for that specific general liability or property loss claim, County shall pay TPA \$750 for each such general liability or property loss claim that County expressly requested TPA to administer during the first option year and these are payable at the end of the month the claim occurred if invoiced by TPA.

4.0 TPA shall invoice County directly for all cost reimbursement of expenses. County shall reimburse TPA for the South West Index Bureau Indexing at the direct cost of \$7.25 per filing or the current rate at cost incurred by TPA to provide the service:

5.0 TPA shall invoice County directly for all time and expense reimbursement expenses. County shall reimburse TPA at the hourly rate indicated below for time required in providing the following services:

Field Service/Investigations	\$75 per hour
Surveillance Services	\$60 per hour

6.0 All terms and conditions related to the services remain unchanged and in full force and effect.

PI625I02

**TRAVIS COUNTY
Purchase Requisition**

2/02/12
14:30:46

Number : 0000549008
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : CONTRACT RENEWAL 11T0037-OJ
 By : MARGIE SOLANO 854-9239
 Date : 12/20/11
 Vendor : 11284 JI COMPANIES
 Contract nbr :
 Ship to : HR HUMAN RESOURCES MGT.
 Deliver by date : 3/11/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
- 1	12.00	MO	MEDIATION WORKERS COMPEN.RISK MGMT, 3/12 - 3/13
- 2	12.00	EA	TPA - MEDIATION AUTO, GL,PROPERTY

Total: 146765.00

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

F9=Print



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: John Pena, CTPM; Marvin Brice, CPPB,
Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., C.P.P.O.
Purchasing Agent

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:

APPROVE CONTRACT AWARD FOR PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING DESIGN SERVICES FOR THE NED GRANGER ADMINISTRATION BUILDING RENOVATION, CONTRACT NO. PS120087JE, TO THE HIGHEST QUALIFIED FIRM, TTG GOETTING INC.

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

On October 20, 2009, the Commissioners Court approved a pre-qualified list of Professional MEP Engineering; Structural Engineering and Landscape Architectural Firms for utilization on small projects in Travis County, through Request for Qualifications (RFQ) No. Q090290-JT. The pre-qualified list has since been utilized for various small projects countywide.

Facilities Management (FM) currently requires professional MEP Engineering Services to design the upgrade of the Ned Granger Administration Building and occupied space to meet current building codes in preparation for moving new County tenants from other facilities. While actual construction will be phased at a later date, the design work will be completed upfront.

FM and the Purchasing office have negotiated the terms and fees of a Professional Services Agreement (PSA) with one of the pre-qualified

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professional engineering firms (TTG Goetting, Inc.) with expertise in these types of services, and proven to be the most highly qualified firm.

FM recommends award of a PSA to TTG Goetting, Inc. in the Not-To-Exceed (NTE) amount of \$84,000.00.

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

Ø **Contract-Related Information:**

Award Amount: NTE \$84,000.00

Contract Type: Professional Services

Contract Period: 140 Calendar Days from the NTP date.

Ø **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information:**

Solicitations Sent:

Responses Received:

HUB Information: Not a HUB

% HUB Subcontractor: Unknown at the time.

Ø **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

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

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 550715

Funding Account(s): 001-1405-821-8102

Comments:

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

TTG GOETTING

FOR

**MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING
DESIGN AND CONSTRUCTION DOCUMENT SERVICES**

**FOR THE
NED GRANGER ADMINISTRATION BUILDING
RENOVATION**

CONTRACT NO. PS120087JE

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and TTG Goetting (the "CONSULTANT").

WHEREAS, the COUNTY desires to obtain professional **MEP Engineering Design and Construction Document Services for the Ned Granger Administration Building Renovation, located at 314 W. 11th Street, Austin, Texas 78701** (the "Project"); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1
EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional **MEP Engineering Design and Construction Document Services for the Ned Granger Administration Building Renovation (the "Project")** as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Director of Travis County Facilities Management Department (the "DIRECTOR"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 8.7 of this Agreement. The DIRECTOR shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT'S copies of the foregoing material shall be returned to the COUNTY upon completion of the Project if the DIRECTOR so instructs the CONSULTANT.
- 1.3 If the DIRECTOR observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Work Product, as defined herein, the DIRECTOR shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

**SECTION 2
BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the complete and professional execution of the work described herein to the acceptance of the DIRECTOR. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform "Basic Services" to include:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the DIRECTOR and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Exhibit 6, Scope of Services, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.
- 2.3 The CONSULTANT shall use all applicable codes as adopted by authority having jurisdiction in performing the Basic Services for the Project.

**SECTION 3
COMPENSATION AND PAYMENT SCHEDULE**

- 3.1 In consideration of the CONSULTANT'S performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 3.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 3.3 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic" or "Additional" services under this Agreement, the decision of the DIRECTOR shall be final and binding upon the CONSULTANT.

**SECTION 4
PERIOD OF SERVICE**

- 4.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 7 and made a part hereof.
- 4.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

- 4.3 If the performance of the CONSULTANT'S or the COUNTY'S obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party. A special meeting shall be called by the DIRECTOR to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the DIRECTOR.

SECTION 5 COORDINATION WITH COUNTY

- 5.1 The DIRECTOR shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define the COUNTY'S policies and decisions with respect to the CONSULTANT'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.
- 5.2 The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR (the "Notice to Proceed").
- 5.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 5.4 The CONSULTANT shall cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the DIRECTOR.

SECTION 6 WORK PRODUCT

- 6.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables, as described in Exhibit 6, Scope of Services.
- 6.2 The Work Product, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. Any reuse by the CONSULTANT of any such documents described in this Section without the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY'S use of partially completed designs, plans, or specifications on this Project or any other Project.

SECTION 7
SUSPENSION AND TERMINATION OF AGREEMENT

- 7.1 SUSPENSION: The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving the CONSULTANT written Notice-of-Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which the CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) calendar days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below.
- 7.1.1 ~~Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Engineering Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.~~
- 7.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 7.2 TERMINATION FOR CONVENIENCE: The COUNTY reserves the right to terminate this Agreement for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). In the event of such termination, County shall not be liable for loss of any profits anticipated to be made hereunder
- 7.2.1 The Consultant shall deliver to the COUNTY copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a pre-condition to any final payment due under this Agreement.
- 7.2.2 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 7.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.
- 7.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 8 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT, or individual under the CONSULTANT'S direction, is appropriately licensed. In the event such individual's license expires, is revoked or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days. Additionally, the CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements (when applicable), and city ordinances currently in effect.
- 8.2 Acceptance and Approval of the deliverables by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT'S designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT. For purposes of this section: (a) "Acceptance" shall mean that in the PROJECT MANAGER's opinion substantial compliance with the technical specifications and requirements (relating to permit coordination, assistance and procurement) has been achieved; and (b) "Approval" shall mean formal written recognition that the deliverables are complete and conform to the technical specifications and requirements."
- 8.3 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent Professional Engineer or Registered Architect, as applicable, in Travis County, Texas would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 8.4 The CONSULTANT shall affix his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 8.5 The CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of the CONSULTANT shall be classified as an employee or servant of the COUNTY.
- 8.6 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 8.7 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the

Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court. If the Contractor is still not satisfied, it may pursue the matter in a court of competent jurisdiction.

- 8.8 **CONFLICT OF INTEREST QUESTIONNAIRE:** If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

SECTION 9 MISCELLANEOUS

- 9.1 **VENUE:** This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the State of Texas. ALL OBLIGATIONS UNDER THIS AGREEMENT 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.
- 9.2 **SEVERABILITY:** If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 9.3 **EQUAL OPPORTUNITY IN EMPLOYMENT:** The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 9.4 **NOTICE:** Any notice required or permitted to be given under this 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.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Cyd V. Grimes, C.P.M. (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

with copies to (registered or certified mail with return receipt is not required):

Roger A. El Khoury, M.S, P.E. (or successor)
Travis County Facilities Management Director
P.O. Box 1748
Austin, Texas 78767

~~The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:~~

TTG Goetting
12710 Research Blvd., Ste 355
Austin, Texas 78759-4397

9.5 INSURANCE REQUIREMENTS: The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements as set forth below.

9.5.1 During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- (a) Worker's Compensation in accordance with statutory requirements.
- (b) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- (c) Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- (d) Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

9.5.2 The CONSULTANT shall not commence any professional services work under this Agreement prior to obtaining all required insurance and receiving approval by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved by the COUNTY. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

9.5.3 The required insurance must be written by a company authorized to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish to the COUNTY a certification of coverage issued by the insurer. The insurance company shall be subject to the

approval of the COUNTY. The CONSULTANT 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 CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE, AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

9.6 FORFEITURE OF AGREEMENT: The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (a) The CONSULTANT was doing business at the time of executing this Agreement or had done business during the 365-day period immediately prior to the date of execution of this Agreement with one or more Key Contracting Persons; or
- (b) The CONSULTANT does business with a Key Contracting Person after the date of execution of this Agreement and prior to full performance of this Agreement.

Definition of “was doing/does business”:

- A. “Was doing business” and “does business” mean:
- B. paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- C. loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- D. but does not include
- E. any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- F. any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- G. a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 4, attached hereto and made a part hereof.

9.7 PURCHASE ORDER: The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned

by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

- 9.8 PAYMENTS: Payment shall be made upon satisfactory delivery and acceptance of services or deliverables and the submission of an invoice to the address below for orders placed by the Purchasing Agent, or as indicated on the Purchase Order placed by other authorized COUNTY offices and departments.

Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

As a minimum, a "Correct and Complete" invoice shall include: (i) Name, address, telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) the County Professional Services Agreement (PSA) number, (iii) the Purchase Order number, (iv) identification of the services outlined in the PSA, (v) any additional payment information which may be called for by this PSA.

- 9.9 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 9.10 PROPERTY TAXES: Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 9.11 TAXPAYER IDENTIFICATION: The CONSULTANT shall provide the 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, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 9.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 9.13 FUNDING OUT: The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement

for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

- 9.14 NON-WAIVER OF DEFAULT: No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 9.15 MEDIATION: 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 person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. 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 must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 9.16 CONSULTANT CERTIFICATIONS:
- 9.16.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the professional services described in this Agreement.
- 9.16.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement.
- 9.16.3 THE CONSULTANT SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, AND COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES OF COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.
- 9.17 CIVIL RIGHTS/ADA COMPLIANCE: The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 9.18 GRATUITIES: The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or

representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by the CONSULTANT in providing the gratuities.

9.19 MONITORING: The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT'S compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT'S performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT'S performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

9.20 INCORPORATION OF EXHIBITS AND ATTACHMENTS: All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

9.21 ENTIRE AGREEMENT: This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.

9.22 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.

9.23 AMENDMENT

9.23.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

9.23.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.

9.24 ENTITY STATUS:

9.23.1 By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

9.23.2 As a duly authorized representative of the CONSULTANT, I acknowledge by my

signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

9.25 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

9.26 AUDIT:

The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: **TTG Goetting**

By: 
 Printed Name: ERIC WORKMAN
 Title: Principal
 Authorized Representative
 Date: 2/3/12

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Chapter 1051, Texas Occupations Code.

TRAVIS COUNTY:

By: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
 Susan Spataro
 Travis County Auditor

APPROVED AS TO FORM:

By: _____
 Cyd V. Grimes, C.P.M.
 Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____
 Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services shall be the sum of **\$83,000.00**

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:

(i)	Design	\$50,000.00
(ii)	Construction Administration	\$20,000.00
(iii)	Energy Modeling	\$ 7,500.00
(iv)	LEED Documentation for Credit	\$ 5,500.00

BASIC SERVICES TOTAL: **\$83,000.00**

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2, and described above, required in the performance of the various phases of work provided for under this Agreement.

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR.

3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.

3.3 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT'S errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT, contingent upon prior written authorization from the DIRECTOR for the following:

4.1.1 Expense of reproductions for any record drawings or other information as described in the Professional Services Agreement, SECTION I, Paragraph 1.2, EMPLOYMENT OF THE

CONSULTANT.

- 4.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the following limit:

REIMBURSABLES TOTAL NOT TO EXCEED: **\$ 1,000.00**

SECTION 5 –SCHEDULE OF PAYMENTS

- 5.1 A Lump Sum Payment shall be made within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 9.8, for the Deliverables described in the Agreement and/or Exhibit 6, Scope of Services.

SECTION 6 –TOTAL AGREEMENT SUM

- 6.1 The Total Professional Services Agreement Sum, consisting of the Basic Services Fee of **\$ 83,000.00**, plus the Not-to-Exceed Reimbursable Expense (as listed in Section 4 above) of **\$ 1,000.00** shall not exceed **\$84,000.00**.

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

Senior Principal	\$ 220.00
Principal	\$ 175.00
Project Manager	\$ 135.00
Project / Senior Engineer	\$ 115.00
Construction Administrator	\$ 90.00
Engineer	\$ 90.00
Designer	\$ 75.00
CADD Operator	\$ 60.00
Word Processing / Clerical	\$ 55.00

OPTIONAL SERVICES

None

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further ~~Government contracts in accordance with procedures authorized in Executive Order 11246 of~~ September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and the United States enter into such litigation to protect the interest of the United States.

EXHIBIT 4
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 2/6/12

Name of Affiant: ERIC WORKMAN

Title of Affiant: PRINCIPAL

Business Name of Consultant: TIG GOETTING

County of Consultant: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

(Handwritten signature)

Signature of Affiant

12710 RESEARCH BLVD STE 355
Austin, TX 78759

Address

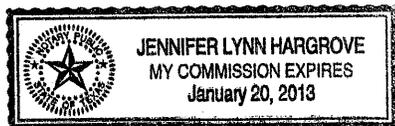
SUBSCRIBED AND SWORN TO before me by Eric Workman on Feb 6, 2012

Notary Public, State of Texas

(Handwritten signature of Jennifer Lynn Hargrove)

Typed or printed name of notary Jennifer Lynn Hargrove

My commission expires: 1-20-13



ATTACHMENT 1 TO EXHIBIT 4
LIST OF KEY CONTRACTING PERSONS
January 24, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II C.W. Bruner, CTP
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman.....		01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB		07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades		08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez..		12/16/12

* - Identifies employees who have been in that position less than a year.

EXHIBIT 5
CONFLICT OF INTEREST QUESTIONNAIRE

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

EXHIBIT 6
SCOPE OF SERVICE – MEP ENGINEERING

1.0 THE PROJECT

- 1.1 Various renovations and remodels to the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas will constitute “The Project.” The building presently functions as the Travis County Administration Building but the County is in the process of transitioning the majority of administration functions to another building. This Project is to upgrade the building to ensure compliance with all current codes; to renovate some of the occupied spaces; and to prepare the building for relocation of County tenants from other facilities. Although the Project will be phased, the design work will be completed up front, following award of this Professional Services Agreement. In addition, the Project will pursue LEED-EB Silver through the USGBC.
- 1.2 The building is a 50-year old five story cast-in-place concrete framed structure, approximately 105,500 SF at 21,100 SF per floor. A multi-story parking garage occupies half the block across the alley to the north. The parking garage will not be part of the Project scope. The building does not have an existing fire sprinkler system. Floors are accessed by two passenger elevators, a dedicated freight elevator and two enclosed stairwells. A single 380-ton chiller in the 1st floor Mechanical Room is supplied by a rooftop cooling tower. Each floor has two mechanical rooms that are stacked up through the building. Also in the 1st floor Mechanical Room are a boiler, electrical switchgear and building maintenance spaces. An operating commercial kitchen and all supporting systems will be relocated from the 3rd floor to the first floor as part of this Project. The Main Distribution Frame (MDF) is located on 5th Floor but will be moved to 1st Floor. An Intermediate Distribution Frame (IDF) is located on each floor. Temporary IDF’s will be provided at each floor until scheduled periods during the Project remodeling when the existing IDF’s will be upgraded.
- 1.2 Occupancy of the building will be transitioning during the course of the Project as follows:
- A. 1st Floor tenants will be moved out toward the end of 2012. However, certain remodeling work, such as the fire sprinkler infrastructure will be installed at the beginning of the Project.
 - B. The vacant 2nd floor will be remodeled at the beginning of the Project and subsequently occupied by an existing 5th floor tenant.
 - C. The 3rd and 4th floors will remain occupied by a County tenant.
 - D. Fifth Floor will be vacated in phases during 2012 and will be remodeled for a future County tenant.
- 1.3 The Project will include mechanical, electrical and plumbing design, performance specifications for fire alarm and fire suppression sprinkler systems, construction document preparation and construction contract administration. The improvements will take place throughout the building and will include work within the existing tenant spaces and mechanical rooms which are located on all five floors. The existing HVAC cooling tower will be replaced with new and upgraded equipment. The existing HVAC pneumatic controls will be replaced with a new DDC/BAS energy management system (EMS). The Project will be divided into eight components, as follows, some of which will be constructed concurrently.

- A. Mechanical infrastructure renovations and replacements.
 - B. Fire Sprinkler (Performance Specification) with design and construction by others.
 - C. Fire Alarm (Performance Specification) with design and construction by others.
 - D. 1st Floor renovation, except for certain HVAC and systems renovations, will be done late in 2012 or 2013.
 - E. 2nd Floor renovation will be done as early as possible during the Project.
 - F. 3rd Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
 - G. 4th Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
 - H. 5th Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
- 1.4 For purposes of this Agreement, the Travis County Facilities Management Department (FMD) will represent the OWNER and will be the Architect-of-Record for the Project.

2.0 ENGINEERING SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide complete, functional and usable designs and specifications that meet the program requirements. Coordinate work among the engineering disciplines and with the OWNER to ensure that complete system designs are provided for fire suppression sprinkler infrastructure, fire alarm replacements/upgrades and tenant space remodels.
- 2.2 Mechanical design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will be included in the CONSULTANT's Basic Services. Deliverables will be used to secure permitting, provide guidance to systems designers, solicit bids/proposals from contractors and provide direction for the construction of the Project.
- A. Scope of mechanical engineering services will include, but not be limited to:
 - 1. Perform HVAC zonal load calculations as required to meet space temperature and ventilation requirements for the building.
 - 2. Design and specify stand-alone HVAC systems including equipment, sensors, DDC-BAS controls for individual AC units to cool the MDF and the IDF's on each floor.
 - 3. Design and specify new energy efficient HVAC Dual Duct (VFD) supply air fan systems at each floor (total of 10 systems).
 - 4. Design and specify new Cooling Tower system including piping and pump(s) systems to be integrated with the existing building chiller equipment.
 - 5. Design new system components to integrate into the existing HVAC system.
 - 6. Provide performance specifications for a new or upgraded Fire Alarm System as required.

7. Provide performance specifications for a new Fire Suppression Sprinkler System. The design and installation will be provided by a separately contracted Fire Protection Company.
8. Design of kitchen hood exhaust, hood, and make-up air system for relocated kitchen on first floor.
9. Provide HVAC energy modeling for LEED credit EA.1
10. Provide LEED documentation for credits

2.3 Electrical design, construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will constitute the CONSULTANT's Basic Services. Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project.

A. Scope of electrical engineering services will include, but not be limited to:

1. Design electrical power distribution and lighting systems, including lighting fixture selections and any modifications or additions to existing electric panels. Integrate the new systems into the existing building electrical system. Design electrical lighting system for the upgraded Mechanical Rooms at each floor. Design electrical lighting / power system for the new Cooling Tower equipment.
2. Select electrical equipment and submit to OWNER for coordination and approval.
3. Produce construction documents showing lighting, electrical service and equipment locations. Construction documents shall include circuiting, relevant schedules, wiring diagrams, details, notes, plans, calculations and specifications.
4. Provide special systems plans to show the locations for special systems infrastructure connection points for a replacement/upgraded fire alarm system and a new HVAC BAS equipment system. Indicate on the plans the locations of junction boxes, conduit and pull strings for use by the contractor.
5. Provide performance specifications for a replacement/upgraded fire alarm system.
6. Design of new electrical distribution system for relocated kitchen on first floor.
7. Provide electrical and telecom grounding infrastructure for new MDF/IDF to be located on the first floor.
8. Lighting control panels will be tied into the new Energy Management System (EMS).
9. Provide LEED documentation for credits.

2.4 Plumbing design, construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will constitute the CONSULTANT's Basic Services. Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project.

A. Scope of plumbing engineering services will include, but not be limited to:

1. Design new/remodeled building plumbing systems, as needed, including water, waste water and natural gas piping. Provide riser diagrams, equipment schedules and details. The building has restrooms on each floor and various existing coffee bar sinks and janitor sinks. Existing restrooms on each floor will need to be updated to current plumbing and accessibility codes. Investigation will be required to determine the best tie-in points to existing building plumbing.
2. Select and schedule plumbing fixtures. Submit selections to OWNER for coordination and approval.

3. Design the fire sprinkler riser manifold. Include all items of the work that will be necessary for the contracted Fire Protection Company to design and construct branch lines for a complete system.
4. Design of kitchen grease waste system.
5. Design of kitchen domestic water and sanitary waste system.
6. Provide LEED documentation for credits.

2.5 Commissioning of the MEP systems to meet City of Austin and LEED-EB Silver requirements.

3.0 CONSTRUCTION DOCUMENTS

3.1 The CONSULTANT shall prepare Construction Documents completely describing the work in coordination with the Project design and the work of the OWNER and other design disciplines.

3.2 Drawings shall be prepared in AutoCAD 2012 or Revit 2012. Coordinate the drawings with the OWNER's drawing format as to title block, sheet numbers and cover sheet information.

3.3 Provide complete specifications in Microsoft Word, preferably using ARCOM Masterspec '04 version or formatted the same as the OWNER's specification sections.

3.4 Provide MEP Comcheck forms and energy conformance calculations, sealed and signed by the CONSULTANT, for use by OWNER and for regulatory agency review and approval.

3.5 Produce record drawings from documentation received from OWNER that will be produced by the contractor(s) upon completion of the Project or phases of the Project. The record drawings shall be in the same format as the construction drawings. Record drawings are to be prepared as soon as the as-built information is available for each phase of the Project.

3.6 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the CONSULTANT for the Project. These shall become the property of the OWNER. The CONSULTANT shall furnish the OWNER with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

3.6 The CONSULTANT shall furnish to the OWNER the following:

- A. One unbound set of 100% complete full size construction drawings, photostatically plotted on bond paper.
- B. One unbound set of the final specifications.
- C. One copy of the CAD/BIM files and specifications on compact disc or flash drive.
- D. One full-sized set each of the Design Development, 50% Construction Documents, and 95% Construction Documents.
- E. Calculations as described herein.
- F. Regulatory documents as described herein.

- G. Two bound sets of Record Drawings photostatically plotted on bond paper.
- H. One copy of the Record Drawings on CD or flash drive.
- I. Affix an original State of Texas Professional Engineer's seal, signed and dated, to the following documents or as required by law.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Engineering Drawings
 - 3. Project Manual Table of Contents page
 - 4. Regulatory Documents, Change Orders and Bidding Documents as required by law.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the work is being constructed according to the intent of the construction documents.
- 4.2 The CONSULTANT shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the OWNER. Submit results of reviews within ten (10) calendar days for submittals and within ten (10) calendar days for claims, disputes, and other matters in question between the OWNER and the contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. The CONSULTANT shall notify the OWNER immediately if more time is required for reasonable cause.
- 4.3 The CONSULTANT shall not have control of nor have charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the construction work nor acts or omissions of the contractor or subcontractors of any tier; or any other persons performing any of the construction work, nor failure of any of the aforementioned to carry out the construction work in accordance with the Contract Documents.
- 4.4 The CONSULTANT shall at all times have access to the work wherever it is in preparation or progress.
- 4.5 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.
- 4.6 The CONSULTANT shall attend a pre-bid conference and assist OWNER in preparation of addenda, interpretation of the bid documents related to the CONSULTANT's work, assist in the preparation of Addenda for bidding and in answering RFI's during bidding.
- 4.7 The CONSULTANT shall produce a punchlist of construction deficiencies at the time of Substantial Completion. Coordinate preparation of the punchlist with OWNER. Provide inspections, in coordination with the OWNER, to ensure the Contractor's work related to the CONSULTANT's portion of the punchlist is completed.

5.0 QUALITY CONTROL

- 5.1 Quality Levels and Quality Control Procedures: The Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the contractor will be required to perform. The OWNER and CONSULTANT acknowledge that, after the construction contract is signed, the contractor cannot be required to perform any action that is not required by the Contract Documents. Therefore, the contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings & specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.
- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the contractor or by an Independent Testing Firm retained by the OWNER. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the OWNER as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of Basic Services. Any meetings not required shall be compensated at the hourly rate for the appropriate level of CONSULTANT staff listed in the Professional Services Agreement. Meetings not required for execution of this scope-of-services shall be attended following written request and authorization by the OWNER.

7.0 SCOPE OF WORK EXCLUSIONS

- 7.1 The items listed below are excluded from the CONSULTANT's scope of work:
- A. Specification of equipment, cabling and design for telecommunications systems, security systems, and data transfer systems except to the extent that new building electrical and new mechanical systems are required to interface with and support these systems
 - B. Procuring or paying for construction permits and inspections
 - C. Design services due to change in scope of the Project after the Design Development (DD) phase will be at the additional service hourly rate.
 - D. Design of bid alternates requested by the County architect.
 - E. Design services due to change orders requested by the Travis County.
 - F. Design and landscape irrigation and decorative lighting.
 - G. International Energy Conservation Code (IECC) architectural building envelope compliance check.
 - H. Value engineering design services after approval of the DD submission.
 - I. Design of site gas, water, and sanitary sewer distribution from a point five feet outside the building to the local utility point of service.
 - J. Vapor drive analysis calculations thru exterior wall or roof

K. Design services for trench excavation and shoring; site storm drainage; subsurface, foundation and/or French drainage; cathodic protection.

8.0 SCHEDULE MILESTONES

8.1 The Project will be phased and the Construction Documents will be arranged in multiple permit and bid sets that correspond with the Travis County plan for relocation of staff and available budgets. The design is expected to commence and be pursued uninterrupted upon issuance of the Notice-to-Proceed, except as otherwise provided for in the Professional Services Agreement (PSA). The CONSULTANT's delivery of the Work Product shall conform to the following durations, which will commence upon receipt of a written Notice-to-Proceed from the OWNER. Durations are in calendar days.

Ned Granger Administration Building MEP Design Services	
Design Phase	Duration (Calendar Days)
Schematic Design Phase (SD)	30
Design Development Documents	50
Construction Documents	60
Total Design and Permit	140
Bid Phase	
Addenda, Prebid Conference	45
Total Bid Phase	45
Construction Phase	
Construction Contract Administration	TBD
Total Construction Phase	TBD

END OF EXHIBIT

EXHIBIT 7
PROJECT SCHEDULE

Ned Granger Administration Building MEP Design Services	
Design Phase	Duration (Calendar Days)
Schematic Design Phase (SD)	30
Design Development Documents	50
Construction Documents	60
Total Design and Permit	140
Bid Phase	
Addenda, Prebid Conference	45
Total Bid Phase	45
Construction Phase	
Construction Contract Administration	TBD
Total Construction Phase	TBD



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: TCAD-26-12C-4R
FILE: 402

RECEIVED
TRAVIS COUNTY
2012 JAN 20 AM 11:14
PURCHASING
OFFICE

TO: Cyd V. Grimes, CPM, Purchasing Agent

VIA: Steven M. Manilla, P.E., County Executive, TNR

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

DATE: January 19, 2012

SUBJECT: Granger Building Renovation
Professional Services Agreement Contract Award to TTG Goetting

The proposed Professional Services Agreement (PSA) is for mechanical, electrical & plumbing engineering services for the existing Ned Granger building design and renovation projects. FMD negotiated with TTG Goetting and the resulting attached proposal is fair and reasonable. FMD recommends award of this PSA to TTG Goetting. The breakdown shown in the proposal is:

\$ 70,000.00	Basic Services
\$ 7,500.00	Energy Modeling
<u>\$ 5,500.00</u>	LEED Documentation for Credit
\$ 83,000.00	Total Base Fee

In addition to the total base fee, a \$1,000.00 reimbursable expense has been encumbered as a not to exceed sum. The account number is 001-1405-821-8102 and the requisition number is 550715. In accordance with the procedure to secure this PSA, this request is being forwarded along with the supporting documents for approval. If approved, please issue a fully executed contract to TTG Goetting. If you have any questions or need additional information, please call Roger at extension 44579.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
John Pena, Purchasing Agent Assistant, Purchasing

PI625I02

TRAVIS COUNTY
Purchase Requisition

2/07/12
10:55:34

Number : 0000550715
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : NEW PO - MEP SVCS FOR GRANGER BLDG
 By : AMY DRAPER 854-9040
 Date : 1/18/12
 Vendor : TTG GOETTING
 Contract nbr :
 Ship to : FE FACILITIES MANAGEMENT
 Deliver by date : 12/31/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year
 Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	70000.00	DOL	MEP ENGINEERING SERVICES FOR GRAINGER BLDG PER PROPOSAL DATED 1/12/12 REVISED 1/16/12 POC: ROGER EL KHOURY 854-4579

COMMENTS EXIST

Total: 84000.00

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

F9=Print

PI625I02

TRAVIS COUNTY
Purchase Requisition

2/07/12
10:59:27

Number : 0000550715
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : NEW PO - MEP SVCS FOR GRANGER BLDG
 By : AMY DRAPER 854-9040
 Date : 1/18/12
 Vendor : TTG GOETTING
 Contract nbr :
 Ship to : FE FACILITIES MANAGEMENT
 Deliver by date : 12/31/12
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year
 Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
2	7500.00	DOL	ENERGY MODELING FOR LEED CREDIT
3	5500.00	DOL	LEED DOCUMENTATION FOR CREDIT
4	1000.00	DOL	REIMBURSABLES

COMMENTS EXIST

Total: 84000.00

F3=Exit F7=Alternate view
F10=Approval info F12=Cancel F20=Comments

F9=Print



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 21, 2012

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Flexible Base Materials Type A Grade II, IFB No. B120023-CW, to the low bidder, Rachel's Trucking, LLC.

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

Ø This contract will provide Flexible Base Materials Type A Grade II materials to Travis County Transportation and Natural Resources.

IFB No. B120023-CW was issued on November 9, 2011. A total of twenty (20) vendors were solicited and three (3) bids were received. Travis County Transportation and Natural Resources recommends award to the low bidder, Rachel's Trucking, LLC.

Ø **Contract Expenditures:** Within the last twelve (12) months \$226,913 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: February 21, 2012 through February 20, 2013

Ø **Solicitation-Related Information:**

Solicitations Sent:	20	Responses Received:	3
HUB Information:	N/A	% HUB Subcontractor:	N/A

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): 099-4941-621-3064 and 099-4941-621-6014
- Comments: Requisitions are processed at time of requirement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

Bonnie



**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

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

January 24, 2012

RECEIVED
TRAVIS COUNTY
2012 JAN 25 PM 4:20
PURCHASING
OFFICE

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Grimes for
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Contract Award Solicitation #B120023-CW
Flexible Base Material, Type A, Grade 2

TNR recommends that Travis County award the above mentioned solicitation to the overall low bidder Rachel's Trucking, LLC.

The commodity/sub-commodity code for Flexible Base is 750/052 and the commodity/sub-commodity for Hauling Services is 962/039. The budgeted line items are 099-4941-621-3064 and 099-4941-621-6014.

If you need additional information, please contact Christina Jensen at 854-7670.

CJ CJ:SMM:cj

Agency Notes:	Supplier Notes: Centex Materials - City of Austin Base
---------------	--

Supplier Totals

<u>Rachel's Trucking, llc [Ad]</u>		\$293,344.14 (170/170 items)
Bid Contact John Schuler jschuler1@austin.rr.com Ph 512-656-7123	Address 1405 E. Riverside Drive Austin, TX 78741	
Bid Notes Texas Crushed Stone - Georgetown/Round Rock Superior Crushed Stone - Jarrell Centex Materials - Buda		
Agency Notes:	Supplier Notes: Texas Crushed Stone - Georgetown/Round Rock Superior Crushed Stone - Jarrell Centex Materials - Buda	
<u>RTI Hot Mix</u>		\$335,892.09 (170/170 items)
Bid Contact Dean Lundquist dean@rammingpaving.com Ph 512-251-3713	Address 16409 Bratton Lane Austin, TX 78728	
Qualifications TX		
Agency Notes:	Supplier Notes:	
<u>Central Texas Stone and Aggregate,L.L.C.</u>		\$326,440.65 (169/170 items)
Bid Contact Richard Gresham rgresham@joeblandconstruction.com Ph 512-821-2808	Address 13111 Dessau Road Austin, TX 78754	
Qualifications CISV		
Agency Notes:	Supplier Notes:	

**

GM200I13

TRAVIS COUNTY

2/09/12

Fiscal Year 2012

Account Balance Inquiry

12:17:55

Account number : 99-4941-621.30-64
 Fund : 099 ROAD & BRIDGE FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 41 ROAD & BRIDGE MAINTENANCE
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 30 OPERATG SUPPLIES, RP&E, NC
 Object : 64 RD MATERIALS/NONASPHALTIC

Original budget :	310,149	
Revised budget :	285,828	01/17/2012
Actual expenditures - current . . . :	47,595.73	
Actual expenditures - ytd :	46,811.73	
Unposted expenditures :	900.00	
Encumbered amount :	17,561.82	
Unposted encumbrances :	2,180.00-	
Pre-encumbrance amount :	13,450.20	
Total expenditures & encumbrances:	124,139.48	43.4%
Unencumbered balance :	161,688.52	56.6

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

GM200I13

TRAVIS COUNTY

2/09/12

Fiscal Year 2012

Account Balance Inquiry

12:18:06

Account number : 99-4941-621.60-14
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 14 TRANSPORT SERVICES

Original budget :	443,369	
Revised budget :	430,760	12/12/2011
Actual expenditures - current . . . :	54,405.38	
Actual expenditures - ytd :	54,606.25	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	17,262.10	
Total expenditures & encumbrances:	126,273.73	29.3%
Unencumbered balance :	304,486.27	70.7

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



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Ron Dube, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND SELL AT PUBLIC AUCTION PURSUANT TO SECTION 263.151 OF THE TEXAS LOCAL GOVERNMENT CODE.

Purchasing Recommendation and Comments: Purchasing recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. The Purchasing Office has no issues and concerns.

Pursuant to Section 263.151, declare certain vehicles and equipment as Surplus Property. All vehicles will be sold at public auction.

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

LOT	AQ	TYPE	AQ YEAR	TNR	TAG	IMP
LOT#LOT# 2934, IN QUEUE	PO	AUT	2001	1940	103205	0
LOT#LOT# 2935, IN QUEUE	PO	AUT	2001	CS21	103313	1
LOT#LOT# 2935, IN QUEUE	PO	AUT	2001	CS21	103313	0
LOT#LOT# 2936, IN QUEUE	PO	AUT	2001	1966A	103265	0
LOT#LOT# 2937, IN QUEUE	PO	AUT	2001	2033	103190	0
LOT#LOT# 2938, IN QUEUE	PO	AUT	2002	2126	103952	0
LOT#LOT# 2939, IN QUEUE	PO	AUT	2002	2129	103955	0
LOT#LOT# 2940, IN QUEUE	PO	AUT	2002	2206	106373	0
LOT#LOT# 2941, IN QUEUE	PO	AUT	2002	2178A	103974	0
LOT#LOT# 2942, IN QUEUE	PO	UTL	1998	EMS1A	93445	0
LOT#LOT# 2943, IN QUEUE	PO	VAN	1992	TNR1424	75783	0
LOT#LOT# 2944, IN QUEUE	PO	AUT	1998	C507	93475	0
LOT#LOT# 2945, IN QUEUE	PO	TRK	1999	S9926	96431	0
LOT#LOT# 2946, IN QUEUE	PO	AUT	2002	2280	106423	0
LOT#LOT# 2947, IN QUEUE	PO	AUT	2003	2337	119525	0
LOT#LOT# 2948, IN QUEUE	PO	AUT	2004	2465	119594	0
LOT#LOT# 2949, IN QUEUE	PO	AUT	2006	2625	129158	0
LOT#LOT# 2950, IN QUEUE	PO	AUT	2008	3092	129114	0
LOT#LOT# 2951, IN QUEUE	DN	AUT	2002	2301A	106445	0
LOT#LOT# 2952, IN QUEUE	PO	AUT	2009	3231	141400	0
LOT#LOT# 2953, IN QUEUE	PO	AUT	2001	2093	103297	0
LOT#LOT# 2954, IN QUEUE	PO	ARE	1996	HS9502	81294	1
LOT#LOT# 2954, IN QUEUE	PO	TRK	1995	HS9502	81294	0
LOT#LOT# 2955, IN QUEUE	PO	AUT	2005	2596	123514	0
LOT#LOT# 2956, IN QUEUE	PO	AUT	2004	2445A	119655	0
LOT#LOT# 2957, IN QUEUE	PO	TRK	2000	1905	100715	0
LOT#LOT# 2958, IN QUEUE	PO	VAN	1995	RM9501	79031	0
LOT#LOT# 2959, IN QUEUE	PO	AUT	2002	2219	106393	0
LOT#LOT# 2960, IN QUEUE	PO	AUT	2001	2071	103287	0
LOT#LOT# 2961, IN QUEUE	PO	AUT	2001	2032	103189	0
LOT#LOT# 2962, IN QUEUE	PO	AUT	2001	2072	103285	0
LOT#LOT# 2963, IN QUEUE	PO	AUT	2001	P2051	103267	0
LOT#LOT# 2964, IN QUEUE	PO	AUT	2002	P2104P	103300	0
LOT#LOT# 2965, IN QUEUE	PO	AUT	2008	3113	129122	0
LOT#LOT# 2966, IN QUEUE	PO	YGA	2005	MD2652	124929	0
LOT#LOT# 2967, IN QUEUE	PO	MOW	2005	MD2589	124925	0
LOT#LOT# 2968, IN QUEUE	PO	YGA	2005	MD2653	124933	0
LOT#LOT# 2969, IN QUEUE	PO	YGA	2005	MD2655	124934	0
LOT#LOT# 2970, IN QUEUE	PO	YGA	2004	MD2432	106492	0
LOT#LOT# 2971, IN QUEUE	PO	YGA	2004	MD2433	106493	0
LOT#LOT# 2972, IN QUEUE	PO	MOW	2005	MD2677	124938	0
LOT#LOT# 2973, IN QUEUE	PO	MOW	2005	RI2630	123566	0
LOT#LOT# 2974, IN QUEUE	PO	RCE	2005	ST2702	125758	0
LOT#LOT# 2975, IN QUEUE	PO	RCE	2005	ST2701	125757	0
LOT#LOT# 2976, IN QUEUE	PO	MOW	2005	2643	123579	0
LOT#LOT# 2977, IN QUEUE	PO	MOW	2005	RI2642	123578	0

LOT#LOT# 2978, IN QUEUE	PO	YGA	2001	TR2079	103308	0
LOT#LOT# 2979, IN QUEUE	PO	RHE	1997	TNR2525	91354	0
LOT#LOT# 2980, IN QUEUE	PO	UTL	2003	PC2332	106489	0
LOT#LOT# 2981, IN QUEUE	PO	AUT	2001	2069	103286	0
LOT#LOT# 2982, IN QUEUE	PO	MOW	2006	2749	125762	0
LOT#LOT# 2983, IN QUEUE	PO	AUT	2004	2464A	123492	0
LOT#LOT# 2984, IN QUEUE	PO	TRK	2000	1873	100623	0
LOT#LOT# 2985, IN QUEUE	PO	AUT	2001	1980	103235	0
LOT#LOT# 2986, IN QUEUE	PO	RHE	1993	F9327	90697	0
LOT#LOT# 2987, IN QUEUE	PO	RHE	1993	TNR2729	77887	0

DESC	SERIAL	COST
FOUR DOOR SEDAN, FULL SIZE, REAR WHEEL DRIVE	2FAFP71W61X178876	\$ 20,220.00
OPTION 2 AIR CONDITIONING & HEATING	1GNDM19X02B112128	\$ 435.00
2002 PASSENGER VAN, CHEVROLET , EXTENDED, 7&8	1GNDM19X02B112128	\$ 18,546.00
FOUR DOOR SEDAN, FULL SIZE, REAR WHEEL DRIVE	2FAFP71W31X178902	\$ 20,220.00
2001 FORD EXPLORER 4-DOOR V6; 4X4	1FMZU72E52ZA64154	\$ 25,323.22
SEDAN, FULL SIZE, CHEVROLET IMPALA 2002	2G1WF55K729302239	\$ 16,688.50
SEDAN, FULL SIZE, CHEVROLET IMPALA 2002	2G1WF55K329304330	\$ 16,688.50
2002 FORD EXPLORER, 4-DOOR (ALTERNATIVE FUEL)	1FMZU72K52ZC52257	\$ 23,463.57
2003 FORD , FOUR DOOR, REAR WHEEL DRIVE,	2FAFP71W03X109491	\$ 19,494.00
CHEVY, SUBURBAN 1999	1GNGK26R3XJ344332	\$ 31,140.00
VAN, 15 PASSENGER, V-8,BLUE	2GAGG39K4N4132603	\$ 16,543.00
FORD, CROWN VIC 1999	2FAFP71W8XX107977	\$ 19,269.00
PICKUP 3/4 TON, DODGE EXTENDED CAB 1999	3B7KC23Z0XG229774	\$ 18,907.00
2002 FORD CROWN VICTORIA POLICE PACKAGE	2FAFP71WX2X154582	\$ 19,803.17
2003 FORD CROWN VICTORIA POLICE PACKAGE	2FAFP71W73X190327	\$ 19,994.00
POLICE INTERCEPTOR, 2004 FORD CROWN VICTORIA	2FAFP71W04X127426	\$ 19,679.00
2006 FORD POLICE INTERCEPTOR, BID SERIES BBA	2FAFP71W46X148105	\$ 21,786.00
2008 FORD POLICE INTERCEPTOR, FULL SIZE	2FAFP71V98X158431	\$ 23,788.32
2000 FORD CROWN VICTORIA	2FAFP71W7YX161210	\$ -
2009 FORD POLICE INTERCEPTOR	2FAHP71V29X128665	\$ 24,029.32
VAN, 2001 FORD WINDSTAR WAGON V6	2FMZA50412BA39620	\$ 19,267.63
TRUCK BED COVER,ARE MODEL,LOCK-	N/A	\$ -
PICKUP, CHEVY 1996, S10	1GCCS1440S8260073	\$ 10,870.28
2005 IMPALA SEDAN; POLICE PKG 3.8L V6	2G1WF55KX59350239	\$ 17,797.25
POLICE INTERCEPTOR, 2004 FORD CROWN VICTORIA	2FAFP71W94X127439	\$ 19,870.00
PICKUP, 2000 FORD F250 S/DUTY; 7.3L DIESEL, S/CAB	1FTNF20F01EA29989	\$ 35,709.26
VAN, CARGO, 3/4 TON,	1GTEG25H6SF544756	\$ 14,526.00
2002 FORD EXPLORER, 4-DOOR (ALTERNATIVE FUEL)	1FMZU72K22ZC52264	\$ 23,463.57
2001 FORD EXPLORER 4-DOOR V6; 4X4	1FMZU72E92ZB01187	\$ 25,323.22
2001 FORD EXPLORER 4-DOOR V6; 4X4	1FMZU72E32ZA64153	\$ 25,323.22
2001 FORD EXPLORER 4-DOOR V6; 4X4	1FMZU72E02ZB01188	\$ 25,323.22
2001 FORD P/U 3/4 TON	2FTPF17Z41CA81294	\$ 20,973.00
2002 FORD P/U,BI-FUELED	2FTPF17Z32CA19208	\$ 20,973.00
2008 FORD POLICE INTERCEPTOR, FULL SIZE	2FAFP71V48X158465	\$ 23,788.32
SHREDDER, 2615 BUSH HOG	1231111	\$ 10,490.00
ROTARY CUTTER, 15FT BATWING, BUSH HOG	1231110	\$ 15,474.00
SHREDDER, 2615 BUSH HOG	1233043	\$ 10,490.00
SHREDDER, 2615 BUSH HOG	1233053	\$ 10,490.00
ROTARY CUTTER, 15 FT BATWING #2615L-12	1225642	\$ 9,369.50
ROTARY CUTTER, 15 FT BATWING #2615L-12	1228315	\$ 9,369.50
SHREDDER, 2615L-12 BUSH HOG	1232293	\$ 9,500.00
MOWER, TORO GROUNDSMASTER 4500-D #30856	250000332	\$ 43,052.00
ATHLETIC FIELD MAINTAINERMACHINE (STRIPER) KROMER	494	\$ 14,467.00
ATHLETIC FIELD MAINTAINERMACHINE (STRIPER) KROMER	492	\$ 14,467.00
MOWER, TORO "Z" 557 SERIES #74246	250001426	\$ 8,993.00
MOWER, TORO "Z" 500 #74239	250000620	\$ 7,986.00

TRACTOR, W/FRONT END LOADER	LV4300H431467	\$ 16,639.44
SKID-STEER LOADER, PNEUMATIC-TIRED NEW HOLLAND	65298	\$ 25,000.00
PERSONNEL CARRIER, MULE 3000, AZTEC RED KAWASAKI	JK1AFCG103B505980	\$ 6,480.00
2001 FORD EXPLORER 4-DOOR V6; 4X4	1FMZU72E52ZB01185	\$ 25,323.22
MOWER, RIDING, 50" CUT, GRASS HOPPER 321D	5615040	\$ 7,940.85
POLICE INTERCEPTOR, 2004 FORD CROWN VICTORIA	2FAFP71W84X167592	\$ 19,870.00
EXTENDED CAB 1/2 TON PICKUP, FORD 2000	1FTZX1726YNC23920	\$ 17,632.00
FOUR DOOR SEDAN, FULL SIZE, REAR WHEEL DRIVE	2FAFP71W31X178916	\$ 20,220.00
ROUGH TERRAIN FORKLIFT	451169	\$ 31,432.00
ROLLER, VIBRATORY, DUAL DRUM, DYNAPAC, MDL# CC102	60110191	\$ 22,945.00

INS	DEP	DIV	P.O.	ASSET	LOC	STA	ACCT
\$ -	49	52	200187	52852	TCAUC2	A	8020
\$ -	49	52	211564	54573	TCAUC2	A	8020
\$ -	49	52	211564	54573	TCAUC2	A	8020
\$ -	49	52	200187	52943	TCAUC2	A	8020
\$ -	49	52	204076	52940	TCAUC2	A	8020
\$ -	49	52	223641	56857	TCAUC2	A	8020
\$ -	49	52	223641	56859	TCAUC2	A	8020
\$ -	49	52	228523	57358	TCAUC2	A	8020
\$ -	49	52	223649	57367	TCAUC2	A	8020
\$ -	49	52	136077	45526	TCAUC2	A	8020
\$ -	18	0	18929	8796	TCAUC2	A	8020
\$ -	49	52	138584	45806	TCAUC2	A	8020
\$ -	49	52	162099	48086	TCAUC2	A	8020
\$ -	49	52	236159	59743	TCAUC2	A	8020
\$ -	49	52	248903	63741	TCAUC2	A	8020
\$ -	49	52	278445	70393	TCAUC2	A	8020
\$ -	49	52	326771	79476	TCAUC2	A	8020
\$ -	49	52	385182	88351	TCAUC2	A	8020
\$ -	49	52		61135	TCAUC2	A	8020
\$ -	49	52	407469	90980	TCAUC2	A	8020
\$ -	45	13	215145	54947	TCAUC2	A	8020
\$ 670.00	49	52	101517	33881	TCAUC2	A	8021
\$ -	49	52	70973	33881	TCAUC2	A	8020
\$ -	35	1	304328	73986	TCAUC2	A	8020
\$ -	49	52	278445	71407	TCAUC2	A	8020
\$ -	58	24	189125	51480	TCAUC2	A	8020
\$ -	57	70	76520	32323	TCAUC2	A	8020
\$ -	49	52	228523	57710	TCAUC2	A	8020
\$ -	49	52	204076	53231	TCAUC2	A	8020
\$ -	49	52	204076	52941	TCAUC2	A	8020
\$ -	49	52	204076	53230	TCAUC2	A	8020
\$ -	49	52	202707	53180	TCAUC2	A	8020
\$ -	49	52	212848	56128	TCAUC2	A	8020
\$ -	49	52	385182	88332	TCAUC2	A	8020
\$ -	49	41	310660	74691	TCAUC2	A	8043
\$ -	49	41	290912	74015	TCAUC2	A	8043
\$ -	49	41	310660	74692	TCAUC2	A	8043
\$ -	49	41	310660	74694	TCAUC2	A	8043
\$ -	49	41	269211	85950	TCAUC2	A	8043
\$ -	49	1	269211	85949	TCAUC2	A	8043
\$ -	49	41	317381	76385	TCAUC2	A	8043
\$ -	49	45	309890	74834	TCAUC2	A	8043
\$ -	49	51	324353	77457	TCAUC2	A	8041
\$ -	49	51	324353	77456	TCAUC2	A	8041
\$ -	49	51	309890	74448	TCAUC2	A	8043
\$ -	49	51	309890	74445	TCAUC2	A	8043

\$ -	49	45	213916	53264	TCAUC2	A	8043
\$ -	49	51	130134	42193	TCAUC2	A	8061
\$ -	49	51	251360	63227	TCAUC2	A	8043
\$ -	49	52	204076	53222	TCAUC2	A	8020
\$ -	14	15	330565	78327	TCAUC2	A	8043
\$ -	49	52	278445	71388	TCAUC2	A	8020
\$ -	49	52	185111	50065	TCAUC2	A	8020
\$ -	49	52	200187	52839	TCAUC2	A	8020
\$ -	14	1	45138	28797	TCAUC2	A	8061
\$ -	49	51	34987	9578	TCAUC2	A	8061



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1 to Contract No. PS110121JT, Encotech Engineering Consultants, Inc. for MEP Design Services - Travis County Correctional Complex.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The Mechanical, Electrical and Plumbing (MEP) design services project is a professional services contract with Encotech Engineering Consultants, Inc. for the design of boiler replacement at the Travis County Correctional Complex (TCCC), building 130.
- The Sheriff's Office is requesting approval of Change Order number one (1), for MEP design services for boiler replacement for TCCC buildings 106 and 120. Encotech is currently performing similar design services under this contract for Building 130. This Change Order will be adding the design services for boilers at two additional TCCC buildings (106 and 120), and will increase the contract by \$25,850.00 from \$25,375.00 to \$51,225.00.
- **Contract Expenditures:** Within the last 12 months \$14,264.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$25,375.00
 - Contract Type: Professional Service Agreement
 - Contract Period: Through Completion

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Modification Information:**

Modification Amount: \$25,850.00

Modification Type: Professional Service Agreement

Modification Period: Through Completion

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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.: 548732

Funding Account(s): 001-3735-824-5004

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Patrick Strittmatter, Purchasing Agent Asst.
FROM: Mike Herman, TCSO Building Maintenance Supervisor
DATE: January 24, 2012
SUBJECT: Request to modify PSA contract PS110121JT

Attached are the proposals for Mechanical, Electrical, and Plumbing Professional Engineering services from Encotech. For the Capital projects of the HSB Hydronic Boiler Replacement and the Honors Boiler / Hot Water Return Loop

It is requested that the existing contract for Professional Engineering services PS110121JT be modified to include the engineering for the Capital projects of the HSB Hydronic Boiler Replacement and the Honors Boiler / Hot Water Return Loop. TCSO Maintenance would like to bundle these similar requests together.

Encotech engineering just performed a similar job for maintenance at building 130. Encotech engineering is the TCCC Maintenance Section's recommendation due to their experience performing a similar previous job and their familiarity with the TCCC.

Travis County Sheriff's Office fiscal will load the requisitions in HTE.

The amounts are as follows:

HSB Hydronic Boiler Replacement \$ 12,600.00
Honors Boiler / Hot Water Return Loop \$ 13,250.00
Total \$25,850.00

Project: HSB Hydronic Boiler Replacement and the Honors Boiler / Hot Water Return Loop.

Capital line number: 001-3735-824.50-04.

TCSO Requisition Request: 5449

TCSO Requisition: TBD

ATTACHMENT: 2 proposals from Econtech.

COPY TO: TCSO Fiscal Office
File



Safety, Integrity, Tradition of Service

MODIFICATION OF CONTRACT NUMBER: PS110121JT Professional MEP Engineering Services PAGE 1 OF 11 PAGES

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 6, 2012
ISSUED TO: Encotech Engineering Consultants, Inc. Attn: Ali R. Khataw 8500 Bluffstone Cove, Ste. B-103 Austin, Texas 78759-7811	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: March 30, 2011

ORIGINAL CONTRACT TERM DATES: April 7, 2011 – Through CompletionCURRENT CONTRACT TERM DATES: April 7, 2011 – Through Completion**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$25,375.00Current Modified Amount \$51,225.00**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

- A. Reference Exhibit I, Section 1, "Compensation for Basic Services." The Not-to-Exceed (NTE) fee is changed from \$25,125.00, to \$50,475.00, an increase of \$25,350.00.
- B. Reference Exhibit I, Section 1, Paragraph 1.1.1 Additional MEP services are required for the design of two additional (Building 120 and Building 106) replacement boilers. The boiler replacement design services will be separated by building and the following lines added to the contract, as is outlined in the attached Scope(s) of Services for each building:
- Building 120, (to be designed first, Attachment 1)
- (iv) Building 120 Design Phase Services \$10,400.00
- (v) Building 120 Construction Phase Services \$2,600.00
- Building 106, (to be designed second, Attachment 2)
- (vi) Building 106 Design Phase Services \$9,750.00
- (vii) Building 106 Construction Phase Services \$2,600.00
- C. Reference Exhibit 1, Section 4, Reimbursable Total Not-to-Exceed amount is changed from \$250.00 to \$750.00, an increase of \$500.00
- D. Reference Exhibit 1, Section 5, Total Agreement Sum, is changed from an NTE amount of **\$25,375.00** (\$25,125.00 Basic Services, and NTE \$250.00 Reimbursable Expenses) to **\$51,225.00** (\$50,475.00 Basic Services, and NTE \$750.00 Reimbursable Expenses), an increase of **\$25,850.00**.

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.

Note to Vendor:

[XXX] 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: <u>Encotech Engineering Consultants, Inc.</u>	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Ali R. Khataw, P.E.</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President & CEO</u> ITS DULY AUTHORIZED AGENT	DATE: 02/08/2012
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



January 10, 2012

Mr. Lee Perry
Purchasing Agent Asst. IV
Travis County Purchasing Office
700 Lavaca, Suite 800
Austin, Texas 78701

P: (512) 854-9724
F: (512) 854-9185
E: Lee.Perry@co.travis.tx.us

Re: **TRAVIS COUNTY CORRECTIONAL COMPLEX (TCCC) BUILDING 120 WATER HEATER REPLACEMENT**
Professional Mechanical, Electrical & Plumbing (MEP) Engineering Services
Contract No. _____

Mr. Perry,

Thank you for this opportunity to offer our proposal for services on this Travis County improvement project. Encotech Engineering Consultants is providing this proposal for the TCCC Building 120 domestic water heater replacement.

Based on the Scope provided by Travis County, Encotech understands that the existing domestic water heater has completely failed and is very fuel inefficient. Travis County wishes to replace this water heater with a more energy efficient and reliable type, specifically with two small boilers and a storage tank. In addition, the manual mixing valve will be replaced with an electronic mixing valve, in a more accessible location.

I. SCOPE:

The scope of this project is to provide MEP Engineering Services to upgrade the domestic water heater in Building 120:

1. Initial Meeting to gather project data, verify project scope and get equipment preferences.
2. Provide sizing of boilers of manufacturer preferred for standardization by TCSO to replace the existing domestic water heater.
 - a. Design shall be based on Lochinvar Sync Condensing boiler with Smart Touch technology.
3. Provide sizing and design piping, boiler circulating pumps, storage tank, venting and electrical accessories as needed.
4. Provide Electrical plans and schematics indicating electrical connections and specifications.
 - a. Provide electrical distribution upgrade as necessary to allow for new boiler.
 - b. Electrical Specifications.
5. Provide Mechanical and Plumbing plans showing location of new equipment and routing of all new piping and venting.
 - a. Plumbing:
 - i. Provide plumbing details as necessary for the replacement of the boiler.
 - ii. Provide details for the replacement of the existing thermostatic mixing valve with properly sized Armstrong DRV80 digital mixing valve system with a Brain Scan Network Adapter.

- b. Mechanical:
 - i. Revise piping for the installation of the mixing valve.
 - ii. Revise piping for the installation of the new boilers.
 - iii. Revise or new vent piping for the boilers.
 - iv. Provide insulation on piping systems as required.
 - v. Provide for a means of bypassing the mixing valve system.
 - vi. Provide Piping and venting details.
 - vii. Mechanical Specifications.
- 6. 50% and 100% Design Submissions.
 - a. Attend Design Review meetings (2 Meetings).
 - b. Submissions are due 3 days prior to the Design Review Meeting.
- 7. Provide Opinion of Probable Cost at 50%, and 100% Design Submissions.
- 8. Provide two (2) hard copies of MEP Construction Documents bearing an original signed, dated Engineering seal and ready for bids.
- 9. Provide one (1) electronic copy of all linework changing or adding to TCSO provided AutoCAD backgrounds.

BASIC SERVICES:

Encotech shall provide the following Basic Services:

- 1. Coordinating with the Owner to determine project requirements.
- 2. Perform necessary engineering design and produce HVAC, Electrical and Plumbing design construction documents.
- 3. Electrical Design shall include:
 - a. Circuit design for boiler and associated recirculation pumps.
 - b. Load analysis, distribution panels and wire sizing.
 - c. Electrical details as necessary.
- 4. Plumbing Design shall include:
 - a. Gas piping load analysis, sizing, layout and riser diagrams.
 - b. Condensate piping design.
 - c. Plumbing details as necessary.
- 5. HVAC Design shall include:
 - a. Design of combustion air supply and flue exhaust.
 - b. HVAC details as necessary.

II. ASSUMPTIONS AND CONDITIONS:

The scope of services presented herein and associated estimated budgets are based upon Encotech's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, Encotech wishes to inform Travis County that this proposal is based on the following assumptions and conditions:

- 1. TCSO will provide AutoCAD backgrounds. Encotech will be required to provide as-built drawings of all internal equipment(related to the Boiler only).
- 2. Encotech will provide the Project Manager a Performance Schedule at the beginning of each phase.
- 3. Encotech will use all applicable codes in performing the Basic Services.
- 4. Travis County shall be responsible for detection and abatement of all hazardous Materials including asbestos and lead paint.

5. Bid Phase will commence within one (1) month after submission of completed drawings.
6. Fee shall be revised if the scope of work is increased.
7. Construction Phase time frame has been estimated as four (4) weeks from the Pre-Construction meeting. If the project extends beyond four (4) weeks then Additional Construction Phase Services fees shall be authorized for Encotech to attend the weekly meetings.
8. Travis County shall be responsible for all front end specifications. Encotech shall be responsible for HVAC, Plumbing and Electrical Specifications
9. The number of new boiler units shall be dependent on availability of space and layout restrictions.
10. We are assuming that no roofing work is required at this stage. In case we cannot utilize the existing flue penetrations in the roof then we may need to add a roofing and/or structural consultant to our Team. The Roofing and Structural work shall be conducted as Additional Services and are presently excluded from our scope of work.

III. PERMITTING:

This proposal assumes that all permitting services will be provided by other consultants.

IV. LIMITED CONSTRUCTION PHASE SERVICES:

1. Attend Pre-Bid Meeting.
2. Attend Pre-construction meeting.
3. Review shop drawings and submittals as requested by the Owner.
4. Respond to RFI's.
5. Two construction site visits and provide written reports to the Client as requested. Reports shall list items observed which are not in compliance with the Contract Documents. Site visits will not be continuous and/or exhaustive. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews.

V. FEE:

The fee to provide the anticipated services outlined above shall be the 'Lump Sum' figures of:

DESIGN PHASE SERVICES	\$10,400.00
<i>Based on Estimate of 80 Hours @ Rate of \$130.00 (Average Billing Rate)</i>	
CONSTRUCTION PHASE SERVICES	\$ 2,600.00
<i>Based on Estimate of 20 Hours @ Rate of \$130.00 (Average Billing Rate)</i>	
REIMBURSABLE BUDGET	\$ 250.00
TOTAL	\$13,250.00

VI. REIMBURSABLE:

Reimbursable expenses are defined as follows and shall be invoiced at direct cost unless specifically stated otherwise in the rules governing the Prime Agreement with Travis County.

1. Reproductions, renderings and plotting of drawings, specifications and other documents.
2. Expedited shipping, mailing, courier expenses
3. Review and Permitting Fees

VII. EXCLUSIONS:

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Any testing associated with the existing and new mechanical, electrical and plumbing systems.
2. Heat Load/ Energy analysis of the Building.
3. Increase in square-footage of the building/boiler room.
4. Water pumping system for the building and/or repairs to the existing pumping infrastructure.
5. Verification of any piping outside the Boiler Room.
6. Electrical Panel upgrade. (The new equipment should be able to use the existing circuits – We will verify that.)
7. Structural Design Services.
8. Architectural Design including flashing details.

9. As-Built Drawings.
10. Value Engineering Services.
11. Commissioning Services.
12. Energy Modeling.
13. Environmental Review, Recommendations and/or Design.
14. Structural, Recommendations Design and/or Structural loading capacity verifications.
15. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. Encotech will provide performance specifications only.
16. Design of Sand Traps, Septic Systems, Lift Stations, UPS systems, Generator Systems, Computer Network Systems, Security and CCTV Systems shall be considered as additional services. Encotech will coordinate power to such systems if load information is provided in advance by Owner/Client.
17. Civil Engineer shall design all site utilities. Encotech's plumbing scope shall be limited to the building interior only.
18. Testing and Inspections; a qualified testing and inspection firm shall conduct all inspections.
19. Site Visits and CA services shall be limited as indicated in the proposal, Section IV: Limited Construction Phase Services.
20. Permitting.
21. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.

VIII. ADDITIONAL SERVICES:

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by Encotech. Therefore, such engineering work will be performed as Additional Services.

Encotech will perform Additional Services only with prior written approval/agreement from Travis County. Such work may include but not limited to:

1. Meetings/Site Visits in addition to those indicated in the proposal shall be performed on an hourly basis as Additional Services.
2. Services due to redesign and/or revisions after the issuance of the Final Construction Set of documents will be considered Additional Services and shall be conducted on an hourly basis.
3. Changes and/or increase in Project Scope or Scope of Engineering Services resulting from project assumptions as defined in the proposal which prove to be incorrect shall be performed as Additional Services.
4. Roofing and/or Structural Consultant.

HOURLY RATES

All Additional Services shall be conducted on an hourly rate basis as outlined below:

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal.....	\$ 188.00
Project Engineer III /Project Manager III.....	\$ 159.00
Project Engineer II /Project Manager II.....	\$ 142.00
Project Engineer I.....	\$ 135.00
Project Manager I.....	\$ 125.00
Graduate Engineer II.....	\$ 101.00
Graduate Engineer I.....	\$ 95.00
CAD Technician II.....	\$ 87.00
CAD Technician I.....	\$ 75.00
Administrative.....	\$ 57.00

IX. OWNER PROVIDED SERVICES:

1. Electronic backgrounds shall be provided to Encotech in Autocad 2008/2009 (DWG) format or DXF format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include Architects Title Block and its required fonts, SHX format and all required logos.
2. Mechanical and Electrical requirements of all building equipment, such as wattage, GPM, amps, voltage and BTU's for Owner provided equipment and for equipment not researched by Encotech.
3. Owner shall be responsible for final printing and distribution of Plans.

X. INSURANCE REQUIREMENTS:

During the life of this Agreement, Encotech agrees to provide and maintain all requirements stated in Exhibit 5 of the Prime Agreement with Travis County.

XI. TERMS AND CONDITIONS:

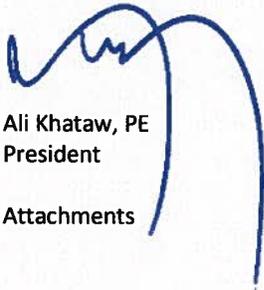
The Travis County Prime Agreement Terms and Conditions shall prevail.

XII. RESPONSIBILITY OF OTHERS:

In accordance with accepted professional practice it is the responsibility of Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

Please call us if you have any questions. Thank You for giving us the opportunity to render our services to Travis County.

Sincerely,



Ali Khataw, PE
President

Attachments

Agreed To:

(Please Print Name, Title & Sign)

Date: _____

ENCOTECH

ENGINEERING CONSULTANTS

January 11, 2012

Mr. Lee Perry
Purchasing Agent Asst. IV
Travis County Purchasing Office
700 Lavaca, Suite 800
Austin, Texas 78701

P: (512) 854-9724
F: (512) 854-9185
E: Lee.Perry@co.travis.tx.us

Re: **TRAVIS COUNTY CORRECTIONAL COMPLEX (TCCC) BUILDING 106 HYDRONIC BOILER REPLACEMENT**
Professional Mechanical, Electrical & Plumbing (MEP) Engineering Services
Contract No. _____

Mr. Perry,

Thank you for this opportunity to offer our proposal for services on this Travis County improvement project. Encotech Engineering Consultants is providing this proposal for the TCCC Building 106 Hydronic Boiler replacement.

Based on the Scope provided by Travis County, Encotech understands that the existing hydronic boiler in Building 106 has a number of leaks and is fuel inefficient. Travis County wishes to replace this boiler with a more energy efficient and reliable type. Travis County will accept either one or two boilers to replace the existing boiler, but prefers to have two units, if permitted within the available construction funding.

I. SCOPE:

The scope of this project is to provide MEP Engineering Services to upgrade the Hydronic Boiler in Building 106:

1. Attend Kick-Off Meeting to gather project data, verify project scope and get equipment preferences.
2. Provide sizing of boilers of manufacturer preferred for standardization by TCSO to replace the existing boiler.
 - a. Design shall be based on Lochinvar Sync Condensing boiler with Smart Touch technology.
3. Provide sizing and design piping, boiler circulating pumps, venting and electrical accessories as needed.
4. Provide Mechanical plans showing location of new equipment and routing of all new piping and venting.
 - a. Provide Piping and venting details.
 - b. Mechanical Specifications.
5. Provide Electrical plans and schematics indicating electrical connections.
 - a. Provide electrical distribution upgrade as necessary to allow for new boilers and N+1 redundancy.
 - b. Electrical Specifications.
6. 100% Design Development, 50% Construction Documents and 95% Construction Documents full-sized submissions.
 - a. Attend Design Review meetings (3 Meetings).

7. Provide two (2) full size sets of MEP 100% Construction Documents bearing an original signed, dated Engineering seal and ready for bids.
8. Provide one (1) electronic copy of all linework changing or adding to TCSO provided AutoCAD backgrounds.
9. Provide Opinion of Probable Cost at 100% Design Development, 50% Construction Documents and 95% Construction Documents Design Submissions.

BASIC SERVICES:

Encotech shall provide the following Basic Services:

1. Coordinating with the Owner to determine project requirements.
2. Perform necessary engineering design and produce HVAC, Electrical and Plumbing design construction documents.
3. Electrical Design shall include:
 - a. Circuit design for boiler and associated recirculation pumps.
 - b. Load analysis, distribution panels and wire sizing.
 - c. Electrical details as necessary.
4. Mechanical Design shall include:
 - a. Design of combustion air supply and flue exhaust.
 - b. Design of water piping and pumps.
 - c. Sizing of boilers – TCSO has directed design team to match existing boiler output capacity.
 - d. HVAC details as necessary.
5. Plumbing Design shall include:
 - a. Gas piping load analysis, sizing, layout and riser diagrams.
 - b. Condensate piping design.
 - c. Performance specifications for Fire Protection Services.
 - d. Plumbing details as necessary.

II. ASSUMPTIONS AND CONDITIONS:

The scope of services presented herein and associated estimated budgets are based upon Encotech's understanding of the proposed development. Changes in the project that affect the underlying contract assumptions may impact the required professional service fee.

Accordingly, Encotech wishes to inform the Client and/or Owner that this proposal is based on the following assumptions and conditions:

1. TCSO will provide AutoCAD backgrounds. Encotech will be required to provide as-built drawings of all internal equipment (related to the Boiler only).
2. The new boiler(s) will operate on factory controls only, with Modbus installed for future connection to a control system. The other existing boiler will remain, to be energized manually as needed for backup or maintenance.
3. Encotech will provide the Project Manager a Performance Schedule at the beginning of each phase.
4. Encotech will use all applicable codes in performing the Basic Services.
5. Travis County shall be responsible for detection and abatement of all hazardous Materials including asbestos and lead paint.
6. Bid Phase will commence within one (1) month after submission of completed drawings.
7. Construction Phase time frame has been estimated as four (4) weeks from the Pre-Construction meeting. If the project extends beyond four (4) weeks then Additional Construction Phase Services fees shall be authorized for Encotech to attend the weekly meetings.
8. Travis County shall be responsible for all front end specifications. Encotech shall be responsible for HVAC, Plumbing and Electrical Specifications

9. The number of new boiler units shall be dependent on availability of space and layout restrictions and overall available funding.
10. We are assuming that no roofing work is required at this stage. In case we cannot utilize the existing flue penetrations in the roof then we may need to add a roofing and/or structural consultant to our Team. The Roofing and Structural work shall be conducted as Additional Services and are presently excluded from our scope of work.
11. Fee shall be revised if the scope of work is increased.

III. PERMITTING:

This proposal assumes that all permitting services will be provided by other consultants.

IV. LIMITED CONSTRUCTION PHASE SERVICES:

1. Attend Pre-Bid Meeting.
2. Attend Pre-construction meeting.
3. Review shop drawings and submittals as requested by the Owner.
4. Respond to RFI's.
5. Two construction site visits and provide written reports to the Client as requested. Reports shall list items observed which are not in compliance with the Contract Documents. Site visits will not be continuous and/or exhaustive. Site visits are not intended to be for generating contractor completion lists, but are for review of completed work to notify the Client against non-compliant work to the degree possible with limited reviews.

V. FEE:

The fee to provide the anticipated services outlined above shall be the 'Lump Sum' figures of:

DESIGN PHASE SERVICES	\$9,750.00
<i>Based on Estimate of 75 Hours @ Rate of \$130.00 (Average Billing Rate)</i>	
CONSTRUCTION PHASE SERVICES	\$2,600.00
<i>Based on Estimate of 20 Hours @ Rate of \$130.00 (Average Billing Rate)</i>	
REIMBURSABLE BUDGET	\$ 250.00
TOTAL	\$12,600.00

VI. REIMBURSABLE:

Reimbursable expenses are defined as follows and shall be invoiced at direct cost unless specifically stated otherwise in the rules governing the Prime Agreement with Travis County.

1. Reproductions, renderings and plotting of drawings, specifications and other documents.
2. Expedited shipping, mailing, courier expenses
3. Review and Permitting Fees

VII. EXCLUSIONS:

Services that are not provided for in this Agreement specifically include, but are not limited to:

1. Any testing associated with the existing and new mechanical, electrical and plumbing systems.
2. Heat Load/ Energy analysis of the Building.
3. Increase in square-footage of the building/boiler room.
4. Water pumping system for the building and/or repairs to the existing pumping infrastructure.
5. Verification of any piping outside the Boiler Room.
6. Electrical Panel upgrade. (The new equipment should be able to use the existing circuits – We will verify that.
7. Structural Design Services.
8. Architectural Design including flashing details.
9. As-Built Drawings.
10. Value Engineering Services.
11. Commissioning Services.
12. Energy Modeling.
13. Environmental Review, Recommendations and/or Design.

14. Structural, Recommendations Design and/or Structural loading capacity verifications.
15. Fire Sprinkler and Fire Alarm System Design are outside the scope of this proposal. Encotech will provide performance specifications only.
16. Design of Sand Traps, Septic Systems, Lift Stations, UPS systems, Generator Systems, Computer Network Systems, Security and CCTV Systems shall be considered as additional services. Encotech will coordinate power to such systems if load information is provided in advance by Travis County.
17. Civil Engineer shall design all site utilities. Encotech's plumbing scope shall be limited to the building interior only.
18. Testing and Inspections; a qualified testing and inspection firm shall conduct all inspections.
19. Site Visits and CA services shall be limited as indicated in the proposal, Section IV: Limited Construction Phase Services.
20. Permitting.
21. Other services or expenses which may become necessary for the completion of this project which are not reasonably anticipatable at this time.

VIII. ADDITIONAL SERVICES:

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by Encotech. Therefore, such engineering work will be performed as Additional Services.

Encotech will perform Additional Services only with prior written approval/agreement from Travis County. Such work may include but not limited to:

1. Meetings/Site Visits in addition to those indicated in the proposal.
2. Services due to redesign and/or revisions after the issuance of the Final Construction Set of documents.
3. Changes and/or increase in Project Scope or Scope of Engineering Services resulting from project assumptions as defined in the proposal which prove to be incorrect.
4. Roofing and/or Structural Consultant services.

HOURLY RATES

All Additional Services shall be conducted on an hourly rate basis as outlined below:

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Principal.....	\$ 188.00
Project Engineer III /Project Manager III.....	\$ 159.00
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Project Engineer I.....	\$ 135.00
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CAD Technician I.....	\$ 75.00
Administrative.....	\$ 57.00

IX. OWNER PROVIDED SERVICES:

1. Electronic backgrounds shall be provided to Encotech in AutoCAD 2008/2009 (DWG) format or DXF format. Backgrounds should be drawn in actual size and should not be scaled up or down. Backgrounds should include Architects Title Block and its required fonts, SHX format and all required logos.
2. Mechanical and Electrical requirements of all building equipment, such as wattage, GPM, amps, voltage and BTU's for Owner provided equipment and for equipment not researched by Encotech.
3. Owner shall be responsible for final printing and distribution of Plans.

X. INSURANCE REQUIREMENTS:

During the life of this Agreement, Encotech agrees to provide and maintain all requirements stated in Exhibit 5 of the Prime Agreement with Travis County.

XI. TERMS AND CONDITIONS:

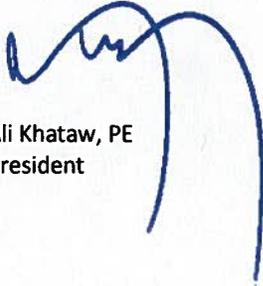
The Travis County Prime Agreement Terms and Conditions shall prevail.

XII. RESPONSIBILITY OF OTHERS:

In accordance with accepted professional practice it is the responsibility of Owner to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site/building that are beyond the scope of the professional engineering services described in this document. Certain unusual or unforeseeable conditions may materially alter the scope of the project in a manner not provided for in this contract.

Please call us if you have any questions. Thank You for giving us the opportunity to render our services to Travis County.

Sincerely,



Ali Khataw, PE
President

Agreed To:

~~_____~~
(Please Print Name, Title & Sign)

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1, an Assignment of Contract No. 12K00137JW from Hornsby Bend Utility Company, Inc., to Southwest Water Company for Plain View Waterline.

➤ **Purchasing Recommendation and Comments:**



- Travis County and Hornsby Bend Utility Company, Inc. (HBUC) entered into a contract on June 12, 2007 for the Plain View Estates subdivision to have the waterline extended and installed onto Clear View Drive(s). Travis County shared the costs, in an amount of \$115,000.00, in order for the entire subdivision to benefit from a planned expansion by HBUC. In addition to the construction of the expanded waterline, a \$400 per residence tap fee was established.
- Of 41 homes, approximately 20 have not been able to afford to pay this tap fee, and as a result, the Commissioners Court approved the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to be used in order to complete the waterline installations.
- This modification is for an Assignment of Contract from HBUC to Southwest Water Company. Southwest Water Company has no changes to make to this contract, rather, just a re-assignment of the exact contract that Travis County had with HBUC.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: \$115,000.00

Contract Type: Construction

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount:

Modification Type: Assignment of Contract

Modification Period: Through completion

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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: Assignment of contract – no funds involved with this modification.



TRANSPORTATION AND NATURAL RESOURCES

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

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

February 13, 2012

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent
Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive, TNR/FM

SUBJECT: Award of Construction Services Contract

Home Rehabilitation: Plain View Estates Water Connections.
IFB No. B110291-JW
Contract No. 11K00291JW

Requested Agenda Item

TNR hereby requests that the Purchasing Office place the following item on the Commissions Court Agenda for a February 21, 2012 voting session:

Requested Motion: Consider and take appropriate action on the recommendation to modify contract number 12K00137JW, Plain View Waterline to re-assign all of right, title and interest in and to the Contract from HORNSBY BEND UTILITY COMPANY, INC. (HBUC), a corporation duly authorized and operating under the laws of the State of Texas, and SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas.

Summary and Recommendations

Travis County and HBUC entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, on June 12, 2007. Travis County agreed to participate with HBUC in the installation and extension of the waterline onto Clear View Drive by paying \$115,000 of the costs so that the entire neighborhood could benefit from a planned expansion by HBUC through Plain View Drive. Additionally, the agreement establishes a \$400 per residence tap fee to make tapping into the waterline affordable by the existing 41 homes. Approximately 20 of the existing residences have not been able to afford to pay the tap fee and install the service lines to their homes resulting in the Commissioners Court's approval of the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to complete the installation. By this agreement, Travis County and Hornsby Bend Utility Company, Inc., assign all of its right, title and interest in Contract Number

12K00137JW, Plain View Waterline to Southwest Water Company. This action will reduce the cost of the fees charged to the County to connect the 20 homes by over \$1,100. TNR recommends that Travis County re-assigns this contract.

If you have any questions or require additional information please contact Lee Turner at 854.7598.

Attachments:

Project Location Map
Agreement Regarding Plain View Waterline
Assignment of Contract
Modification of Contract

CC Jessica Rio, Planning and Budget Office
Sean O'Neal, County Auditor's Office
Christy Moffett, Health & Human Services
Jason Walker, Purchasing
Steve Sun, TNR
Lee Turner, TNR
Donna Williams-Jones, TNR

TRANSPORTATION AND NATURAL RESOURCES

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



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

February 10, 2012

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent
Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive, TNR/FM *Carol B. Jorgensen*

SUBJECT: **MODIFICATION OF AGREEMENT REGARDING PLAIN VIEW WATERLINE
CONTRACT NUMBER 12K00137JW**

Requested Agenda Item

TNR hereby requests that the Purchasing Department place the following item on the Commissions Court Agenda for a February 21, 2012 voting session:

Requested Motion: Consider and take appropriate action on the recommendation to modify contract number 12K00137JW, Plain View Waterline to re-assign all of right, title and interest in and to the Contract from HORNSBY BEND UTILITY COMPANY, INC. (HBUC), a corporation duly authorized and operating under the laws of the State of Texas, to SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas.

Summary and Recommendations

Travis County and Hornsby Bend Utility Co. entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, on June 12, 2007. Travis County agreed to participate with HBUC in the installation and extension of the waterline onto Clear View Drive by paying \$115,000 of the costs so that the entire neighborhood could benefit from a planned expansion by HBUC through Plain View Drive. Additionally, the agreement establishes a \$400 per residence tap fee to make tapping into the waterline affordable by the existing 41 homes. Approximately 20 of the existing residences have not been able to afford to pay the tap fee and install the service lines to their homes resulting in the Commissioners Court's approval of the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to complete the installation.

By this agreement, Travis County and Hornsby Bend Utility Company, Inc., assign all of its right, title and interest in Contract Number 12K00137JW, Plain View Waterline to Southwest Water Company. This action will reduce the cost of the fees charged to the County to connect the 20 homes by over \$1,100 per house. TNR recommends that Travis County re-assigns this contract.

If you have any questions or require additional information please contact Lee Turner at 854.7598.

Attachments:

Modification of Contract
Assignment of Contract
Agreement Regarding Plain View Waterline
Project Location Map

CC Jessica Rio, Planning and Budget Office
Sean O'Neal, County Auditor's Office
Christy Moffett, Health & Human Services
Jason Walker, Purchasing
Steve Sun, TNR
Lee Turner, TNR
Donna Williams-Jones, TNR

MODIFICATION OF CONTRACT NUMBER: 12K00137JW, PLAIN VIEW

WATERLINE

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 3, 2012
ISSUED TO: Hornsby Bend Utility Company, Inc. P.O. Box 650784 Dallas, TX 75265	MODIFICATION NO.: <p style="text-align: center;">1</p>	EXECUTED DATE OF ORIGINAL CONTRACT: June 12, 2007

ORIGINAL CONTRACT TERM DATES: 6/12/07 – through project completion CURRENT CONTRACT TERM DATES: 6/12/11 – through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$115,000.00 Current Modified Amount \$115,000.00.

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.

1.) Pursuant to the attached Assignment of Contract, Attachment 1, the Contractor's name on Contract No. 12K00137JW is changed as follows:

From: Hornsby Bend Utility Company, Inc.
 P.O. Box 650784
 Dallas, TX 75265

To: Southwest Water Company
 12535 Reed Rd.
 Sugar Land, TX 77478

 Signature

 Signature

 Printed Name

 Printed Name

DRAFT

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: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
TRAVIS COUNTY, TEXAS BY:  CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____



ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are HORNSBY BEND UTILITY COMPANY, INC., a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and HORNSBY BEND UTILITY COMPANY, INC. entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, (Contract No.12K00137JW) on June 12, 2007 which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract as of _____ (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract.

ASSIGNOR:

HORNSBY BEND UTILITY COMPANY, INC.

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

ASSIGNEE:

SOUTHWEST WATER COMPANY

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

Travis County consents to this assignment of the Contract from HORNSBY BEND UTILITY COMPANY, INC. to SOUTHWEST WATER COMPANY

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Nancy Barchus, 512-854-9764

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO CONTRACT NO. 10T00080NB, ALLSTATES COATINGS COMPANY, FOR TRAFFIC PAINT.

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

Modification No. 3 will increase the price of white and yellow traffic paint on 55 gallon drums and 5 gallon pails. Industry wide cost increases for paint chemicals, raw materials and freight charges have forced Allstates Coatings Company to request an increase in their prices.

Modification No. 2, approved by the Purchasing Agent extended the contract an additional (12) months through April 11, 2013.

Modification No. 1, approved by the Purchasing Agent added 5 gallon buckets of white and yellow traffic paint to the original contract and extended the contract an additional (12) months through April 11, 2012.

Ø **Contract Expenditures:** Within the last 12 months \$164,532.50 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: N/A

Modification Type: Price Increase

Modification Period: February 21, 2012 through April 11, 2013

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): 099-4941-621-3014
- Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
February 9, 2012 2:38:56 PM CST	5128544697	52	1	Received

5128544697

TRAVIS COUNTY TNR

02:56:50 p.m.

02-09-2012

1 / 1



**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4897

February 9, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. [Signature]
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Contract Modification 10T00080NB
Traffic Paint, Allstates Coatings Company

TNR recommends that the above mentioned contract be modified to increase the price of paint to \$577.50 per 55-gallon drum. The price per 5 gallon pail of paint will increase to \$54.50 if purchased with a 55 gallon drum and to \$55.75 if purchased separately. Based on documentation received from the contract vendor, raw material and freight costs have increased significantly. The estimated effect is a \$1000 increase per year.

The commodity/sub-commodity code for Traffic Paint is 630/066. The budget line item is 099-4941-621-3014.

If you need additional information, please contact Christina Jensen at 854-7670.

[Signature] CJ:SMM:cj

MODIFICATION OF CONTRACT NUMBER: 10T00080NB-1 Traffic Paint

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 700 LAVACA SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Nancy Barchus TEL. NO: (512) 854-9764 FAX NO: (512) 854-4211	DATE PREPARED: February 1, 2012
ISSUED TO: Allstates Coatings Co. Attn: Tracey Charlson 100 N. Lee Dr. Gladewater, TX 75647	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: February 23, 2010

ORIGINAL CONTRACT TERM DATES: April 12, 2011 through April 11, 2012 CURRENT CONTRACT TERM DATES: April 12, 2012 through April 11, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: _____ Current Modified Amount: _____

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.

As per Generals Provisions, paragraph 35, Price Changes, effective upon approval of the Travis County Purchasing Agent, unit prices are increased as follows:

Item Response Form:

Item 1. Traffic Paint Yellow is changed from \$472.45 to \$577.50 per 55 gallon drum.

Item 2. Traffic Paint White is changed from \$466.95 to \$577.50 per 55 gallon drum.

Modification No.1 items are increased:

5 Gallon White Traffic Paint if ordered with 55 Gallon Drum is changed from \$44.95 to \$54.50 per pail

5 Gallon White Traffic Paint if purchased separately is changed from \$46.20 to \$55.75 per pail.

5 Gallon Yellow Traffic Paint if ordered with 55 Gallon Drum is changed from \$44.95 to \$54.50 per pail

5 Gallon Yellow Traffic Paint if purchased separately is changed from \$46.20 to \$55.75 per pail.

Note to Vendor:

[X] 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: <u>Allstates Coatings Company</u>	<input checked="" type="checkbox"/> DBA
BY: <u>Tracey A. Charlson</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Tracey A. Charlson</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>President</u> ITS DULY AUTHORIZED AGENT	DATE: <u>2/16/12</u>
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Allstates Coatings Company

P. O. BOX 1633 • 100 LEE STREET • GLADEWATER, TEXAS 75647
903-845-6436 • 1-800-358-3020 • FAX: 903-845-5626

MANUFACTURERS OF PAVING MAINTENANCE PRODUCTS, SPECIALTY COATINGS AND PAINTS

February 3, 2012

Nancy Barchus, CPPB
Travis County Purchasing Office
PO Box 1748
700 Lavaca Street, Suite 800
Austin, TX 78701

Nancy,

Thank you for giving us the opportunity to submit for a price increase. As you can see in the attached invoices for titanium and DT-400/HD21a latex resin, our costs have risen significantly. Of course most of the minor raw materials increased as well. Freight for one load of paint (2750 gallons) has risen from \$715 to \$900 per load. Please note when looking at the invoices that the costs are based on a per pound rather than a gallon unit and as such do not translate to a one to one dollar increase in our costs. Our costs have risen by approximately \$2.21 per gallon for white and \$1.64 for yellow. As such, we respectfully ask for the following pricing:

Item Response Form:

- Item 1. Traffic Paint Yellow is changed from \$472.45 to \$577.50 per 55 gallon drum.
- Item 2. Traffic Paint White is changed from \$466.95 to \$577.50 per 55 gallon drum.

Modification No.1 items are increased:

- 5 Gallon White Traffic Paint if ordered with 55 Gallon Drum is changed from \$44.95 to \$54.50 per pail
- 5 Gallon White Traffic Paint if purchased separately is changed from \$46.20 to \$55.75 per pail.

- 5 Gallon Yellow Traffic Paint if ordered with 55 Gallon Drum is changed from \$44.95 to \$54.50 per pail
- 5 Gallon Yellow Traffic Paint if purchased separately is changed from \$46.20 to \$55.75 per pail.

Please let me know if you need additional information or have any questions.

Respectfully,

Mr. Tracey A. Charlson, CPA
President

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2012 FEB - 8 AM 10: 20

PI655I01

TRAVIS COUNTY
Account Balance Inquiry

2/09/12
14:54:32

Fiscal Year	:	2012
Account number	:	99-4941-621.30-14
Fund	:	099 ROAD & BRIDGE FUND
Department	:	49 TNR (TRANS & NATRL RESRC)
Division	:	41 ROAD & BRIDGE MAINTENANCE
Basic activity	:	62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity	:	1 TNR (TRANS & NATRL RESRC)
Element	:	30 OPERATG SUPPLIES,RP&E,NC
Object	:	14 PAINT,PAINTING EQ & SUPP

Budget	:	380,192
Encumbered amount	:	46,970.00
Pre-encumbered amount	:	.00
Expenditures	:	46,970.00
Total expenditures	:	93,940.00
Balance	:	286,252.00

Press Enter to continue.

F3=Exit F12=Cancel



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN, AND THE CITY OF CEDAR PARK, FOR A PURCHASING COOPERATIVE PROGRAM.

Ø **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

This interlocal will allow Travis County, the City of Austin, and the City of Cedar Park to have access to all contracts of the other agencies, to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment, and will facilitate the ability to satisfy state laws requiring the agencies to seek competitive bids for the purchase of goods and services. Each agency agrees to extend contracts for shared use to the extent permitted by law.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

INTERLOCAL PURCHASE AGREEMENT
BETWEEN TRAVIS COUNTY, TEXAS, THE CITY OF AUSTIN, TEXAS
AND THE CITY OF CEDAR PARK, TEXAS

This Interlocal Purchase Agreement (the “Agreement”) is entered into between Travis County, Texas, the City of Austin, Texas and the City of Cedar Park, Texas, acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code (“Chapter 271”), for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Gov’t Code and Subchapter F of Chapter 271; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Gov’t Code; and

WHEREAS, Section 271.102 of the Texas Local Gov’t Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F of Chapter 271; and

WHEREAS, the Parties, acting by and through their respective governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1. The purpose of this Agreement is to establish a cooperative purchasing program between the Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

**ARTICLE II
TERM**

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

**ARTICLE III
TERMINATION**

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

**ARTICLE IV
PURCHASING**

4. Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F. The purchasing party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

**ARTICLE V
CURRENT REVENUE**

5. The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any

exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.

ARTICLE VI FISCAL FUNDING

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VII MISCELLANEOUS

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of all of the Parties.

7C. **Severability**: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. No agent, official, employee or representative of Travis County has the authority to amend or assign this Agreement unless expressly granted authority by the Travis County Commissioners Court.

7F. **Recitals**: The recitals to this Agreement are incorporated herein.

7G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying

laws and regulations regarding purchases.

7J. No Waiver of Rights: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement shall be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

EXECUTED this _____ day of _____, 2011.

TRAVIS COUNTY, TEXAS

By: _____

Name: Samuel T. Biscoe

Title: County Judge

Date Signed: _____

Address for Notice:

Cyd Grimes, C.P.M., CPPO

Travis County Purchasing Agent

P.O. Box 1748

Austin, Texas 78767

ATTEST:

FOR COUNTY, APPROVED AS TO FORM:

By: _____
County Attorney

EXECUTED this _____ day of _____, 2011.

CITY OF AUSTIN, TEXAS

By: _____

Name: Bryon E. Johnson, C.P.M.

Title: Purchasing Officer

Date Signed: _____

Address for Notice:

City of Austin, Texas Purchasing Office

P.O. Box 1088

Austin, TX 78767-8845

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney

EXECUTED this _____ day of _____, 2011.

CITY OF CEDAR PARK, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

ATTEST:

By: _____

City Secretary

FOR CITY, APPROVED AS TO FORM:

By: _____

City Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Lori Clyde/854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 10 to Contract No. MA080155LC, Future Com, Ltd., for IT Security Products, Support and Services.

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

The BEFIT project and the ITS Department recommends the immediate purchase of encryption security licenses, appliance and support from Future Com, LTD to expand the security program for the BEFIT environment. The ITS Department recommends this purchase to ensure that the county can continue to meet the needs of the Information Security Management Program and therefore meet its obligations under federal, state, and local regulations and policy for the protection of information generated and used by the County in its daily operations.

These encryption security products are part of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. We support the procurement of these products and believe that they are needed in order to secure the SAP application and data. The total cost of this purchase is \$75,325.00.

Ø **Contract Expenditures:** Within the last 12 months \$1,126,958.04 has been encumbered and \$1,088,163.79 spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: \$75,325.00

Modification Type: Additional Equipment

Modification Period: Beginning February 21, 2012

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 550889 & 551011

Funding Account(s): 001-0615-516-6099, 001-0615-516-3002, 001-0615-516-5002, 526-1245-523-3002, 526-1245-523-5002

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

TO: Cyd Grimes, Purchasing Agent DATE: Feb 2, 2012
FROM: Mike Wichern, Chief Assistant County Auditor and Joe Harlow, Chief Information Officer
SUBJECT: Procurement of encryption productions for Project BEFIT

Proposed Motion:

Approve the procurement of encryption security products from the vendor Future Com, Ltd for the BEFIT project.

Purpose:

The BEFIT project and the ITS Department recommends the immediate purchase of encryption security licenses, appliance and support from Future Com, LTD to expand the security program for the BEFIT environment. The ITS Department recommends this purchase to ensure that the county can continue to meet the needs of the Information Security Management Program and therefore meet its obligations under federal, state, and local regulations and policy for the protection of information generated and used by the County in its daily operations.

Budgetary and Fiscal Impact:

These encryption security products are part of the overall BEFIT project budget approved by Commissioners' Court on 12-7-2010. We support the procurement of these products and believe that they are needed in order to secure the SAP application and data.

The total impact of the purchase is \$75,325.00.

The individual line items are:

001-0615-516-6099	\$9,750.00
001-0615-516-3002	\$33,750.00
001-0615-516-5002	\$7,425.00
526-1245-523-3002	\$20,000.00
526-1245-523-5002	\$4,400.00

cc: Susan Spataro, County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Wichern, Chief Assistant County Auditor
Lori Clyde, Purchasing Agent
William Derryberry, Planning and Budget Office
Katie Gipson, Planning and Budget Office

OFFICE
PURCHASING
FEB -3 2012
RECEIVED

PURCHASE REQUISITION NBR: 0000550889

REQUISITION BY: MYRNA CREECY 854-6667

STATUS: READY FOR BUYER PROCESS
 REASON: PURCHASE OF VORMETRIC ENCRYPTION

DATE: 1/20/12

SHIP TO LOCATION: TRAVIS COUNTY - RUSK BLDG

SUGGESTED VENDOR: 58748 FUTURE COM LTD

DELIVER BY DATE: 1/27/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DATABASE ENCRYPTION EXPERT AGENT-WINDOWSPRODUCTION COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS	32.00	EA	750.0000	24000.00	VOR-A-SDB-P
2	DATABASE ENCRYPTION EXPERT AGENT - WINDOWS NON-PRODUCTION PART VOR-A-SDB-P COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: UTILITIES: BACKUP, VIRUS	26.00	EA	375.0000	9750.00	VOR-A-SDB-P
3	1 YR ANNUAL SUPPORT-PREMIUM 7X24 COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	7425.0000	7425.00	SS-PS0001
4	VORMETRIC PROFESSIONAL SERVICES 5 DAYS REMOTE SERVICES DAY-FULL DAY INCREMENTS COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	5.00	EA	1950.0000	9750.00	VOR-P-PRO-S
REQUISITION TOTAL:					50925.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	00106155163002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	BEFIT1	100.00	24000.00
2	00106155163002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	BEFIT FUNDING	100.00	9750.00
3	00106155165002	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS-DP	BEFIT FUNDING	100.00	7425.00
4	00106155166099	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	BEFIT FUNDING	100.00	9750.00
					50925.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

2/10/12

Fiscal Year 2012

Account Balance Inquiry

11:26:42

Account number . . . : 1-0615-516.30-02
Fund : 001 GENERAL FUND
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 6 COUNTY AUDITOR
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 02 SOFTWARE

Project Req'd

Original budget : 0
Revised budget : 52,953 01/18/2012
Actual expenditures - current . . : 799.00
Actual expenditures - ytd . . . : .00
Unposted expenditures : .00
Encumbered amount : 5,709.25
Unposted encumbrances : .00
Pre-encumbrance amount : 38,637.50
Total expenditures & encumbrances: 45,145.75 85.3%
Unencumbered balance : 7,807.25 14.7

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

GM200I13

TRAVIS COUNTY

2/10/12
11:26:45

Fiscal Year 2012

Account Balance Inquiry

Project Req'd

Account number : 1-0615-516.50-02
Fund : 001 GENERAL FUND
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 6 COUNTY AUDITOR
Element : 50 REPR & MTNC-SERVCS PURCHD
Object : 02 MAINTENANCE AGREEMENTS-DP

Original budget :	0	
Revised budget :	83,510	01/18/2012
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	71,885.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	10,020.21	
Total expenditures & encumbrances:	81,905.21	98.1%
Unencumbered balance :	1,604.79	1.9

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

GM200I13

TRAVIS COUNTY

2/10/12

Fiscal Year 2012

Account Balance Inquiry

11:26:47

Account number . . . : 1-0615-516.60-99
Fund : 001 GENERAL FUND
Department : 06 COUNTY AUDITOR
Division : 15 BEFIT
Activity basic : 51 GENERAL GOVERNMENT
Sub activity : 6 COUNTY AUDITOR
Element : 60 OTHER PURCHASED SERVICES
Object : 99 OTHER PURCHASED SERVICES

Project Req'd

Original budget : 0
Revised budget : 33,750 01/18/2012
Actual expenditures - current . . : .00
Actual expenditures - ytd . . . : 3,609.67
Unposted expenditures : .00
Encumbered amount : 19,750.00
Unposted encumbrances : .00
Pre-encumbrance amount : 9,750.00
Total expenditures & encumbrances: 33,109.67 98.1%
Unencumbered balance : 640.33 1.9

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

PURCHASE REQUISITION NBR: 0000551011

REQUISITION BY: SHERYL HOLDER 854-1922

STATUS: READY FOR BUYER PROCESS
REASON: ATTN: LORI DSM-VOREMETRIC

DATE: 1/23/12

SHIP TO LOCATION: TRAVIS COUNTY - ITS

SUGGESTED VENDOR: 58748 FUTURE COM LTD

DELIVER BY DATE: 1/23/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SOFTWARE, V4 DATA SECURITY MANAGER SERVER (SUPPORTS UP TO 25 AGENTS) COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMM: UTILITIES: BACKUP, VIRUS	1.00	EA	12500.0000	12500.00	CG-AP0040-S
2	SOFTWARE, SECURITY MANAGEMENT DOMAINS (ADD-ON FOR 25 AND 250 MODEL) *SPECIAL ONE-TIME SITE LICENSE FOR ENTERPRISE DOMAINS COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMM: UTILITIES: BACKUP, VIRUS	1.00	EA	7500.0000	7500.00	VOR-S-DMN-A
3	1 YR ANNUAL SUPPORT - PREMIUM COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMM: SOFTWARE MAINT/SUPPORT	1.00	EA	4400.0000	4400.00	SS-PS0001
REQUISITION TOTAL:					24400.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	52612455233002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	12500.00
2	52612455233002	OPERATG SUPPLIES,RP&E,NC SOFTWARE	100.00	7500.00
3	52612455235002	REPR & MTNC-SERVCS PURCH MAINTENANCE AGREEMENTS-DP	100.00	4400.00
				24400.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

GM200I13

TRAVIS COUNTY

2/10/12

Fiscal Year 2012

Account Balance Inquiry

12:18:37

Account number . . . : 526-1245-523.30-02
Fund : 526 EMPLOYEE HEALTH BENEFIT
Department : 12 INFORMATION & TELECOMMUNI
Division : 45 HIPAA Compliance
Activity basic : 52 GENERAL GOVERNMENT
Sub activity : 3 INFORMATION SYSTEMS MGMT
Element : 30 OPERATG SUPPLIES,RP&E,NC
Object : 02 SOFTWARE

Original budget :	0	
Revised budget :	43,995	01/24/2012
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	23,995.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	20,000.00	
Total expenditures & encumbrances:	43,995.00	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

GM200I13

TRAVIS COUNTY

2/10/12

Fiscal Year 2012

Account Balance Inquiry

12:18:40

Account number . . . : 526-1245-523.50-02
 Fund : 526 EMPLOYEE HEALTH BENEFIT
 Department : 12 INFORMATION & TELECOMMUNI
 Division : 45 HIPAA Compliance
 Activity basic : 52 GENERAL GOVERNMENT
 Sub activity : 3 INFORMATION SYSTEMS MGMT
 Element : 50 REPR & MTNC-SERVCS PURCH
 Object : 02 MAINTENANCE AGREEMENTS-DP

Original budget : 25,717
 Revised budget : 35,396 01/24/2012
 Actual expenditures - current . . : .00
 Actual expenditures - ytd : 5,278.90
 Unposted expenditures : .00
 Encumbered amount : .00
 Unposted encumbrances : .00
 Pre-encumbrance amount : 4,400.00
 Total expenditures & encumbrances: 9,678.90 27.3%
 Unencumbered balance : 25,717.10 72.7

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

MODIFICATION OF CONTRACT NUMBER: MA080155LC – IT SECURITY PRODUCTS, SUPPORT AND SERVICES PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 10, 2012
ISSUED TO: Future Com LTD 807 Forest Ridge Drive, Suite 105 Bedford, TX 76022 Attn: Misty Motley	MODIFICATION NO.: 10	EXECUTED DATE OF ORIGINAL CONTRACT: July 16, 2008
ORIGINAL CONTRACT TERM DATES: <u>July 16, 2008 – May 30, 2009</u>		CURRENT CONTRACT TERM DATES: <u>May 31, 2009 – May 30, 2012</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 197,832.04 Current Modified Amount: \$1,481,693.86.

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 above referenced contract is hereby modified to add additional equipment and support per the attached quote numbers 120111RP120653-1 and 120111RP120507-1. The total of this Modification is \$75,325.00.

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	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

SAP - BEFIT VOREMETRIC

A Quotation for		Quotation Information	
Contact Name:	David Stanton	Quote Number:	120111RP120653-1
Company Name:	Travis County	Quote Date:	1/11/2012
Address:	700 Lavaca	Payment Terms:	Net 30
City/St/Zip:	Austin TX 78701	Future Com Rep:	Misty Muniga
Phone #:	512-854-4024	Direct Phone:	817-510-1144
Email:	david.stanton@co.travis.tx.us	Email:	Misty.Muniga@fcltd.net
		Quote Expiration:	2/29/2012

Item	Qty	Part Number	Description	Unit Price	Extended
1	32	VOR-A-SDB-P	Database Encryption Expert Agent - Windows, Production	\$750.00	\$24,000.00
2	26	VOR-A-SDB-P	Database Encryption Expert Agent - Windows, Non-Production	\$375.00	\$9,750.00
3	1	SS-PS0001	1 Yr Annual Support - Premium - 7x24	\$7,425.00	\$7,425.00
4	5	VOR-P-PRO-S	Vormetric Professional Services - 5 days Remote Services Day - full day increments	\$1,950.00	\$9,750.00
Total:					\$50,925.00

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:

Fax: 817-510-1159
Email: orders@fcltd.net

Future Com, Ltd.
807 Forest Ridge Drive, Suite #105
Bedford, TX 76022
Toll Free: 888-710-5250

Purchase Order requirement:

- Terms subject to credit approval, 500 minimum amount, past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Terms
- Ship-to, Bill-to addresses, Phone #'s, Contact
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is \$35.00
- Restocking fee is 15%

Future Com is the national leader in security and network management solutions. Through forward thinking, we are our customer's best provider of products and services. We consistently exceed the expectations of our customers and our strategic partners. We are the best in the industry.

DSM - VOREMETRIC

A Quotation for		Quotation Information	
Contact Name:	Shannon Clyde	Quote Number:	120111RP120507-1
Company Name:	Travis County	Quote Date:	1/11/2012
Address:	910 Lavaca	Payment Terms:	Net 30
City/St/Zip:	Austin TX 78701	Future Com Rep:	Misty Muniga
Phone #:	512-854-7846	Direct Phone:	817-510-1144
Email:	shannon.clyde@co.travis.tx.us	Email:	Misty.Muniga@fcltd.net
		Quote Expiration:	2/29/2012

Item	Qty	Part Number	Description	Unit Price	Extended
1	1	CG-AP0040-S	V4 Data Security Manager Server - supports up to 25 Agents	\$12,500.00	\$12,500.00
2	1	VOR-S-DMN-A	Security Management Domains Add-on for 25 and 250 model * Special One-time Site License for Enterprise Domains	\$7,500.00	\$7,500.00
3	1	SS-PS0001	1 Yr Annual Support - Premium - 7x24	\$4,400.00	\$4,400.00
				Total:	\$24,400.00

Thank you for this opportunity to submit our quotation for your review. We hope to be favored by your order. Upon execution thereof, the order should be made out to Future Com and emailed or faxed to the following:

Fax: 817-510-1159
Email: orders@fcltd.net

Future Com, Ltd.
807 Forest Ridge Drive, Suite #105
Bedford, TX 76022
Toll Free: 888-710-5250

Purchase Order requirement:

- Terms subject to credit approval, 500 minimum amount, past due amounts accrue interest daily
- Quantity, Part #, Product, Price
- PO Number, PO Date, Terms
- Ship-to, Bill-to addresses, Phone #'s, Contact
- Signature of authorized agent (if place for signature)
- Applicable Sales Tax/Tax Exempt ID #
- Minimum shipping is \$35.00
- Restocking fee is 15%

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Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By: Daniel Perry **Phone #:** 263-9114

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Vagary Events for a bicycle road race at Pace Bend Park.

BACKGROUND/SUMMARY OF REQUEST:

Vagary Events is requesting the use of Pace Bend Park on February 26, 2012, to host a bike race (Pace Bend Road Race). Vagary Events is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for set-up and dismantling of any tents or other structures associated with the races. All participants will park in designated, pre-approved areas located within Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has sanctioned by the Texas Bicycle Racing Association (TXBRA) and USA Cycling. The Licensee has added Travis County as an Additional insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users.

Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The 6-mile paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The Pace Bend Road Race is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group. This event is one of the largest bicycle road race in Texas, often attracting national attention. The Pace Bend Road Race is an annual event

that has been held at Pace Bend Park since 2001. It has been called the Pure Austin Road Race and the Pure Austin Pace Bend Road race in past years.

Last year the Pace Bend Road Race had approximately 600 racers and 200 spectators. This year, race organizers again anticipate that approximately 600-800 participants will take part in this year's event.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The races are scheduled to start at 8:00 AM and will conclude no later than 6:00 PM on Sunday, February 26, 2012. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

During the 2011 there were several documented issues that were agreed upon by the licensee that were not complied with. These items have been discussed with the licensee and they have assured the County that they will all be addressed for this year's event. If the issues are not complied with, the licensee has been forewarned that the County will not enter into further license agreements with them.

FISCAL IMPACT AND SOURCE OF FUNDING:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

ATTACHMENTS/EXHIBITS:

Licence Agreement
 Special Event Checklist
 Park Map
 Race Marshall Location Map
 Race Marshall Location List
 Copy of Insurance
 2011 Post Event Issues
 2012 Directives

REQUIRED AUTHORIZATIONS:

 Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408

Will Ross	Race Director	Vagary Events	554-5103
Gilbert Ramirez	Race Director	Vagary Events	563-9115

CC:

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951

: :

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 Vagary Events, LLC ("Licensee"), a Texas limited liability company.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Road 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 its 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, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event, as described in the Event Checklist attached hereto as **Exhibit A** and made a part hereof for all purposes (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit B**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

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, 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, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

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: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to (1) staff volunteers at each designated location at all times during the race, (2) post one-way signs across the street from each cove entrance (even is staffed with volunteers or marshals, (3) remove materials and scaffolding materials by 9:00 p.m. on 02/26/2012, (4) remove portable toilets by 5:00 p.m. on 02/27/2012, (5) provide a participant list to staff. Visitors not on the list will be required to pay an entrance fee., (6) remove and dispose of race-related roadside litter by 9:00 p.m. on 02/26/2012, and ensure EMS transport mobility for patients. 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 Travis County Parks Division of the Transportation and Natural Resources Department ("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 on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, February 26, 2012, commencing at approximately 6:00 a.m. and terminating at approximately 6:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates 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 expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. 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 conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

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 Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

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 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 Park 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:

Vagary Events, LLC
Will Ross
Vagary Events Race Director
1202 Folts Avenue
Austin, TX 787804
(512) 554-5103

Gilbert Ramirez
Vagary Events Race Director
6905 Wallace
Austin, TX 78750
(512) 563-9115

If to County: Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

And: Steven M. Manilla, P. E.
County Executive
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: _____

**Will Ross, Race Director
Vagary Events, LLC**

Date: _____

EXHIBIT A

**Special Event Checklist
Licensed Areas in Pace Bend Park**

TRAVIS COUNTY PARKS

Special Event Checklist: VAGARY EVENTS - PACE BEND ROAD RACE

Event information needed

- Location: Pace Bend Park
- Name of event: Pace Bend Road Race
- Date & Time of event: 02-26-2012
- Event Type (complete description and history if applicable): 11th Annual Road Race
- Sponsor: Multiple TBA
- Licensee: Vagary Events
- Type of organization: Event organization company
- Primary contact personnel: Will Ross
 - Title: Race Director
 - Address: 1202 Folts Ave Austin Tx 78704
 - Phone numbers: 512-554-5103
- Secondary contact personnel: Gilbert Ramirez
 - Title: Race Director
 - Address: 6905 Wallace 78750
 - Phone numbers: 512-563-9115
- Insured by: USAC
- Holder of Insurance: TBA
- Estimated number of participants: 700
- Estimated number of spectators: 300
- Proposed concessionaires/vendors: Whole Foods (pre-made sandwiches and drinks)
- Special requests: None
- Site visit date: 10/30/11

From the site visit, park staff will determine the following:

- Law enforcement required (if any) – four rangers/\$35/hour from one hour before the first race until ½ hour past the completion on the final race.
- EMS coverage (must be A/TCEMS certified) required – Southwest Emergency Action Team (SWEAT)
- Parking issues to be addressed (# volunteers, signage needed, barricades, etc.) – Parking will be located below the staging near Mudd Cove. All vehicles are required to enter the parking area through the Levi Cove/Grisham Trail intersection. Event organizers MUST have 4 or more staff to assist with parking.
- Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.) – traffic flow for bikes and vehicles will be one-way in a clockwise direction. Bikes will utilize both lanes during the race. The starting and finish lines will be located on Grisham Trail by Mudd Cove. The finish line will be located approximately 200 yards north of the starting line. Volunteers to control traffic direction are required at the follow locations:
 - Mudd Cove/Tournament Point (Restroom 11)

- Improved Camping Area Entrance
- Grisham trail/Levi Cove intersection (Restroom 13)
- Giles Cove (Restroom 14)
- Baldwin Cove
- Grisham Trail just north of the southern intersection of Grisham Trail and Pace Bend Road to slow bike traffic before that intersection
- Thrasher Cove (Restroom 1)
- South end of Lower Gracy Cove Loop
- North end of Lower Gracy Cove Loop
- South end of Gracy Cove Loop
- North end of Gracy Cove Loop
- Collier Boat Ramp
- South end of Maugham Cove Loop
- North end of Maugham Cove Loop
- North end of Taylor Cove Loop/Camp Texlake Entrance
- Highland Lakes Camp and Conference Center Entrance

(17) Sixteen race locations that MUST be manned during the entire race.

One-way directional signs are required at each of the above mentioned locations along with personnel. Personnel must be stationed at all pre-determined locations during the entire race.

- Additional portable restrooms required – supplied by event coordinator, 7 minimum
- Additional dumpsters required – none, extra trash cans at starting line and finishing line to be provided by event organizer
- Park fee collection issues – participants/spectators will be required to pay their own park entrance fees
- Public notices required (if any) – race coordinator must notify Camp Texlake and Highland Lakes Camp and Conference Center at least two weeks in advance of the event. Two public notification signs indication the date of the event will be posted at fee booth and at the Pace Bend/Grisham Trail intersection at least two weeks in advance of the event
- License Agreement coordination – in progress.
- Other items as necessary – Note: due to lack of volunteers at various pre-determined locations in 2011 as well as not providing mobile EMS personnel last year, if any of the identified locations are not staffed by personnel during the entire race or appropriate EMS are not on site, this event will not be recommended in future years.

EXHIBIT B
Licensed Areas in Pace Bend Park

Pace Bend Road Race – 02/26/12

Course Marshall Locations

- Mudd Cove/Tournament Point (Restroom 11)
- Improved Camping Area Entrance
- Grisham trail/Levi Cove intersection (Restroom 13)
- Giles Cove (Restroom 14)
- Baldwin Cove
- Grisham Trail just north of the southern intersection of Grisham Trail and Pace Bend Road to slow bike traffic before that intersection
- Thrasher Cove (Restroom 1)
- South end of Lower Gracy Cove Loop
- North end of Lower Gracy Cove Loop
- South end of Gracy Cove Loop
- North end of Gracy Cove Loop
- Collier Boat Ramp
- South end of Maugham Cove Loop
- North end of Maugham Cove Loop
- North end of Taylor Cove Loop/Camp Texlake Entrance
- Highland Lakes Camp and Conference Center Entrance

Ranger Locations

- Grisham trail/Levi Cove intersection (Restroom 13)
- Southern Intersection of Pace Bend Rd and Grisham Trail
- Two roving the race course

EXHIBIT C
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2012

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Federal Insurance Company	20281-001
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17343382

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	79960314	12/31/2011	12/31/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

RE: Event #2012-333
Event Name: Pace Bend Road Race
Event Location: Spicewood, TX
Event Dates: 02/26/2012

Certificate Holder is an Additional Insured with respects to Event #2012-333, Pace Bend Road Race, in Spicewood, TX on 02/26/2012, but only with respect to the liability arising out of the Named Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

Austinbikes
1213 West 5th
Austin, TX 78703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pace Bend Road Race Directives (to be held 02/26/12)

1. Volunteers – volunteers are to be staffed at each designated location at all times during the race.
2. Signage at coves (one way signs) – One way signs must be posted across the street from each cove entrance, (even if staffed with volunteers/marshals).
3. Event materials and scaffolding must be completely removed by 9:00 PM on the day of the race (02/26/12).
4. Portable toilets must be removed by 5:00 PM, Monday, February 27, 2012.
5. Receipts/Permits/Names on receipt list – If the participant list provided to staff that are to be paid for by the organizer is incorrect, or if visitors attempt to enter the park by stating they are on the list, and are not, they will have to pay for their entrance fees before being allowed into the park.
6. Roadside litter (feed zone and along roadway) All roadside litter, flagging, etc. related to the race must be picked up and disposed of by 9:00 PM on the date of the race.
7. EMS mobility – the medical staff must have transport capability for patients.

03/22/11

Pace Bend Road Race Issues (held 02/20/11)

1. Volunteers – volunteers were not positioned at the areas discussed prior to the race. I personally saw volunteers only at the Highland Lakes Conference Center entrance road and at Collier boat ramp. We had determined that 15 locations within the park needed to have volunteers stationed at to assist with traffic control.
2. Signage at coves (one way signs) – I only saw about five signs. There should have been a sign posted across the street from each cove entrance, (even those with volunteers).
3. Cones across cove drives – orange traffic cones were placed at cove entrances instead of volunteers without park staff's knowledge. The placement of these cones did not clearly indicate what direction park visitors should have turned. There were a couple of incidents where Park Ranges found park visitors driving the wrong direction. Again, volunteers were agreed upon.
4. Feed Zone moved – As indicated on your event map, the feed zone was supposed to be located at the Kate/Johnson's coves entrance. It was moved to an area near the improved camping area without any notification.
5. Staying in Camp Chautauqua after event ending time – per the agreement, the entire event area should have been cleared and vacated prior to 9pm. Event materials and scaffolding was not completely removed until the next day (02/21/11).
6. Portable toilets not moved out on time – they were not moved out of the event area until 02/28.
7. Receipts/Permits/Names on receipt list – The participant list provided to my staff did not include many names of people who insisted that they had paid their park entry fee up front. Also, the list had names that did not match with what the participants gave us (i.e....participant said their name was John Brown but the list showed Mike Brown).
8. Roadside litter (feed zone and along roadway) – there was a substantial amount of litter left on the roadside, especially near the feed zone.
9. EMS mobility – the medical staff you hired were not mobile. I personally responded to three medical calls. The medical team showed up to one of these calls in a Mini Cooper loaned to them by race staff.



Travis County Commissioners Court Agenda Request

Meeting Date: 2/21/12

Prepared By/Phone Number: Donald W. Ward, P.E. Phone #: 854-9317

Division Director/Manager: Donald W. Ward, P.E., Director Road Maintenance and Fleet Services

A handwritten signature in black ink, appearing to read "Donald W. Ward", is written over the text of the Division Director/Manager field.

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on authorization to utilize an earmark on the CAR reserve fund of \$365,000 for the purchase of capital equipment and to construct a burial services pavillion for the new Travis County Cemetery on Wells School Road.

BACKGROUND/SUMMARY OF REQUEST:

In September 2011, Travis County approved the purchase of approximately 96 acres on Wells School Road for the purpose of developing a new cemetery to continue the current program of indigent burials. As part of the FY 2012 Budget, Commissioners Court earmarked \$365,000 for capital equipment and facilities for the new Wells School Cemetery. For proper and dignified burial operations, it is requested that capital equipment such as a burial vault handler, a landscape/multi-use tractor, concrete vault liners, landscape utility trailer, burial services pavillion and commercial water meter/landscape irrigation system be purchased and/or constructed at the Wells School Cemetery.

STAFF RECOMMENDATIONS:

Staff recommends the purchase of this capital equipment and the construction of a burial services pavillion as part of the continuation of the Indigent Burial Program for Travis County. Staff anticipates that the new cemetery will be needed within the next 30 to 60 days.

ISSUES AND OPPORTUNITIES:

TNR staff will have dependable equipment and burial service facilities to continue with the Indigent Burial Program provided by Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

Staff is recommending that funding come from the earmark approved by the Commissioners Court in the CAR Reserve (001-9800-981-9891).

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Mike Joyce	Fleet Services Manager	TNR	854-4658
Don Ward	Dir. Road Main. & Fleet Service	TNR	854-9317
William Derryberry	PBO Analyst	PBO	854-4741
Sherri Fleming	Health and Human Services	HHS	854-4581

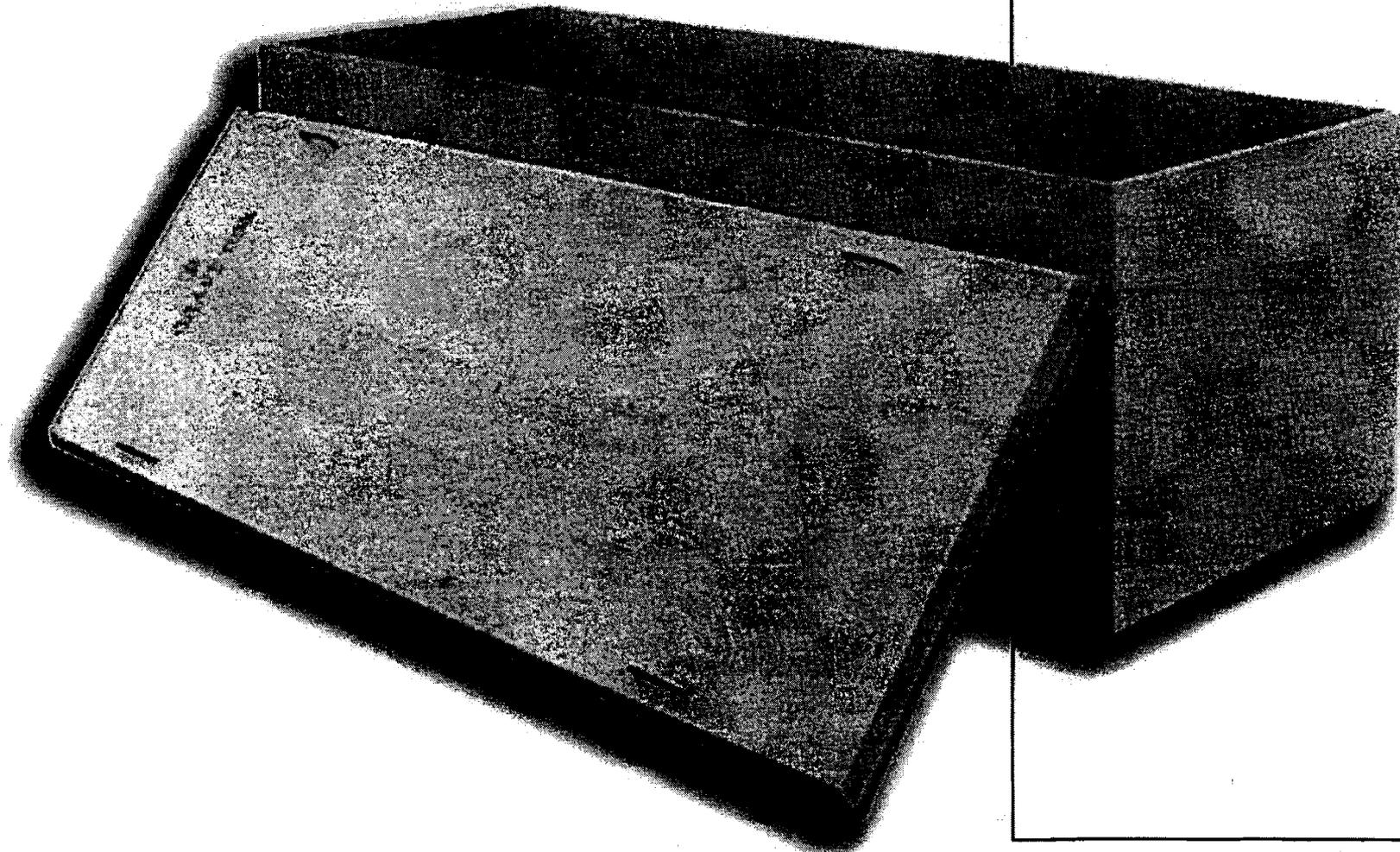
SM:DW:

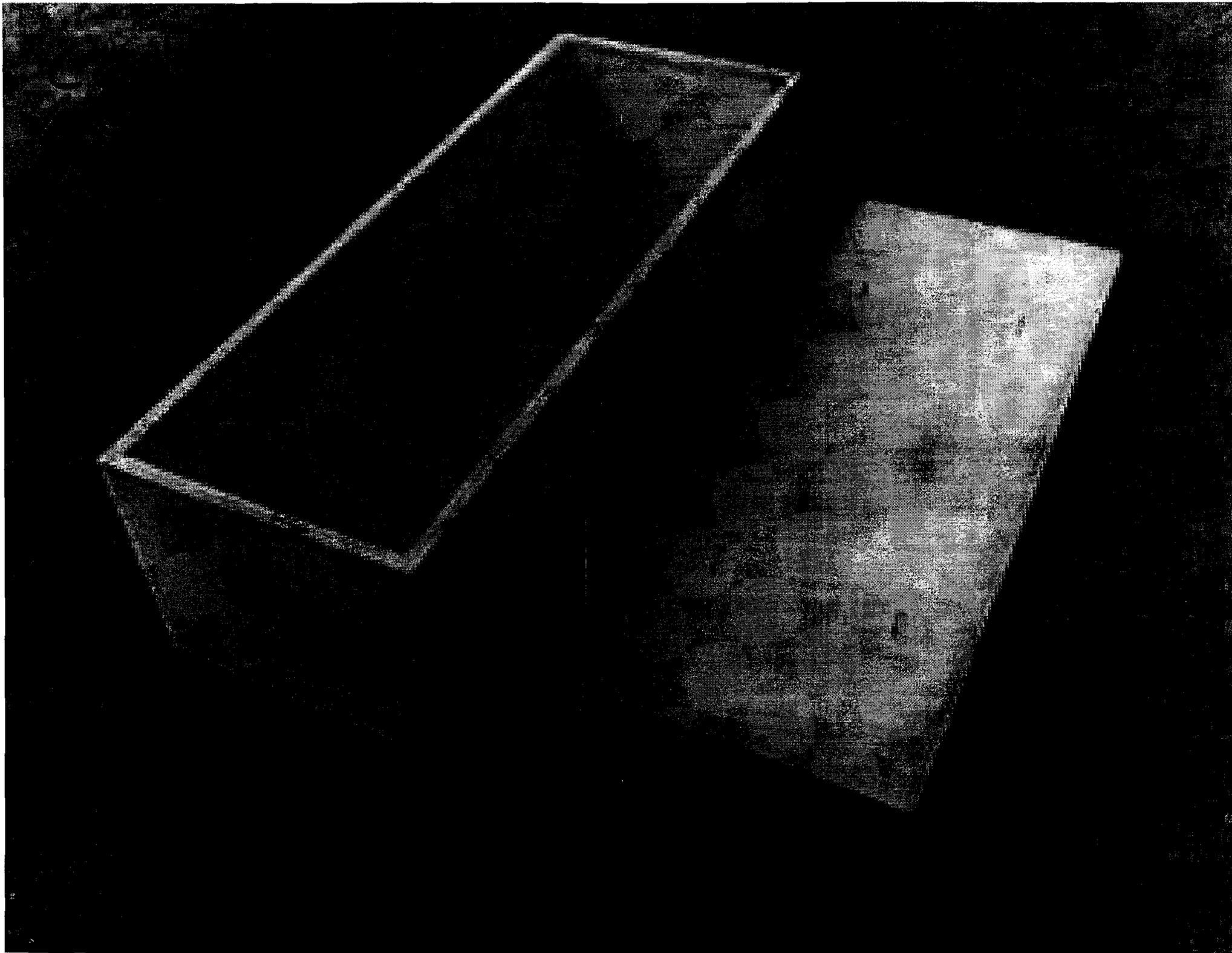
4101 - Road, Bridge, Fleet Svs

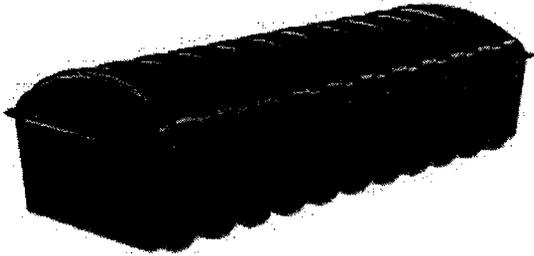
Concrete Grave Liner

Non-reinforced

- Concrete non-sealed receptacle
- Drainage holes in base







Graveliner (Plastic)

The Vantage Graveliner is an innovative design that is molded from polypropylene, yielding a highly engineered, exceptionally strong product that meets or exceeds cemetery regulations. For value and simplicity, there is no better choice available than the Vantage Graveliner.

- *Modern Technology*
- *Environmentally Friendly - Constructed of Recycled Materials*
- *Molded of Non-Biodegradable, Non-Porous Polypropylene for Performance*
- *Engineered of State-of-the-Art Materials that Effectively Resist the Forces of Nature and Man*
- *Seamless Construction*

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Vault/Casket Hauler

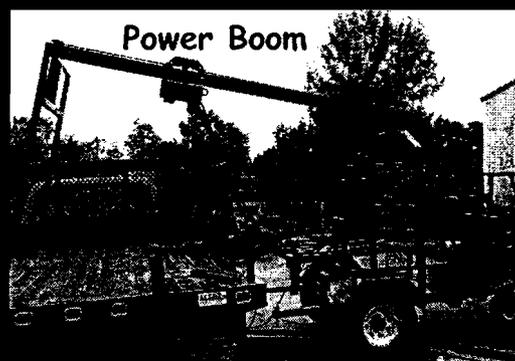
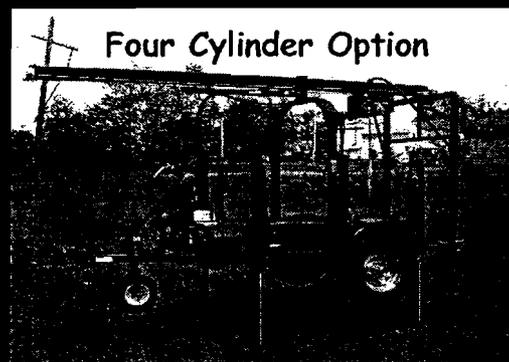


STANDARD FEATURES:

- 6000# Hydrostatic Winch
- Heavy Duty Back Leg Assembly
- 5" I-Beam
- 750 x 16 Wide Tires
- Top Seal Carriers
- Deck Plate to Hook @ 53"
- Bed Size: 50" x 91"
- Diamond Plate Steel Deck
- Infinitely Hydraulic Variable Speed Control
- Hydraulic Surge Coupler with 2" Ball Comes Standard or Your Choice of:
 - Adjustable Height Coupler
 - Pintal Eye Coupler
 - Solid A-Frame Coupler
- High and Low Geared Transfer Case
- 3/4 Ton Drive Axle
- 13 Hp Honda Electric & Pull Start Engine (with hour meter)
- LED Lighting Package
- Hydraulic Surge Braking System
- Angled Fenders with step
- Choice of Color
- Hydraulic Front Wheel

OPTIONAL FEATURES:

- Spare Tire with Bracket
- Hand-Powered Hoist Car Rollback
- Hydraulic Powered Boom & Rollback
- Swivel Hook
- Remote Winch Control
- Pendant Winch Control
- Higher Arch and Beam
- Longer I-Beam
- Plank Rack
- Full Length Deck (Steel or Plywood)
- Plywood Deck
- Three Hydraulic Cylinder Package
- Four Hydraulic Cylinder Package
- Tool Box
- Air Seal Carriers
- Electric/Hydraulic Braking System



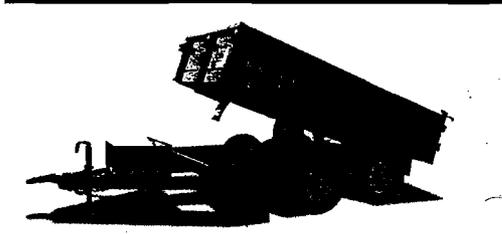
Utility Trailer

50DS



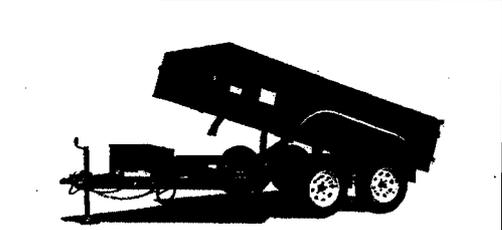
- 60" x 10' Single Axle Low Profile Dump • 7K 2" Frame • 12 Gauge Sides
- 2,900# Approximate Payload • Box Capacity of 2.5 Cubic Yards
- 15" Tires (6 bolt) • 18", 12 Gauge Sides with Formed Top
- Enclosed Pump and Battery Box • 12 Gauge Floor
- Lockable Control Unit • Self Contained Electrical System
- 45 Degree Dump Angle • 1/2" Tie Rail on All Sides
- Stake Pockets on Sides and Front • Tarp Brackets • Combo Gate

70LP



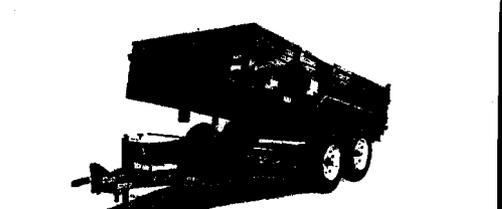
- 60" x 10' Low Profile Tandem Axle Dump • 7K 2" Frame • 12 Gauge Sides
- 4,700# Approximate Payload • Box Capacity of 3.5 Cubic Yards
- 15" Tires (5 Bolt) • 18", 12 Gauge Sides with Formed Top
- Enclosed Pump and Battery Box • 12 Gauge Floor
- Lockable Control Unit • Self Contained Electrical System
- 45 Degree Dump Angle • 1/2" Tie Rail on All Sides
- Stake Pockets on Sides and Front • Tarp Brackets • Combo Gate

70SR



- Tandem Axle Single Ram Dump Available in 60" or 72" Frame
- 2-5/16" Stamped A-Frame Coupler • 5000# Approximate Payload
- 5' Wide and 5,000# for the 6' Wide • Box Capacity of 3.5 Cubic Yards
- 5' Wide and 3.75 Cubic Yards for the 6' Wide
- 15" Tires (5 bolt) • 20", 16 Gauge Sides with Formed Top
- Enclosed Pump and Battery Box • 16 Gauge Floor
- Single Cylinder Lift • 45 Degree Dump Angle • 1/2" Tie Rail on All Sides
- Tarp Brackets • 1 Piece 2-Way Stake Rack

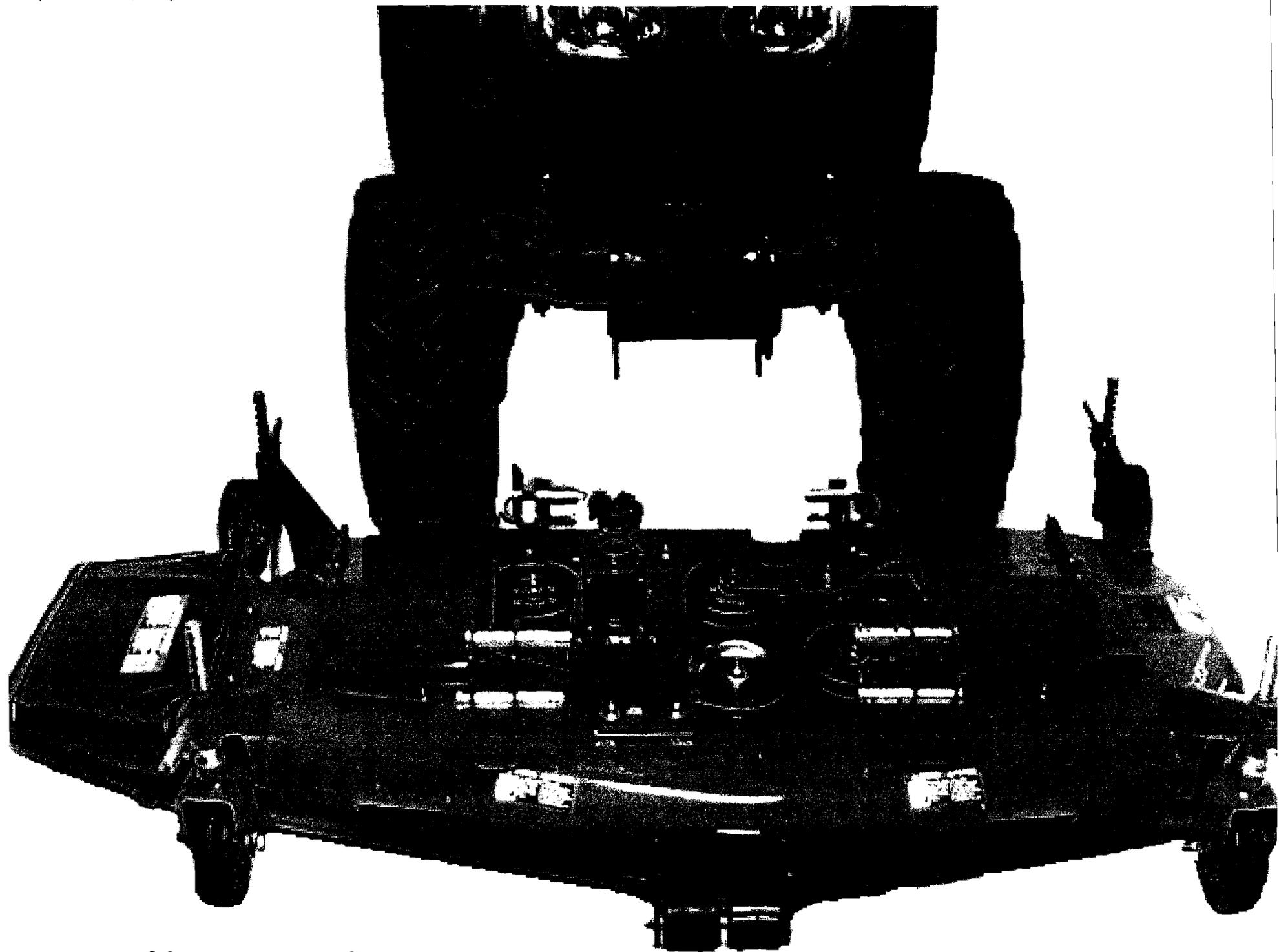
10SR



- 83" x 12' Low Profile Tandem Axle Dump • 2-5/16" A-Frame Coupler
- 6,600# Approximate Payload • Box Capacity of 5.5 Cubic Yards
- 16" Tires (6 bolt) • 24" 12 Gauge Sides • Enclosed Pump and Battery Box
- 10 Gauge Floor • Modular Sealed Wiring Harness • Self Contained Electrical System
- Hydraulic Single Cylinder Lift • 45 Degree Dump Angle • 1/2" Tie Rail on All Sides
- Stake Pockets on Sides and Front • Tarp Brackets • Combo Gate • Available in Black or White

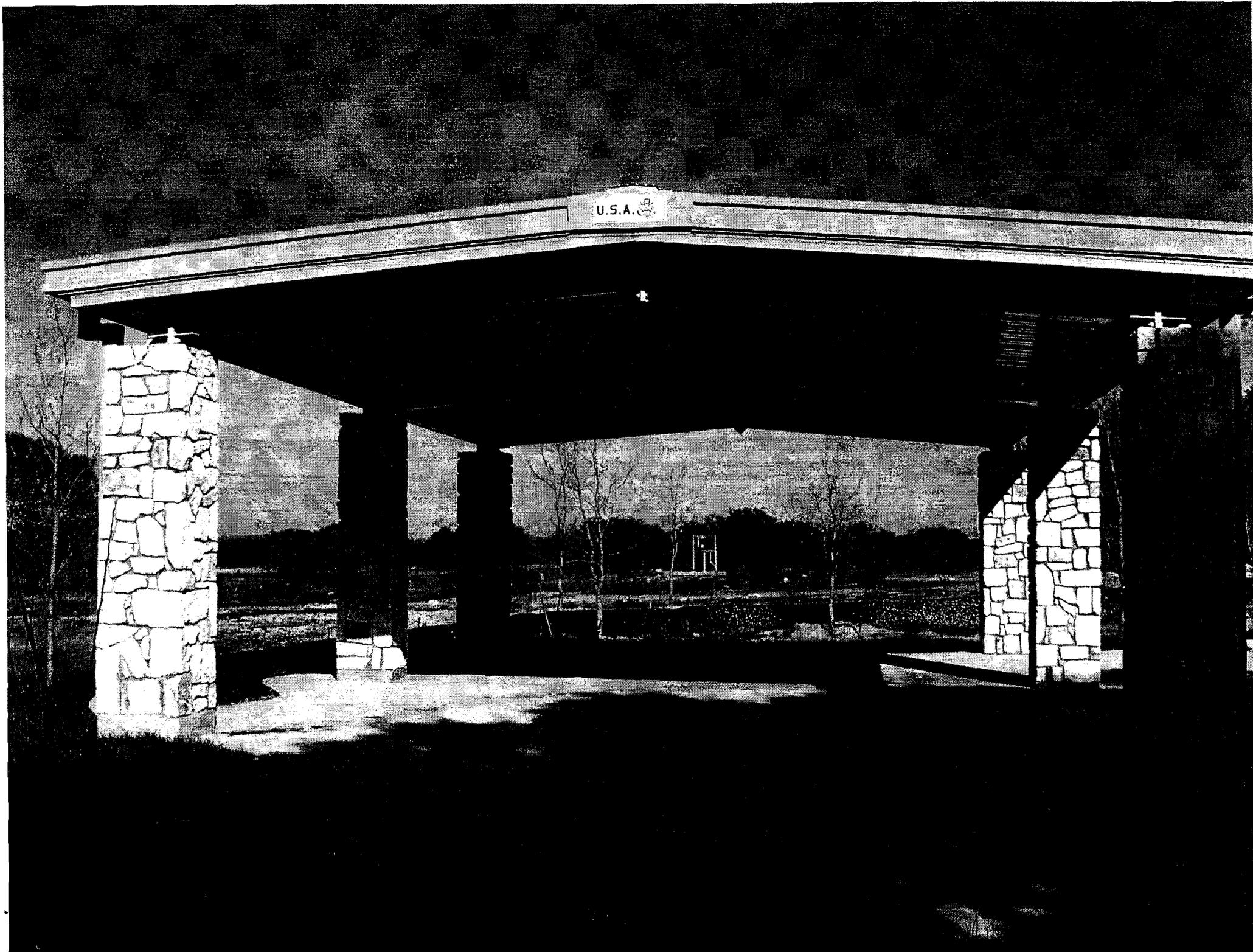
Utility Tractor





Mowing Deck for Utility Tractor









Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By: John Carr **Phone #:** 854-4772

Director/Manager: Roger E. Khoury M.S., P.E., Director, FMD

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

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on following items associated with Chapter 45 of the Travis County Code to include:

- A. Rename Chapter 45 of the Travis County Code from "Discounts for Use of Certain Travis County Exposition Center Facilities by Public Entities" to "Travis County Exposition Center Mission; Licensing and Operations"; and
- B. Replace current content of Chapter 45 in its entirety with new content.

BACKGROUND/SUMMARY OF REQUEST:

The Commissioners Court directed that Facilities Management Department (FMD) work with Tenley Aldredge with the County Attorney's office to provide new language for the Travis County Code, Chapter 45. This code is currently titled "Discounts for Use of Certain Travis County Exposition Center Facilities by Public Entities" and provided guidance on posting of requests for discounts to the Commissioners Court for consideration. Attachment One is a draft Order of the Commissioners Court amending Chapter 45. The first of three sections of the order includes renaming Chapter 45 to become "Travis County Exposition Center Mission; Licensing and Operations". The second item on the order would delete the previous language of Chapter 45 as shown at Attachment Two in its entirety and replace it with new language as shown at Attachment Three. Included in this new language for Chapter 45 is a new Subchapter C. Refunds.

Under the previously approved Chapter 45, all requests for discounts for rental of Exposition Center facilities or grounds required approval by the Commissioners Court. Under the policy, discounts would be offered only to governmental or quasi-governmental agencies or departments that derived

some or all of their funding from Travis County Governments and the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court. Discounts were available for events scheduled on Monday through Thursday only. The only facilities that could be discounted under the policy included the Skyline Club, Banquet Hall and Parking Lots. The previous policy did not provide any provisions for discounts to charitable organizations.

Included under "Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities" is a new policy of offering discounts on facilities rental fees from the current rate schedule to qualifying entities granted a license to use certain Travis County Exposition Center facilities. Under the proposed policy, discounts may be offered to governmental or quasi-governmental agencies or departments that met the same criteria as the previous policy. In addition, the new policy also provides for offering of discounts to 501(C)(3) charitable organizations. Discounts rates to be offered to these qualifying charitable organizations are based on the organization's primary service area. Discounts offered by the FMD Director in compliance with the policy would not require separate approval by the Commissioners Court. Any requests for discounts not in compliance with the policy would still require consideration by the Commissioners Court.

Included under the proposed new "Subchapter C. Refunds" would be guidelines that address how requests for refunds of deposits or other fees paid by Exposition Center licensees will be handled. Any request for a refund in excess of \$1,000.00 would be submitted by the FMD Director to be placed on the agenda of the Commissioners Court for consideration. Please see Section 45.023 for the details of the appeals process.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the Order of the Travis County Commissioners Court amending Chapter 45. Discounts for use of Certain Travis County Exposition Center Facilities by Public Entities.

ISSUES AND OPPORTUNITIES:

Approval of this order will provide direction to the staff to how to handle requests for discounts from Governmental and Quasi-Governmental Agencies or Departments, Charitable Organizations and from other entities. The amount of discounts would be limited to the facilities rental fees.

Discounts for governmental or quasi-governmental agencies would be 50%, while the discounts for charitable organizations would be 25% for organizations having Travis County as its primary service area, and 10% having its primary service area other than Travis County. Any other discount percentage other than described above would be recommended by the Facilities Management Director and as approved by the Commissioners Court.

Approval of this order will also provide an approved procedure for the handling of requests for refund of fees of \$1,000.00 or less to be approved or disapproved at the staff level, while still retaining the opportunity for licensees to appeal these decisions to the Commissioners Court. This would eliminate the numerous posting to the Commissioners Court agenda that have been historically required to handle routine and non-controversial refund requests.

FISCAL IMPACT AND SOURCE OF FUNDING:

Increase Exposition Center Revenue

ATTACHMENTS/EXHIBITS:

1. Order of the Commissioner Court Amending Chapter 45
2. Exhibit A to the Order, Current Content of Chapter 45
3. Exhibit B to the Order, Proposed Replacement Content of Chapter 45

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429

CC:

Amy Draper	Financial Manager	FMD	854-9040
Tenley Aldredge	Asst County Atty	County Attorney	854-9415

9520 – Facilities - 0101

Exhibit A
(attach 2002 Discount Policy)

Vs 06-18-2002-17
Item 17

ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AMENDING THE TRAVIS COUNTY CODE
TITLE IV, "COUNTY RESOURCES AND PROPERTY":.

FILED FOR RECORD
2002 JUN 25 PM 5:30
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code (the "Code"),
the Commissioners Court orders the following:

Under Title IV, a new Subtitle C, "Travis County Exposition Center," is added:
and Chapter 45, "Discounts for Use of Certain Travis County Exposition Center Facilities
by Public Entities." is added to the Code in the form shown in sections 45.001 and 45.002
attached to this order.

ORDERED this 18th day of June, 2002.

Samuel T. Bouslog
Samuel T. Bouslog, County Judge

Ron Davis
Ron Davis, Commissioner, Pct. 1

Karen Sonleitner, Commissioner, Pct. 2

Margaret Moore
Margaret Moore, Commissioner, Pct. 3

Margaret J. Gornez, Commissioner, Pct. 4

TRAVIS COUNTY CODE
TITLE IV, COUNTY RESOURCES AND PROPERTY
Subtitle C. Travis County Exposition Center

**CHAPTER 45. DISCOUNTS FOR USE OF CERTAIN TRAVIS
COUNTY EXPOSITION CENTER FACILITIES BY PUBLIC
ENTITIES**

45.001 Purpose

The purpose of this Chapter 45 is to codify the policy for offering discounts from the current rate schedule to qualifying public entities granted a license to use certain Travis County Exposition Center (the "Exposition Center") facilities.

45.002 General Provisions

1. Discounts may be offered only to governmental or quasi-governmental agencies or departments that meet the following criteria: (a.) they derive some or all of their funding from Travis County Government, either by direct appropriation or contract, and (b.) the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court.
2. Discounts shall be available for events scheduled on Monday through Thursday only.
3. Requests for discounts shall be submitted in writing to the Travis County Judge, who will refer the request to the Executive Manager of Administrative Operations (the "Executive Manager"). The Executive Manager shall present the request to the Exposition Center Subcommittee. In accordance with Travis County Code Section 1.003 (a) (4), any member

of the Commissioners Court can place an item on the Court's agenda.

- 4 The Exposition Center Subcommittee shall forward all requests for discounts to the Commissioners Court, which shall have sole authority to grant or deny the request.
5. No discounts shall be offered for use of the Main Arena or the Show Barn. The Banquet Hall, the Skyline Club, and the parking lots may be discounted at the following rates:
 - a. Skyline Club: \$300
 - b. Banquet Hall: \$750
 - c. Parking Lot (s): (recommended by staff case by case)

Exhibit B
(attach new Expo Center Policy)

CHAPTER 45. TRAVIS COUNTY EXPOSITION CENTER:
MISSION, LICENSING AND OPERATIONS

Contents:

*Subchapter A. Exposition Center Primary Mission and Policy Goals.
[Reserved]*

Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities.

45.010 Scope
45.011 Eligible Entities
45.012 Available Discounts
45.013 Discount Requests

Subchapter C. Refunds.

45.021 Scope
45.022 Refund Requests; Processing of Requests
45.023 Decision by FMD Director; Appeals

*Subchapter A.
[Reserved]*

Subchapter B. Discounts for Use of Travis County Exposition Center Facilities by Eligible Entities.

45.010 Scope

This Subchapter codifies the policy for offering discounts from the current rate schedule to qualifying entities ("Eligible Entities") granted a license to use certain Travis County Exposition Center (the "Expo Center") facilities.

45.011 Eligible Entities. The following entities are eligible to receive discounts:

- (a) Governmental and Quasi-Governmental Agencies or Departments. Discounts may be offered to governmental or quasi-governmental agencies or departments that meet the following criteria:
- (1) the agency or department derives some or all of its funding from Travis County government, either by direct appropriation or contract, and
 - (2) the agency or department is managed or directed by appointees of the Commissioners Court, or by a board composed of one or more members appointed by the Commissioners Court.

This category of Eligible Entities expressly includes Travis County departments and offices; Travis County corporations; organizations of which Travis County is a participating member; Travis County boards and committees; Travis County road districts, emergency service districts and similar .

- (b) Charitable Organizations. Discounts may be offered to an entity organized and operating as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. To be eligible for discounts under this category, an organization must provide up-to-date documentation of valid 501(c)(3) status to the Expo Center Director (the "Director") prior to receiving a discount. Discount rates offered to Charitable Organizations are based on the organization's primary service area.

45.012 Available Discounts

- (a) Only Exposition Center facilities are subject to discount: licensees will be charged full price for use of all other Expo Center amenities, including equipment, custodial, HVAC, dirt removal and placement, RV parking, electrical hook-ups, water, etc. Facilities that may be discounted are: the Main Arena, Banquet Hall, Skyline Club, Show Barn and Grounds. These facilities may be discounted at the following rates:
 - (i) Governmental or Quasi-Governmental Agencies and Departments: 50%
 - (ii) Charitable Organizations:
 - (A) having Travis County as its primary service area: 25%
 - (B) having its primary service area other than Travis County: 10%
 - (iii) Other. Discount percentage to be recommended by the FMD Director and approved by the Commissioners Court.

45.013 Discount Requests

- (a) Requests for discounts must be submitted in writing to the Director, who will refer the request to the Director of the Travis County Facilities Management Department (the "FMD Director"). The FMD Director will review the written request and determine whether the requesting individual or entity ("Requestor") meets the applicable eligibility criteria set forth in Section 45.011. If the FMD Director determines that the eligibility criteria have been satisfied, the FMD Director will apply the discounts set forth in Section 45.012 and incorporate such discounts in the Requestor's Event Costing Schedule attached to the Expo Center License Agreement. If the eligibility criteria are not satisfied, no discounts will be applied and full fees will be charged.
- (b) If the FMD Director denies a requested discount, the Requestor may appeal the that decision to the County Executive Transportation and Natural Resources/Facilities Management Department (the "County Executive TNR/FMD"). If the Requestor disagrees with the County Executive TNR/FMD's

decision, the Requestor may appeal that decision to the Travis County Commissioners Court, whose decision will be final.

Subchapter C. Refunds.

45.021 Scope

- (a) This Subchapter applies only to requests for refunds of deposits and other fees paid by Expo Center licensees that do not exceed \$1,000.00 ("Eligible Refund Requests").
- (b) If a request for a refund exceeds \$1,000.00, the request will be forwarded to the FMD Director, who will place the request on the agenda of the Commissioners Court for consideration.

45.022 Refund Requests; Processing of Requests

- (a) The Director will receive and review all Eligible Refund Requests.
- (b) The Director will make a recommendation whether to grant or deny the Eligible Refund Request and will forward that recommendation, in writing, to the FMD Director.

45.023 Decision by FMD Director; Appeals

- (a) If the Director recommends granting the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will approve the Eligible Refund Request and will communicate such approval, in writing, to the licensee. The refund will be processed according to standard County policy.
- (b) If the Director recommends granting the Eligible Refund Request but the FMD Director disagrees with that recommendation and determines that the refund is not warranted, the FMD Director will deny the Eligible Refund Request and will communicate such denial, in writing, to the licensee. The licensee may appeal the decision to the Commissioners Court.
- (c) If the Director recommends denial of the Eligible Refund Request and the FMD Director agrees with that recommendation, the FMD Director will communicate such denial, in writing, to the licensee. The licensee may appeal the FMD Director's decision to the Commissioners Court.
- (d) If the Director recommends denial of the Eligible Refund Request but the FMD Director disagrees with that recommendation and determines that the refund is warranted, the FMD Director will approve the Eligible Refund Request and communicate such approval, in writing, to the licensee.

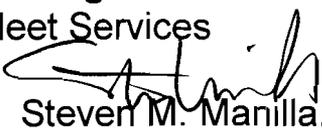


Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Donald W. Ward, P.E., Division Director of Road Maintenance and Fleet Services

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within Colonia Serendipity – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Colonia Serendipity was recorded on October 15, 2007 document #200700305. This subdivision has been inspected for conformance with approved plans and specifications as listed. This subdivision will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

There are no public sidewalks within this subdivision. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

Colonia Serendipity is accessed from Crawford Road, a road maintained by Travis County. This action will add a total of 0.16 miles to the Travis County road system.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

This project has been complete since approximately December, 2008. Travis County staff will consider the time between the approximate completion date of December, 2008 and the Commissioners Court acceptance date as the warranty period for these particular improvements. All Travis County issued punch list items have been addressed.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- TNR Approval Letter
- List of Streets
- Requirements for Approval
- Location Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561

AB

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565
Johnny Anglin	Inspector	Development Services	266-3314

SM:AB:ps
1101 - Development Services - Colonia Serendipity



TRANSPORTATION & NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**CONSTRUCTION ACCEPTANCE/PERFORMANCE PERIOD INSPECTION
FOR RELEASE OF FISCAL**

DATE: January 24, 2012

TO: DEVELOPER:
Sharon Seligman
21600 Serendipity Lane
Spicewood, TX 78669

ENGINEER:
Vigil and Associates
4303 Russell Drive
Austin, TX 78704

SUBJECT: Colonia Serendipity

Effective this date, streets and/or drainage construction within this subdivision appear to be in conformance with the approved construction documents. This subdivision has completed the one (1) year performance period. All performance period maintenance punch list items have been completed and/or corrected.

OTHER REMARKS:

BY: Don W. Ward 1/30/12
TNR Division Director of Road and Bridge – Don W. Ward, P.E.

Paul Scoggins 1-25-2012
TNR Engineering Specialist – Paul Scoggins

Johnny Anglin 1-25-2012
TNR Inspector – Johnny Anglin

1102 fiscal file
1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 487X

Colonia Serendipity

Pct.# THREE
Atlas No. L-03



RECORDED AT DOC#200700305 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY - 10/15/2007

ONE SUBDIVISION CONTAINING 1 PUBLIC STREET AS LISTED BELOW:

#	STREET NAME	FROM - TO	L.F.	MILES	ROW	TYPE OF PVMNT	WIDTH OF PVMNT	CURB & GUTTER
1	Serendipity Place	Crawford Road in a southeasterly direction approximately 590'	590	0.11	60'	HMAC	28' B-B	YES
1	Serendipity Place	continuing in a southeasterly direction to a cul-de-sac w/60' radius	260	0.05	60'	HMAC	24'	NO
Total Footage/Mileage			850	0.16				

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 14

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREET NUMBERED 1

IT IS RECOMMENDED THAT MAINTENANCE OF STREET NUMBERED 1 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.16 MILES BE ACCEPTED BY

14-Feb-12
DATE

- DP = DOUBLE PENETRATION
- HMAC = HOT MIX ASPHALT
- C = CONCRETE
- UPP = UNPAVED, PIT RUN
- UPS = UNPAVED, SELECT

Don W. Ward 1/30/12

Don W. Ward, PE
Division Director
Road & Bridge

DATE APPROVED BY COMMISSIONERS COURT



TRANSPORTATION & NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

**COLONIA SERENDIPITY
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997**

- 1/9/12 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. **If applicable**, Construction Summary Report, if in COA ETJ, **signed** by COA inspector. §82.604(c)(1)
- 12/5/08 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 1/9/12 4. Reproducible Plans, certified as "**Record Drawings**" or "**As-Builts**", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying **Stop Sign Warrant** sheets for each sign.
- TC will reduce/release 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. **If applicable**, a letter from a **Registered Accessibility Specialist** approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 11/15/11 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) **Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.**
- 6/28/11 9. **If applicable**, Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (**If there are private improvements in Public ROW.**)

200700305

10/15/2007

\$65.00
PHOTOGRAPHIC MAP

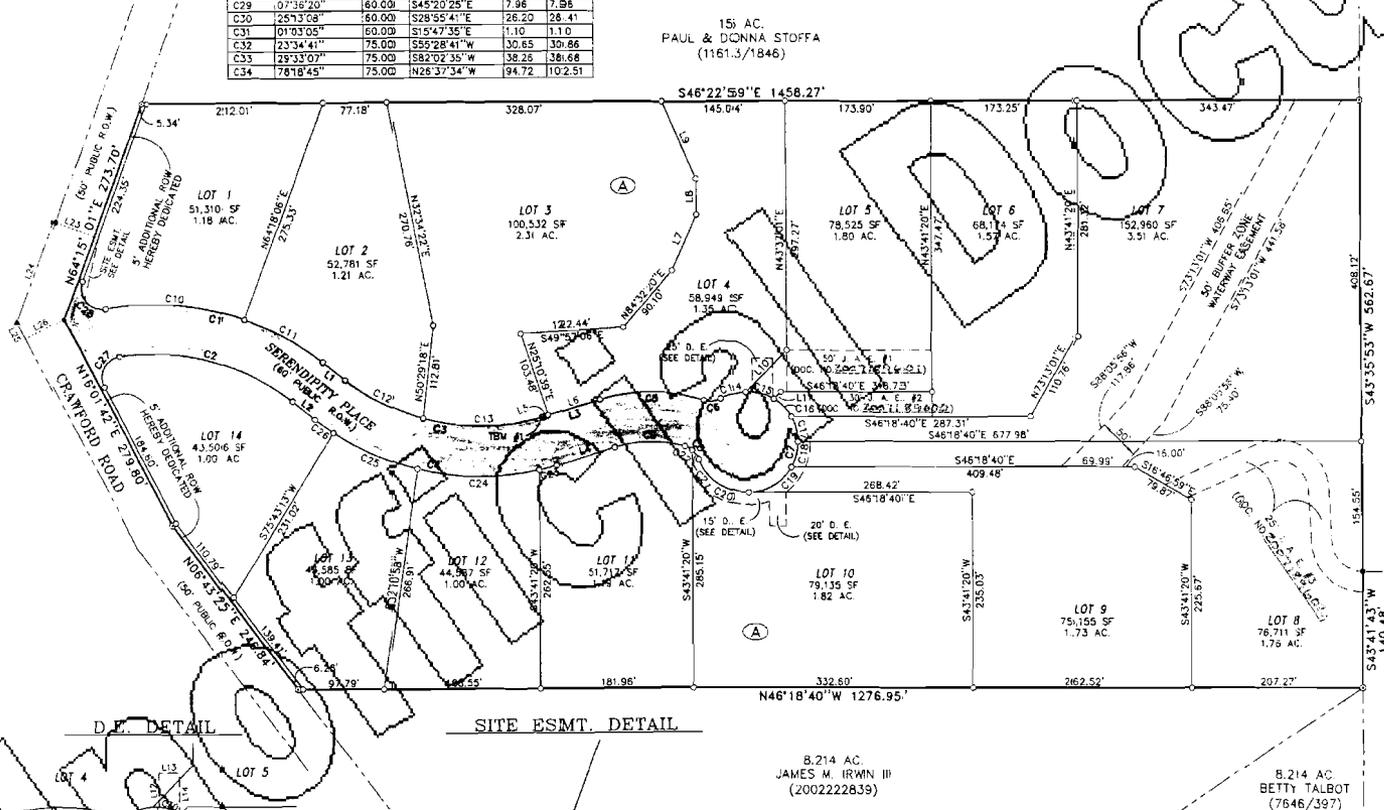
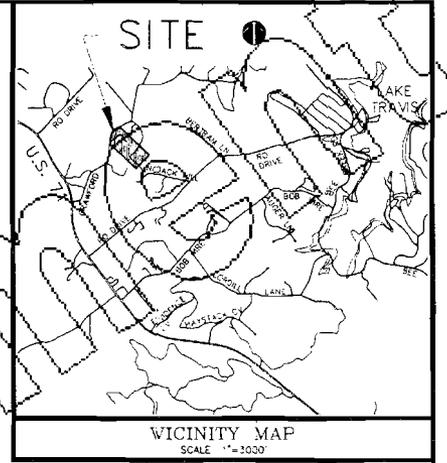
CURVE TABLE				
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD ARC
C1	48°05'43"	330.00	S32°05'21"E	289.03 277.10
C2	48°45'40"	270.00	S31°24'50"E	214.29 220.38
C3	55°10'34"	260.00	S35°37'17"E	240.82 250.38
C4	55°16'34"	320.00	S35°37'17"E	296.39 308.16
C5	34°40'33"	210.00	S45°52'08"E	123.16 127.09
C6	47°15'27"	25.00	S52°09'49"E	20.04 20.62
C7	27°12'22"	60.00	S63°48'42"W	77.77 252.38
C8	54°00'56"	25.00	S03°35'35"E	22.71 23.57
C9	32°36'31"	150.00	S46°54'19"E	84.22 85.37
C10	29°16'31"	330.00	S41°30'27"E	166.79 168.61
C11	18°50'12"	330.00	S17°27'08"E	108.00 108.49
C12	12°41'48"	260.00	S19°22'53"E	102.32 102.99
C13	32°28'48"	260.00	S46°56'10"E	145.42 147.39
C14	26°38'53"	60.00	S82°28'02"E	27.66 27.91
C15	33°52'33"	60.00	S32°12'19"E	34.96 35.47
C16	28°57'23"	60.00	S00°47'21"E	30.00 30.32
C17	29°59'50"	60.00	S28°41'30"W	31.06 31.42
C18	29°59'50"	60.00	S58°41'30"W	31.06 31.42
C19	60°00'02"	60.00	N76°18'39"W	60.00 62.83
C20	69°43'31"	60.00	N11°26'52"W	58.59 73.02
C21	31°15'12"	25.00	N07°47'17"E	13.47 13.64
C22	22°45'44"	25.00	N19°13'11"W	9.87 9.93
C23	03°58'23"	320.00	N61°13'23"W	22.19 22.19
C24	26°57'03"	330.00	N45°45'39"W	149.14 150.52
C25	19°21'24"	320.00	N22°36'26"W	107.60 108.11
C26	04°53'43"	320.00	N10°28'52"W	27.33 27.34
C27	109°10'38"	25.00	N70°37'01"E	40.75 47.64
C28	120°23'44"	25.00	S04°03'09"W	43.39 52.53
C29	07°38'20"	60.00	S45°20'25"E	7.96 7.96
C30	25°13'08"	60.00	S28°55'41"E	28.20 28.41
C31	01°03'05"	60.00	S15°47'35"E	1.10 1.10
C32	23°34'41"	75.00	S55°28'41"W	30.65 30.66
C33	29°33'07"	75.00	S82°02'35"W	38.26 38.68
C34	76°18'45"	75.00	N26°37'34"W	94.72 102.51

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S08°18'00"E	34.58
L2	S08°16'00"E	34.58
L3	S63°12'34"E	70.57
L4	S63°12'34"E	70.57
L5	S63°12'34"E	7.32
L6	S63°12'34"E	63.24
L7	N67°48'48"E	72.76
L8	N43°01'28"E	42.34
L9	N19°42'02"E	100.15
L10	N88°41'20"E	70.78
L11	N88°41'20"E	12.15
L12	N43°41'20"E	40.45
L13	S48°18'40"E	25.00
L14	S43°41'20"W	48.27
L15	S48°18'40"E	15.00
L16	S43°41'20"W	40.00
L17	N48°18'40"W	20.00
L18	N43°41'20"E	29.29
L19	N43°41'20"E	28.92
L20	S48°18'40"E	45.00
L21	S48°18'40"E	16.78
L22	N25°44'59"W	49.84
L23	S48°18'40"E	128.98
L24	S16°01'42"W	22.30
L25	S16°01'42"W	22.30
L26	S73°58'18"E	50.02

COLONIA SERENDIPITY



SCALE: 1"=100'



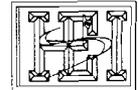
LEGEND	
●	1/2-INCH IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2-INCH IRON PIPE FOUND
▲	60-INCH NAIL FOUND
△	1/2-INCH IRON ROD W/ PLASTIC CAP STAMPED 'MCANGUS SURVEY SET'
□	CONCRETE MONUMENT SET
◆	TEMPORARY BENCHMARK
⊙	BLOCK DESIGNATOR
⊕	DRAINAGE EASEMENT
J.A.E.	JOINT USE ACCESS EASEMENT

BENCHMARKS	
BENCHMARK: THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE CITY OF AUSTIN ELECTRIC UTILITY DISTRICT MONUMENT STATION NAME EUD 94 - THE MONUMENT IS APPROX. 150 FEET EAST OF THE CENTERLINE OF BEC CREEK ROAD AND 93 FEET NORTH OF 400' W. EDGE OF PAVEMENT IN FENCE LINE	
ELEV. =	956.25
TBM #1 (CONCRETE MONUMENT WITH 1/2" IRON ROD WITH PLASTIC CAP STAMPED 'MCANGUS SURVEY SET' AT THE BEGINNING OF CURVE ALONG THE FRONT OF LOT 3 BLK. A ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LONETTA PLACE	
ELEV. =	1064.74
Single Family Lots =	14 Lots
Common Area Lots =	0 Lots
Total =	14 Lots
Total L.F. Streets =	850 L.F.
ROW =	1.35 Acs.
TOTAL ACREAGE =	23.49 Acs.

McANGUS SURVEYING CO., INC.

1101 HIGHWAY 360 SOUTH
BUILDING H, SUITE 100
AUSTIN, TEXAS 78746
(512) 328-9302

HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: hai@howardengineers.com



200700305

COLONIA SERENDIPITY

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT I, SHARON A. SELIGMAN, THE UNDERSIGNED OWNER OF A 23.49 ACRE REMAINDER OF 23.49 ACRES OF LAND LOCATED IN THE GM 30027 SURVEY NO. 50 IN TRAVIS COUNTY, TEXAS, SAID 23.49 ACRE TRACT OF LAND BEING DESCRIBED BY DEED RECORDED IN VOLUME 18280, PAGE 1159 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND THAT I, SHARON A. SELIGMAN, AS GENERAL MANAGER OF COLONIA SERENDIPITY, LLC, THE OWNER OF A 2137 ACRE PORTION OF SAID 23.49 ACRE TRACT OF LAND DESCRIBED BY DEED RECORDED AS DOC. NO. 2006197558 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 23.49 ACRES IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

'COLONIA SERENDIPITY'

IN ACCORDANCE WITH THE MAP OR PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 29 DAY OF August, 2007.

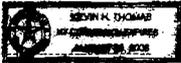
Sharon A. Seligman
SHARON A. SELIGMAN, GENERAL MANAGER
COLONIA SERENDIPITY, LLC
4005 CRAWFORD RD.
SPICEWOOD, TX 78669
(512) 264-1266

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHARON A. SELIGMAN, KNOWN TO ME TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 29 DAY OF August, 2007.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, STATE OF TEXAS
NOTARY:



My Commission Expires Aug 29 2008

NAME & ADDRESS HERE
David J. Reid

WATERSHED STATUS:

THIS PROJECT SITE IS LOCATED WITHIN THE LAKE TRAVIS WATERSHED. THIS PROJECT IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.

I, DAVID J. REID, AN AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAN, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE, ACCURATE, AND IN COMPLIANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 82 OF THE TRAVIS COUNTY CODE.

NO PORTION OF THIS SUBDIVISION IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP (FIRM) NO. 481530365E & NO. 484530395C, TRAVIS COUNTY, TEXAS, BOTH DATED JUNE 15, 1993.

David J. Reid
DAVID J. REID, P.E. #79858 DATE
HOWARD ENGINEERS, INC.
4303 RUSSELL DR.
AUSTIN, TX 78704
(512) 448-0881



I, JESSE J. SHEEDY, AN AUTHORIZED UNDER THE LAW OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAN COMPLIES WITH AND IS IN COMPLIANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AND CHAPTER 82 OF THE TRAVIS COUNTY CODE AS AMENDED. THIS PLAN IS TRUE AND CORRECT AND WAS PREPARED FROM AN ORIGINAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

Jesse J. Sheedy
JESSE J. SHEEDY, P.L.S. #5600 DATE
MEAGUISS SURVEYING CO., INC.
1101 HWY 360 SOUTH, H-100
AUSTIN, TEXAS 78746
(512) 328-9302



THIS SUBDIVISION IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF AUSTIN.

Victoria Shute
VICTORIA SHUTE, DIRECTOR
WATERSHED PROTECTION & DEVELOPMENT REVIEW DEPARTMENT
8/29/07 DATE

ON-SITE WASTEWATER NOTES :

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO ON-SITE SEWAGE DISPOSAL SYSTEM MAY BE INSTALLED WITHIN 100 FEET OF A PRIVATE WATER WELL.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE SUBMITTED TO AND APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL DEVELOPMENT ON ALL LOTS IN THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 295 AND TRAVIS COUNTY CODE CHAPTER 4B.
- LOTS IN THIS SUBDIVISION ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM AND/OR LOT OWNERS WITHIN THE SUBDIVISION.

Robert Morris
ROBERT MORRIS, P.E.
ACTING DIVISION MANAGER
PLANNING AND ENGINEERING SERVICES
TRAVIS COUNTY, TEXAS - INR

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 29 DAY OF August, 2007, A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 29 DAY OF August, 2007, A.D.

DANA DEBEAUVOIR, CLERK, COUNTY COURT
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 29 DAY OF August, 2007, A.D. AT 10:57 O'CLOCK A.M. AND DULY RECORDED ON THE 29 DAY OF August, 2007, A.D. AT 10:58 O'CLOCK A.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT # 2007222272.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 29 DAY OF August, 2007, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

PLAT NOTES :

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED ON-SITE WATER WELL LOCATED A MINIMUM OF 100' FROM ANY ON-SITE SANITARY DISPOSAL SYSTEM OR RAIN FIELD.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM WHICH HAS BEEN APPROVED BY THE TRAVIS COUNTY ON-SITE SEWAGE FACILITY PROGRAM.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING, OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LOTS, THE NATIVE CANAL OR MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LOCAL RULES, MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LCRA. ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR THE PROTECTION OF THE ENVIRONMENT. THE EASEMENT SHALL BE MAINTAINED BY EACH LOT OWNER BY PRESERVING AND RESTORING NATIVE VEGETATION. THE EASEMENT MAY NOT BE AMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPERTY AUTHORITY.
- ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S HIGHLAND LAKES WATERSHED ORDINANCE. DEVELOPMENT OR CONSTRUCTION OTHER THAN ONE SINGLE FAMILY RESIDENCE AND ASSOCIATED UTILITIES, OR ANY DEVELOPMENT TOTALING MORE THAN 10,000 SQUARE FEET OF IMPERVIOUS COVER OR DISTURBING MORE THAN ONE ACRE OF LAND, MAY REQUIRE AN LCRA DEVELOPMENT PERMIT, OR OTHER PERMIT BY THE SUCCESSORS OR ASSIGNS OF LCRA.
- WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS' COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
- DRIVEWAY ACCESS TO LOTS 5 AND 6 SHALL BE THROUGH JOINT USE ACCESS EASEMENTS #1 AND #2. DRIVEWAY ACCESS TO LOTS 7, 8 AND 9 SHALL BE THROUGH JOINT USE ACCESS EASEMENT #3.
- MAINTENANCE OF JOINT-USE DRIVEWAYS SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS SERVED BY THE JOINT-USE DRIVEWAY.
- A DECLARATION OF JOINT USE ACCESS AND PUBLIC UTILITY EASEMENTS APPLICABLE TO LAND WITHIN THE LIMITS OF THIS SUBDIVISION ARE MORE FULLY DESCRIBED IN DOCUMENT # _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
- DEVELOPMENT THAT EXCEEDS 20% IMPERVIOUS COVER, WHEN CALCULATED AGAINST THE TOTAL PROPERTY, SHALL CONTROL THE INCREASED STORM WATER.
- THE PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS.

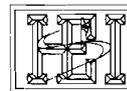
IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS TO SECURE THIS OBLIGATION. THE OWNERS MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNERS' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET SIGNS OR DIRECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

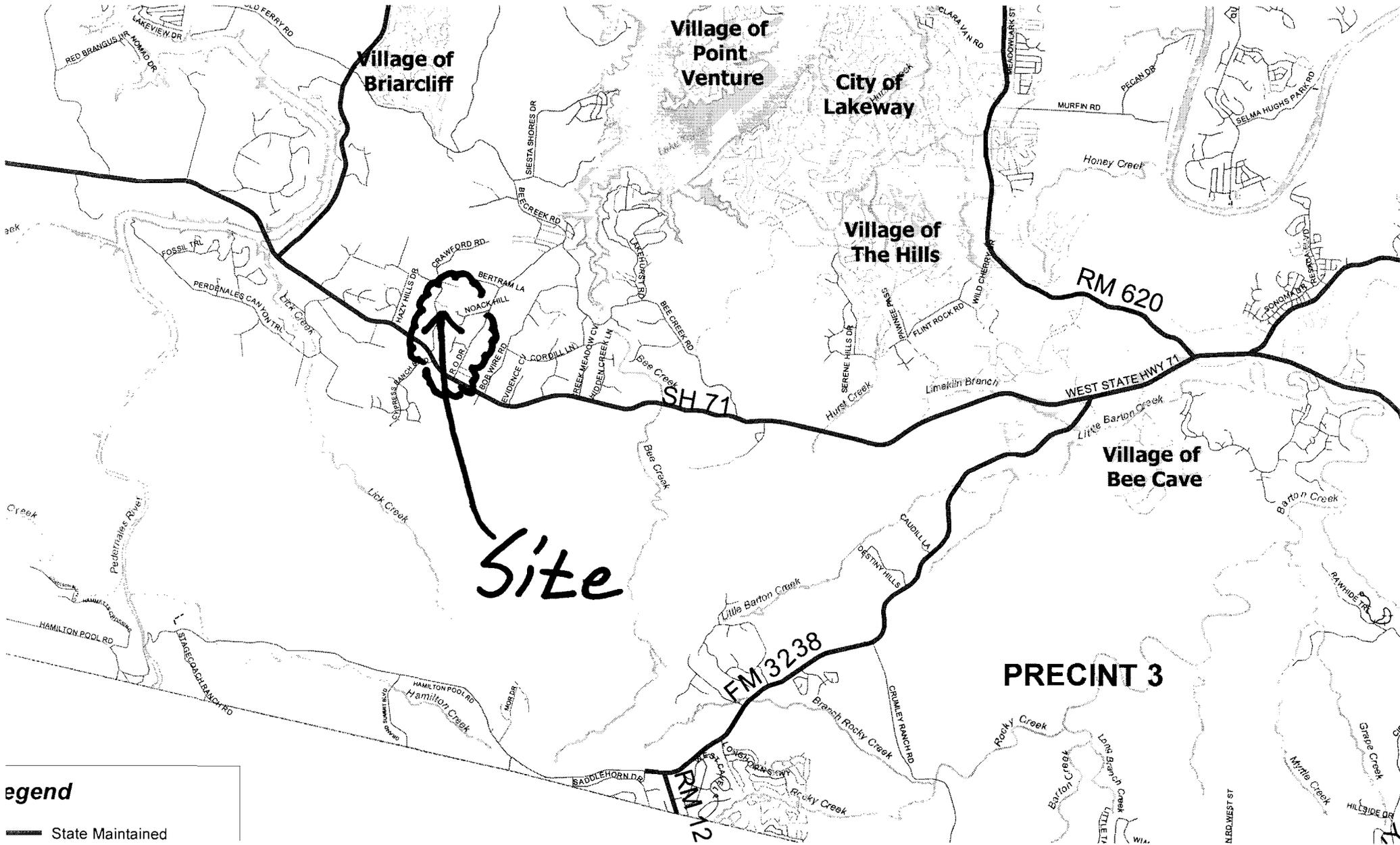
DEVELOPER INFORMATION:

OWNER:	SHARON A. SELIGMAN 4005 CRAWFORD RD. SPICEWOOD, TX 78669 (512) 264-1266	ENGINEER:	DAVID J. REID, P.E. #79858 HOWARD ENGINEERS, INC. 4303 RUSSELL DRIVE AUSTIN, TX 78704 (512) 448-0881
ELECTRIC:	FEDERNALES ELECTRIC COOPERATIVE P.O. BOX 1 JANESVILLE CITY, TX 78636 (888) 554-4732	SURVEYOR:	JESSE J. SHEEDY, P.L.S. #5600 MEAGUISS SURVEYING CO., INC. 1101 HWY 360 SOUTH, H-100 AUSTIN, TEXAS 78746 (512) 328-9302

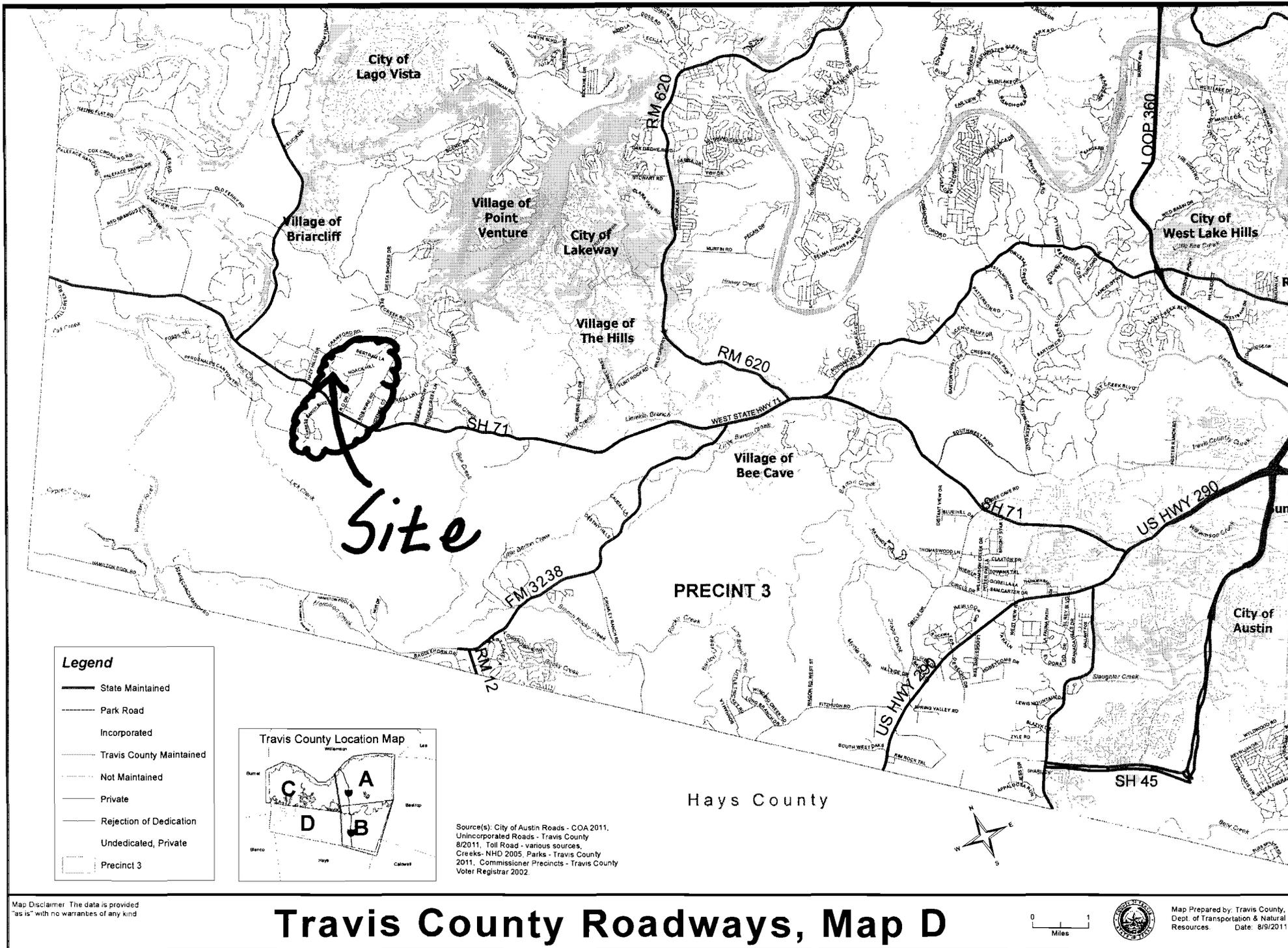


HOWARD ENGINEERS, INC.
4303 Russell Drive
Austin, Texas 78704
Phone: (512) 448-0881
Fax: (512) 448-0889
Email: djar@howardengineers.com

McAnGIS SURVEYING CO., INC.
1101 HIGHWAY 360 SOUTH
BUILDING H, SUITE 100
AUSTIN, TEXAS 78746
(512) 328-9302

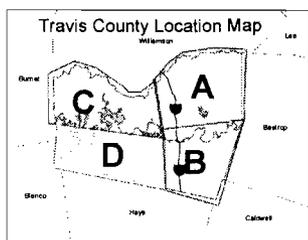


Legend
— State Maintained



Legend

- State Maintained
- - - Park Road
- Incorporated
- Travis County Maintained
- - - Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



Source(s): City of Austin Roads - COA 2011,
 Unincorporated Roads - Travis County
 8/2011, Toll Road - various sources,
 Creeks - NHD 2005, Parks - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.



Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 8/9/2011

Travis County Roadways, Map D

Map Disclaimer: The data is provided
 "as is" with no warranties of any kind



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By: Steve Sun **Phone #:** 854-4660

Division Director/Manager: Steve Sun P.E., Engineering Division Manager

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on TNR's request to use up to \$500,000 of 2001 Bond. Precinct Two projects savings for engineering services and construction costs for the Quinlan Park Road Improvements project.

BACKGROUND/SUMMARY OF REQUEST:

TNR Public Works initially reviewed the SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small projects (RFQ# Q110243-LP). The proposed project improvements are widening of Quinlan Park Road between Bella Mar and Tierra Grande, approximately 1,800 feet long. The result of this evaluation determined that RW Armstrong is the most qualified firm for this assignment.

TNR staff has now completed its negotiation with RW Armstrong and, by another agenda request through the purchasing office, will request Commissioners Court approval of entering into a Professional Service Agreement with this consultant to perform necessary professional engineering services. Total project cost estimate including engineering services, approximately \$93,328.08, and construction cost is \$500,000.

STAFF RECOMMENDATIONS:

TNR recommends using up to \$500,000 of 2001 Bond Precinct Two projects savings for engineering services and construction costs for the Quinlan Park Road Improvements project.

ISSUES AND OPPORTUNITIES:

Quinlan Park Road is a 2-lane road at the newly constructed River Ridge Elementary School. A center turn lane is needed to relieve traffic congestions during morning and afternoon peak hours. As requested by the community, TNR is scheduling to have the construction done during the school summer break provided that the design can be done in a timely fashion and weather is cooperating during the construction.

FISCAL IMPACT AND SOURCE OF FUNDING:

Total project cost of \$500,000 for Quinlan Park Road Improvements is available from the 2001 Bond Precinct Two projects savings in funds 460 (\$28,037) and 508 (\$471,963).

A summary of the 2001 bond savings by precinct is attached.

ATTACHMENTS/EXHIBITS:

2001 Bond Savings

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jessica Rio		PBO	
Chris Gilmore		Attorney's Office	

CC:

Steve Sun		TNR	
Miguel Villarreal		TNR	
David Greear		TNR	
Donna Williams-Jones		TNR	

: :

TRAVIS COUNTY - TNR
SUMMARY OF 2001 BOND PROGRAM SAVINGS (for road & bridge projects)

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BOND SAVING REPORTS\FY 2011 Reports\2001 Bond Savings Jun2011.xls\2001 Bond Program Savings

Project	Pct	Program	Surplus Amount	On Hold Pending Project Completion	Notes
Littig Road Bridge #151	1	2001	\$ 32,858	\$ -	Court to determine project allocation
Littig Road Bridge #152	1	2001	\$ 69,360	\$ -	Court to determine project allocation
Old Manor Bridge #112	1	2001	\$ 151,465	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Old Manor Bridge #113	1	2001	\$ 1,612,012	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Dunlap Bridge #168	1	2001	\$ 128,466	\$ -	Court to determine project allocation
Blake Manor Rd	1	2001	\$ 290,886	\$ -	Court to determine project allocation
Admin Savings Prop 1	1	2001	\$ 700,878	\$ -	Court to determine project allocation
		Subtotal	\$ 2,985,925	\$ -	
Anderson Mill Rd Spicewood to RM 620	2	2001	\$ -	\$ -	Court to determine project allocation
Anderson Mill Rd City Limit/Cypress Creek	2	2001	\$ 31,585	\$ -	Court to determine project allocation
Anderson Mill Rd Cypress to FM1431	2	2001	\$ 277,020	\$ -	Court to determine project allocation
Anderson Mill Rd RM 620 to Cedar Park City Limit	2	2001	\$ 1,620,000	\$ -	Funds Transferred to TX DoT, Court can determine project allocation since TX DoT agreement was for a fixed amount
Heatherwilde/Wells Branch Pkwy	2	2001	\$ 97,360	\$ -	Court to determine project allocation
Wells Branch Pkwy	2	2001	\$ 252,755	\$ -	Phase I of construction complete
Pflugerville Rd East Design	2	2001	\$ 45,299	\$ -	
Grand Ave. Pkwy	2	2001	\$ 1,172,897	\$ -	Court to determine project allocation
Admin Savings Prop 1	2	2001	\$ 732,639	\$ -	Court to determine project allocation
		Subtotal	\$ 4,229,555	\$ -	
Hudson Bend	3	2001	\$ -	\$ -	Court approved using \$32,110 of savings for Bee Creek Road
Westbank Drive	3	2001	\$ 389,692	\$ -	Court to approved using \$278,282 for design of Bee Creek Road project
Flint Rock/Serene Hills	3	2001	\$ -	\$ -	Requesting to Apply \$389,692 to Quinlan Park Road Improvements
Travis Cook (Barton Creek)	3	2001	\$ 480,852	\$ -	Court to determine project allocation
General Williams	3	2001	\$ 113,737	\$ -	Court to determine project allocation
Cedar Valley Fitzhugh	3	2001	\$ 200,302	\$ -	Court to determine project allocation
Admin Savings Prop 1	3	2001	\$ 517,515	\$ -	Court to determine project allocation
		Subtotal	\$ 1,702,097	\$ -	
Perkins/Mozelle Drainage	4	2001	\$ 217,215	\$ -	Court to determine project allocation, Court approved applying savings as needed to McKinney Falls Pkwy Project and remaining design for McKinney Falls Pedestrian Way
Elroy Road	4	2001	\$ 100,276	\$ -	Court to determine project allocation, Court approved applying portion of savings to McKinney Falls Pkwy Project
FM 973 Pedestrian Way	4	2001	\$ 130,000	\$ -	Project terminated, Court to determine project allocation
Admin Savings Prop 1	4	2001	\$ 72,415	\$ -	Court to determine project allocation, Court approved applying savings to McKinney Falls Pkwy Project
		Subtotal	\$ 519,906	\$ -	519,906
Overall Total			\$ 9,437,482	\$ -	9,437,482



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: David A. Salazar, 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on the Cooperative Agreement between The Children's Partnership of the Office of Children Services Division, Travis County Health and Human Services and Veterans Service, and the Office of Program Coordination for Children and Youth, Texas Health and Human Services Commission-Community Demonstration for System of Care Expansion-Achieving Successful Systems Enriching Texas (ASSET).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Since the Court first approved acceptance of the grant and implementation of the System of Care Model for Travis County in 1998, the programs have provided an array of services throughout the Travis County communities by partnering and sharing the tenets of the System of Care model for service delivery. All partners are trained on this philosophy and Travis County has been a leader of this endeavor. The model is promising practice which has proven to be effective in addressing the complex needs and opportunities that our families face. This is an excellent opportunity to continue to have a lead role in shaping the model on a statewide level. Travis County's System of Care programs under the Office of Children's Services has received National recognition and has been invited to present at National conferences such as the National Conference on Substance Abuse, Child Welfare, and the Courts (September 2011) and the National Conference on the Prevention of Child Abuse (April 2012).

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

STAFF RECOMMENDATIONS:

As a follow-up to action taken by the Court during its January 10, 2012 Voting Session, Staff recommends approval of the Cooperative Agreement between the Office of Program Coordination for Children and Youth of the Texas Health and Human Services Commission and The Children's Partnership of the Office of Children Services Division, Travis County Health and Human Services and Veterans Service and authorize the County Judge to sign the proposed cooperative agreement (attached) on behalf of the Court.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
And VETERANS SERVICE
502 E. Highland Mall Blvd
P. O. Box 1748
Austin, Texas 78767**

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

DATE: February 13, 2012

TO: Members of the Travis County Commissioners Court

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

SUBJECT: The Children's Partnership has been named a Community Expansion Site for System of Care Expansion-Achieving Successful Systems Enriching Texas (ASSET).

Proposed Motion:

Consider and Take Appropriate Action on the Cooperative Agreement between The Children's Partnership of the Office of Children Services Division, Travis County Health and Human Services and Veterans Service, and the Office of Program Coordination for Children and Youth, Texas Health and Human Services Commission-Community Demonstration for System of Care Expansion-Achieving Successful Systems Enriching Texas (ASSET).

Summary and Staff Recommendations:

Staff recommends approval of the Cooperative Agreement between the Office of Program Coordination for Children and Youth of the Texas Health and Human Services Commission and The Children's Partnership of the Office of Children Services Division, Travis County Health and Human Services and Veterans Service.

Budgetary and Fiscal Impacts:

Approving this action will not increase Travis County's budget. The Cooperative Agreement does not include the receipt of any funding nor does it obligate funding from the County.

Issues and Opportunities:

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), requests that communities that have been selected to partner with and collaboratively work on and support a service delivery approach within a System of Care framework for children and youth with complex mental health needs and their families sign a Cooperative Agreement. As a selected community the Children's Partnership will be agreeing to receive in-state and national technical assistance to demonstrate System of Care practices that may be used to develop an overall strategic plan for statewide expansion of System of Care. The Cooperative Agreement outlines the following responsibilities of The Children's Partnership:

1. Actively participate in the statewide planning and implementation of wraparound training in partnership with the ASSET Team and the National Wraparound Initiative.
2. Participate in ASSET webinars as scheduled by the ASSET Team.
3. Participate in implementation steps toward strengthening youth involvement and development within the community.
4. Participate in one or more focus groups or individual interviews with ASSET Team Leaders for the purpose of assessing and strengthening TCP's governance structure.
5. Work with the ASSET Team in strategies to strengthen TCP's governance structure.
6. Develop a community communication plan in partnership with the ASSET Team.
7. Participate in one or more focus groups or individual interviews to inform statewide strategic planning activities of the ASSET Team.
8. Participate in efforts to document and evaluate changes in community implementation of SOC.

The ASSET Team which is a partnership between Texas Health and Human Services Commission and the Center for Social Work Research at The University of Texas at Austin agrees to the following:

1. Assess strengths, opportunities for improvement and develop recommended strategies for strengthening TCP's governing body. Facilitate agreements among community, state and national consultants for targeted technical assistance within a System of Care framework to be delivered to TCP and their community partners to improve the community infrastructure to more effectively serve children and youth with complex mental health needs and their families.
2. Negotiate contractual agreement(s) with the National Wraparound Initiative and the Department of State Health Services to construct a statewide wraparound plan that includes development of an in-state coaching component.
3. Assist with the development of a community communication plan with an identified TCP point of contact.
4. Provide targeted feedback on any evaluation activities to facilitate decision making and/or quality improvement.

Authority to conduct this demonstration is through a federal grant project through the Center for Mental Health Services, Substance Abuse and Mental Health Services Administration (SAMHSA) grant opportunity #SM-11-008.

This opportunity will also allow the Travis County System of Care to enhance our current practices for the children, youth and families served by the Travis County System of Care Initiatives. It will further allow us the opportunity to participate in the potential development of a System of Care statewide and ensure that our experience and expertise is utilized to shape future services that could impact the citizens of Travis County.

The current System of Care management team will integrate the responsibilities of this Cooperative Agreement into their existing duties and the requirements and complementary to their current work assignments and positions.

Background:

The Children's Partnership, a SAMHSA funded community from 1998-2005, is the sustained organization leading the Travis County System of Care community. The Children's Partnership focuses primarily on providing services to children and youth with complex needs and their families, particularly children and adolescents with serious emotional disturbances (SED) and on "changing the way business is done" in child , youth, and family serving organizations. The Children's Partnership is committed to expanding Systems of Care efforts and promoting the wraparound approach to culturally appropriate, community based and family driven service delivery, as a means to achieving mental health transformation that will result in long-term recovery and success for our communities' children, youth, and families. The other Travis County System of Care initiatives are: TRIAD, Child Protective Services Reintegration Project (CRP), Community for Partners Bridge Coordination (CPC Bridge Services), Youth and Family Assessment Center – Communities in Schools Care Coordination (YFAC-CIS), and Family Support Services (YFAC-FSS). Through the TCSOC initiatives, we serve approximately 200 families a year whose children and youth are experiencing significant challenges. TCSOC management staff oversees the structure, flexible funding, access and service delivery. The Travis County System of Care has been in existence for 13 years and originated with a federal grant in 1998. The Commissioner's Court has supported the System of Care Initiatives throughout that period.

cc: Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga-Bussey, Director, Office of Children's Services

**System of Care Expansion – Achieving Successful Systems Enriching Texas (ASSET)
Community Expansion Site**

Between The Children’s Partnership (TCP) of the Office of Children Services Division, Travis County Health and Human Services and Veteran Services and the Office of Program Coordination for Children and Youth, Texas Health and Human Services Commission (HHSC)

This document describes the agreement between The Children’s Partnership (TCP) of the Office of Children Services Division, Travis County Health and Human Services and Veteran Services, and the Office of Program Coordination for Children and Youth, Texas Health and Human Services Commission (HHSC) in partnership with the Center for Social Work Research at The University of Texas at Austin hereafter referred to as the “ASSET Team.” This agreement outlines roles and responsibilities of each party in supporting a community expansion site for the statewide system of care plan.

The objective of this agreement is to provide a clear expectation of state and community roles and responsibilities toward supporting a service delivery approach within a System of Care framework for children and youth with complex mental health needs and their families. The period of this agreement is February 21, 2012 through September 29, 2012.

The Children’s Partnership (TCP) agrees to the following:

1. Actively participate in the statewide planning and implementation of wraparound training in partnership with the ASSET Team and the National Wraparound Initiative.
2. Participate in ASSET webinars as scheduled by the ASSET Team.
3. Participate in implementation steps toward strengthening youth involvement and development within the community.
4. Participate in one or more focus groups or individual interviews with ASSET Team Leaders for the purpose of assessing and strengthening TCP’s governance structure.
5. Work with the ASSET Team in strategies to strengthen TCP’s governance structure.
6. Develop a community communication plan in partnership with the ASSET Team.
7. Participate in one or more focus groups or individual interviews to inform statewide strategic planning activities of the ASSET Team.
8. Participate in efforts to document and evaluate changes in community implementation of SOC.

The ASSET Team agrees to the following:

1. Assess strengths, opportunities for improvement and develop recommended strategies for strengthening TCP’s governing body. Facilitate agreements among community, state and national consultants for targeted technical assistance within a System of Care framework to be delivered to TCP and their community partners to improve the community infrastructure to more effectively serve children and youth with complex mental health needs and their families.
2. Negotiate contractual agreement(s) with the National Wraparound Initiative and the Department of State Health Services to construct a statewide wraparound plan that includes development of an in-state coaching component.
3. Assist with the development of a community communication plan with an identified TCP point of contact.
4. Provide targeted feedback on any evaluation activities to facilitate decision making and/or quality improvement.

Agreed to in form by:

Sonia Hartman _____ Date
The Children’s Partnership
Sonia.Hartman@co.travis.tx.us
(512) 854-5022



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: David A. Salazar, 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on Proposed Amendment,
Ratification and Renewal of:

- 1) the Partnership Agreement Setting Forth the Functions, Responsibilities, Roles, and Relationships of the City of Austin, Travis County, and Workforce Solutions – Capital Area Workforce Board in Delivery of Workforce Development Services; and
- 2) the Interlocal Cooperation Agreement between the City of Austin and Travis County Setting forth the Relationship between the Chief Executive Officers and for the Establishment of a Local Workforce Development Board.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

State and Federal regulations require formal agreement between the City of Austin and Travis County to establish and maintain the local Workforce Development Board to administer state and federal funding for workforce development. The Partnership Agreement and associated Interlocal Cooperation Agreement were last updated in 2006. The last renewal term under this agreement is expiring. The attached amendments will provide for the automatic renewal of the 2006 Agreement for up to four (4) additional one-year periods, or through July 31, 2015. The City of Austin had previously approved, but not executed, the attached versions of these proposed agreements on July 28, 2011. Staff recommends approval of both items.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

STAFF RECOMMENDATIONS:

Staff recommends approval of proposed amendment, ratification and renewal of the Partnership Agreement and Interlocal Cooperation Agreement.

ISSUES AND OPPORTUNITIES:

This agreement is required for the continued operation of the local workforce development board. The board is responsible for administration of multiple state and federal funding streams for workforce development and early childhood services. In addition, other entities are frequently required to secure support from the board to pursue other funding from the US Department of Labor. As such, continuation of the Board is necessary to ensure continuation of significant funding for workforce services a various types across the County.

The central role for Travis County under this agreement is appointment of board members. The County Judge and Mayor of Austin, as the two Chief Elected Officials for the board area each appoint half of the board.

FISCAL IMPACT AND SOURCE OF FUNDING:

This item will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS&VS
(512) 854-4100
Fax (512) 279-1608

DATE: January 9, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Amend Partnership Agreement establishing Workforce Solutions – Capital Area Workforce Development Board.

Proposed Motion:

Approve amendments to:

- 1) the Partnership Agreement Setting Forth the Functions, Responsibilities, Roles, and Relationships of the City of Austin, Travis County, and Workforce Solutions – Capital Area Workforce Board in Delivery of Workforce Development Services and
- 2) the Interlocal Cooperation Agreement between the City of Austin and Travis County Setting forth the Relationship between the Chief Executive Officers and for the Establishment of a Local Workforce Development Board.

Summary and Staff Recommendations:

State and Federal regulations require formal agreement between the City of Austin and Travis County to establish and maintain the local Workforce Development Board to administer state and federal funding for workforce development. The Partnership Agreement and associated Interlocal Cooperation Agreement were last updated in 2006. The last renewal term under this agreement has expired and the City of Austin had previously approved, but not executed, the attached versions of these proposed agreements on July 28, 2011. The attached amendments will provide for the automatic

renewal of the 2006 Agreement for up to four (4) additional one-year periods, or through July 31, 2015. Staff recommends approval of both items.

Budgetary and Fiscal Impact:

There is no budgetary or fiscal impact on Travis County.

Issues and Opportunities:

This agreement is required for the continued operation of the local workforce development board. The board is responsible for administration of multiple state and federal funding streams for workforce development and early childhood services. In addition, other entities are frequently required to secure support from the board to pursue other funding from the US Department of Labor. As such, continuation of the Board is necessary to ensure continuation of significant funding for workforce services a various types across the County.

The central role for Travis County under this agreement is appointment of board members. The County Judge and Mayor of Austin, as the two Chief Elected Officials for the board area each appoint half of the board.

Background:

The first iteration of this agreement was required to establish the local workforce development board and has been renewed periodically, with the most recent taking place in 2006. This agreement will continue in effect through July 2015.

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF AUSTIN AND TRAVIS COUNTY
SETTING FORTH THE RELATIONSHIP BETWEEN
THE CHIEF EXECUTIVE OFFICERS AND FOR THE ESTABLISHMENT OF A
LOCAL WORKFORCE DEVELOPMENT BOARD**

This Amendment of Interlocal Cooperation Agreement ("Amendment") is entered into by and between the City of Austin, a municipal corporation and a political subdivision of the State of Texas ("City"), by and through its Chief Executive Officer, Lee Leffingwell, Mayor, and Travis County, a political subdivision of the State of Texas ("County") by and through its Chief Executive Officer, County Judge Samuel T. Biscoe.

RECITALS

WHEREAS, City and County were designated by the Governor of the State of Texas as a Local Workforce Development Area for the City of Austin/Travis County ("Area") for the planning and delivery of workforce development programs under the Workforce and Economic Competitiveness Act, Chapter 2308, GOVERNMENT CODE, V.T.C.A. ("WEC Act"), as amended, and

WHEREAS, City and County, through their respective CEO's, entered into an Agreement in 2006 to support and provide for the creation of a Local Workforce Development Board ("LWDB"), as provided for under the Act ("2006 Agreement"); and

WHEREAS, the Mayor of the City of Austin and the Travis County Judge are the chief elected officials ("CEOs") who represent units of general local government meeting the populations and representation requirements of the Area; and

WHEREAS, the CEOs represented in the Agreement and designated for the purpose of establishing a Local Workforce Development Board meet the requirements detailed in Title 40, Social Services and Assistance, Part XX, Texas Workforce Commission, Chapter 801, Local Workforce Development Boards, Part 801.1(d), as amended from time to time, and other applicable statutes;

NOW, THEREFORE, BE IT RESOLVED THAT WE THE UNDERSIGNED DO HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1.0 **Previous Agreements.** City and County agree that this Amendment applies to the 2006 Agreement which replaced previous agreements between the Parties related to this matter; and that the 2006 Agreement, as amended in this Amendment, acts to continue the ongoing work of the CEOs in supporting the creation and efforts of the Local Workforce Development pursuant to all applicable statutes.

2.0 **LWDB Appointment.** City and County agree to amend Section E, "LWDB Appointment" subsection 4, "Other Expertise," by deleting the current subsection 4 and substituting the following:

4. Other Expertise
 - a. At least one of the categories of representatives listed Section E.3 must have child care or early childhood education expertise.

- b. At least one of the categories of representatives listed in Section E.3 must:
 - (1) also be a veteran
 - (2) have served in federal armed forces, U.S. public health services, state military forces, or auxiliary service of one of the branches of the armed forces; with an honorable discharge; be actively engaged in veterans' affairs or services and maintain a policy or decision-making role as a voting member or officer in a veterans' organization or association.
 - (3) serve the interests of veterans as well as those in the other category capacity in which he/she serves.

3.0 **Other Changes.** City and County agree to amend the 2006 Agreement as necessary to reflect any and all changes in the Act and any other applicable laws, statutes, rules and regulations, including:

- 3.1 those changes related to veterans' services;
- 3.2 those changes related to foster youth;
- 3.3 those changes related to the Texas Open Meetings Act (TX. GOVT. CODE, Ch. 551);
- 3.4 all other changes and updates imposed by applicable laws, statutes, rules and regulations.

4.0 **Incorporation.**

4.1 City and County agree that all provisions of the 2006 Agreement not specifically changed in this amendment remain in full force and effect.

4.2 County and City hereby incorporate this Amendment into the 2006 Agreement and hereby incorporate the 2006 Agreement into this Amendment for the purposes of interpretation of both. Except for the changes made in this Amendment, County and City hereby ratify all terms and conditions of the 2006 Agreement as amended. The 2006 Agreement, with the changes made in this Amendment, constitutes the entire agreement between the parties and supersedes any prior undertaking or written or oral agreements or representations between the parties.

APPROVED THIS THE _____ DAY OF _____, 2011.

BY: _____
Samuel T. Biscoe, Travis County Judge

BY: _____
Lee Leffingwell, Mayor, City of Austin

**AMENDMENT OF AGREEMENT SETTING FORTH
THE FUNCTIONS, RESPONSIBILITIES, ROLES, AND RELATIONSHIPS OF
THE CITY OF AUSTIN, TRAVIS COUNTY, AND
WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD
IN DELIVERY OF WORKFORCE DEVELOPMENT SERVICES**

THIS AMENDMENT OF AGREEMENT ("Amendment") is entered into by and between Workforce Solutions - Capital Area Workforce Board ("Board"), the City of Austin, a municipal corporation and a political subdivision of the State of Texas ("City"), and Travis County, a political subdivision of the State of Texas ("County").

RECITALS

WHEREAS, the City and County were designated by the Governor of the State of Texas as a Local Workforce Development Area ("Area"); and

WHEREAS, the Texas Workforce and Economic Competitiveness Act, GOVT. CODE, Section 2308 et seq. ("Act") provides for the coordination of efforts in order to develop the most comprehensive, effective and efficient delivery of local workforce development services to residents of the Area; and

WHEREAS, pursuant to applicable laws, statutes, rules and regulations ("Laws"), it is necessary that the Board, the City, and the County ("Parties") enter into a partnership agreement setting forth the functions, responsibilities, roles and relationships of each party hereto, including the selection of a Grant Recipient/Fiscal Agent and Administrative Entity, and the procedures for the development of the local workforce development plan ("Plan"); and,

WHEREAS, City, County and Board entered into such agreement effective July 1, 2006 ("2006 Agreement").

NOW, THEREFORE, in consideration of the above premises, the Parties hereto agree to amend the 2006 Agreement setting forth functions, responsibilities, roles and relationships as follows:

1.0 STATUTORY AUTHORITY AND PURPOSE OF AGREEMENT

1.1 Statutory Authority. This Amendment is entered into pursuant to the Workforce and Economic Competitiveness Act, GOVT. CODE Section 2308 et seq. and all other applicable Laws, as amended from time to time.

2.0 TERM OF AGREEMENT

2.1 Extended Term. The Parties agree to amend Section 2.3, "Renewal Term," to provide for the automatic renewal of the 2006 Agreement for up to four (4) additional one-year periods, or through July 31, 2015. Written notice of termination prior to any renewal term shall be given by the terminating party to the other party at least ninety (90) days prior to the termination date.

3.0 BOARD

3.1 The Parties agree to amend Section 3.2, Roles and Responsibilities, by adding the following:

3.6 Additional Roles and Responsibilities. The Board acknowledges the additional responsibilities regarding services as required under amendments to the Laws in the following areas:

- (a) preferential services for veterans.

- (b) federal priority of services.
- (c) services to meet the needs of current and former foster youth.
- (d) development of the required MOU with the Texas Department of Family and Protective Services.
- (e) compliance with the Texas Open Meetings Act (TX. GOVT. CODE, Ch. 551).
- (f) other changes and updates as set forth in the Laws as amended.

4.0 CITY/COUNTY

4.1 The Parties agree to amend Section 4.3, "Board Appointment," as set forth in the Amendment to the Interlocal Cooperation Agreement Setting Forth the Relationship Between the Chief Elected Officials for the Establishment of a Local Workforce Development Board attached hereto as Exhibit "A" and incorporated herein.

5.0 INCORPORATION

5.1 City and County agree that all provisions of the 2006 Agreement not specifically changed in this amendment remain in full force and effect.

5.2 County and City hereby incorporate this Amendment into the 2006 Agreement and hereby incorporate the 2006 Agreement into this Amendment for the purposes of interpretation of both. Except for the changes made in this Amendment, County and City hereby ratify all terms and conditions of the 2006 Agreement as amended. The 2006 Agreement, with the changes made in this Amendment, constitutes the entire agreement between the parties and supersedes any prior undertaking or written or oral agreements or representations between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year next to their respective signatures.

CITY OF AUSTIN

BY: _____ Date: _____
Lee Leffingwell, Mayor

TRAVIS COUNTY

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

WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD

BY: _____ Date: _____
_____, Chairperson

EXHIBIT A

AMENDMENT TO INTERLOCAL AGREEMENT
(CITY OF AUSTIN AND TRAVIS COUNTY)



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Tina Morton 49005

Elected/Appointed Official/Dept. Head: Tina Morton

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO EDUCATE PUBLIC ON RECENTLY ENACTED LAW (TAX CODE SECTION 11.131) AND VOTER APPROVAL OF PROPERTY TAX EXEMPTION FOR THE SURVIVING SPOUSE OF A 100% DISABLED VETERAN.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

1. SPEAKERS: OLIE POPE, VETERANS SERVICES DIRECTOR, MARYA CRIGLER, TRAVIS COUNTY CHIEF APPRAISER, TINA MORTON, TAX ASSESSOR-COLLECTOR
2. TIMELINE OF 100% DISABLED VETERAN LEGISLATION / SURVIVING SPOUSE LEGISLATION
3. ATTORNEY GENERAL REQUEST FOR OPINION ON INTERPRETATION OF TAX CODE SECTION 11.131

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Timeline of Legislation Relating to Surviving Spouse of a 100% Disabled Veteran

Date	Event	Style	Ballot Language	Result
November 6, 2007	Constitutional Amendment Election	Proposition 9 – SJR 29	"The constitutional amendment authorizing the legislature to exempt all or part of the residence homesteads of certain totally disabled veterans from ad valorem taxation and authorizing a change in the manner of determining the amount of the existing exemption from ad valorem taxation to which a disabled veteran is entitled."	Approved by voters
November 3, 2009	Constitutional Amendment Election	HJR 36-1 – HB 3613	Relating to the determination of the market value of a residence homestead for ad valorem tax purposes on the basis of the property's value as a residence homestead and to an exemption from ad valorem taxation of the residence homesteads of certain totally disabled veterans and to the amount of the exemption from ad valorem taxation to which a disabled veteran is entitled based on disability rating.	Approved by voters
November 8, 2011	Constitutional Amendment Election	Proposition 1 – SJR 14	Proposing a constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a 100 percent or totally disabled veteran.	Approved by voters

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OCT 18 2011

OPINION COMMITTEE

FILE # ML-46843-11
I.D. # 46843

RQ-1005-GA

October 6, 2011

The Honorable Greg Abbott
Attorney General of Texas
209 W. 14th Street
Austin, Texas 78701

Dear General Abbott:

As chair of the House Defense and Veterans' Affairs Committee, I ask for your opinion regarding the following questions:

1. Assuming that the constitutional amendment proposed by S.J.R. No. 14, 82nd Legislature, Regular Session, 2011, is approved by the voters, would the surviving spouse of a disabled veteran who died before January 1, 2012, and who qualified for an exemption under Section 11.131(b), Tax Code, at the time of death qualify in 2012 and subsequent tax years for the exemption authorized by that constitutional amendment if the spouse otherwise meets the requirements for the exemption?

2. If a disabled veteran who qualified for an exemption under Section 11.131(b), Tax Code, in the 2011 tax year dies during that tax year, would the exemption continue in effect for the remainder of that tax year or would the exemption be prorated?

Section 1-b(i), Article VIII, Texas Constitution, authorizes the legislature by general law to exempt from ad valorem taxation all or part of the market value of the residence homestead of a disabled veteran who is certified as having a service-connected disability with a disability rating of 100 percent or totally disabled. Section 11.131, Tax Code, is the enabling legislation for that provision. That section provides that a disabled veteran who receives from the United States Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from ad valorem taxation of the total appraised value of the veteran's residence homestead.

S.J.R. No. 14, 82nd Legislature, Regular Session, 2011, proposes to amend Section 1-b, Article VIII, Texas Constitution, by adding Subsections (j) and (k). Subsection (j) authorizes the legislature by general law to provide that the surviving spouse of a 100 percent or totally disabled veteran who qualified for an exemption in accordance with Subsection (i) of that section from ad valorem taxation of all or part of the market value of the disabled veteran's residence

The Honorable Greg Abbott
October 6, 2011
Page 2

homestead when the disabled veteran died is entitled to an exemption from ad valorem taxation of the same portion of the market value of the same property to which the disabled veteran's exemption applied if the surviving spouse has not remarried since the death of the disabled veteran, the property was the residence homestead of the surviving spouse when the disabled veteran died, and the property remains the residence homestead of the surviving spouse. Subsection (k) of that section authorizes the legislature by general law to provide that a surviving spouse who qualifies for an exemption in accordance with Subsection (j) of that section may transfer the exemption to a subsequently qualified homestead if the surviving spouse meets certain requirements. S.J.R. No. 14 provides that Sections 1-b(j) and (k), Article VIII, Texas Constitution, take effect January 1, 2012, and apply only to a tax year beginning on or after that date.

Chapter 1222 (S.B. No. 516), Acts of the 82nd Legislature, Regular Session, 2011, is the enabling legislation for the constitutional amendment proposed by S.J.R. No. 14. The act amends Section 11.131, Tax Code, by adding Subsections (c) and (d). Subsection (c) provides that the surviving spouse of a disabled veteran who qualified for an exemption under Subsection (b) when the disabled veteran died is entitled to an exemption from ad valorem taxation of the total appraised value of the same property to which the disabled veteran's exemption applied if the surviving spouse has not remarried since the death of the disabled veteran, the property was the residence homestead of the surviving spouse when the disabled veteran died, and the property remains the residence homestead of the surviving spouse. Subsection (d) authorizes a surviving spouse who qualifies for an exemption under Subsection (c) to transfer the exemption to a subsequently qualified property in certain circumstances. The act provides that Section 11.131, Tax Code, as amended by the act, applies only to a tax year beginning on or after January 1, 2012, and that the act takes effect January 1, 2012, but only if the proposed constitutional amendment is approved by the voters.

While the transitional provisions of S.J.R. No. 14 and S.B. No. 516 provide that the amendments to the constitution and the Tax Code made by those enactments take effect January 1, 2012, and apply only to tax years beginning on or after that date, they do not expressly require that a disabled veteran have died on or after January 1, 2012, for the surviving spouse of the disabled veteran to receive a residence homestead exemption under Section 11.131, Tax Code, for the 2012 tax year or a subsequent tax year. Nevertheless, it has been argued that a disabled veteran must have died on or after that date for the disabled veteran's surviving spouse to be eligible for the exemption. Is it clear that the surviving spouse of a disabled veteran who received a residence homestead exemption under Section 11.131, Tax Code, would be eligible for the exemption if the disabled veteran died before January 1, 2012, or would the law need to be clarified if that were the legislative intent?

Section 11.42, Tax Code, provides that, in general, eligibility for and the amount of an exemption authorized by Chapter 11 of that code for any tax year are determined by a claimant's qualifications on January 1 and that a person who does not qualify for an exemption on January 1 of any year may not receive the exemption that year. Section 26.10, Tax Code, provides for

The Honorable Greg Abbott
October 6, 2011
Page 3

prorating certain exemptions if the exemption terminates during the year. However, Subsection (a) of that section does not apply to residence homestead exemptions, and, while Subsection (b) of that section applies in part to a residence homestead exemption for a disabled individual, that subsection applies only to an individual whose exemption terminates during a tax year and who qualifies a different property for a residence homestead exemption for an individual 65 years of age or older or a residence homestead exemption for a disabled individual during the same year. That section does not appear to currently apply to a residence homestead exemption under Section 11.131, Tax Code, that terminates during a tax year because the disabled veteran who received the exemption died.

Chapter 597 (S.B. No. 201), Acts of the 82nd Legislature, Regular Session, 2011, amends Section 11.42, Tax Code, to provide that a person who qualifies for an exemption under Section 11.131 of that code after January 1 of a tax year may receive the exemption for the applicable portion of that tax year immediately on qualification for the exemption. The act also amends Section 26.10, Tax Code, to provide for prorating a residence homestead exemption under Section 11.131 of that code if the appraisal roll shows that the exemption terminated during the year. Finally, the act amends Chapter 26, Tax Code, by adding Section 26.1125, which provides for prorating an exemption under Section 11.131 of that code if a person qualifies for the exemption after the beginning of a tax year. The act takes effect January 1, 2012, and applies only to an ad valorem tax year that begins on or after the effective date of the act.

Under S.B. No. 201, if a disabled veteran who received a residence homestead exemption under Section 11.131, Tax Code, died in 2012 or a subsequent tax year, the exemption applicable to the homestead would be prorated for that year. However, is it clear under current law that if the veteran died in 2011 the exemption would continue in effect for the remainder of the 2011 tax year and would not be prorated?

Thank you in advance for your consideration of this matter. Please do not hesitate to contact me if you need any additional information regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe C. Pickett", written in a cursive style.

Joe C. Pickett
State Representative
Chair, House Defense and
Veterans' Affairs Committee



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012, 9:00AM Voting Session

Prepared By/Phone Number: Janice Rosemond, Auditor's Office, 854-8824

Elected/Appointed Official/Dept. Head: Susan Spataro, Travis County Auditor

Commissioners Court Sponsor: Commissioner Karen Huber

AGENDA LANGUAGE: Receive Fiscal Year 2010 financial audit reports for Emergency Services District #10

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attachments

STAFF RECOMMENDATIONS:

Please approve

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Auditor's Office	Nicki Riley 854-9125
Auditor's Office	Susan Spataro 854-9125
Commissioner Pct 3 Office	Karen Huber 854-9333

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Commissioners Court

From: Nicki Riley, Chief Assistant County Auditor 

Date: February 13, 2012

Re: ESD Audit Reports

Texas Health and Safety Code Chapter 775.082 requires all Emergency Services Districts to submit an audit report to the Commissioners' Court by June 1 of each year. The following ESD has submitted their audited financial statements to the County for fiscal year 2010 which was due June 1, 2011. A copy of the report is attached. We have reviewed this audit report and are requesting for it to be placed on the agenda to be formally received by the Commissioners' Court. The agenda request is included for the report listed below.

<u>Emergency Services District</u>	<u>Precinct</u>	<u>Fiscal Year</u>
No. 10	3	2010

Please do not hesitate to call me at ext. 49125 if you have any questions.



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TRAVIS COUNTY
AUDITORS OFFICE

Montemayor Hill & Company, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

**TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT #10**

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

NINE MONTHS ENDED SEPTEMBER 30, 2010



Montemayor Hill & Company, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Board of Fire Commissioners
Travis County Emergency Services District #10

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of the governmental activities and general fund of the Travis County Emergency Services District #10 (District) as of and for the nine months ended September 30, 2010, which collectively comprise the District's basic financial statements. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on the audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and general fund of the District as of September 30, 2010 and the changes in financial position for the nine months then ended, in conformity with accounting principles generally accepted in the United States of America.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 2 through 5 and the budgetary comparison information and on page 13 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

27 January 2012
Austin, Texas

Montemayor Hill & Company, P.C.

3001 SOUTH LAMAR BOULEVARD
SUITE 320
AUSTIN, TEXAS 78704
PHONE: 512.442.0380
FAX: 512.442.0817
www.montemayorhill.com

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10 MANAGEMENT'S DISCUSSION AND ANALYSIS

The following is a narrative overview and analysis of the financial activities of the Travis County Emergency Services District #10 ("the District") for the nine months ended September 30, 2010. Please read it in conjunction with the District's financial statements, which follow this section.

Financial Highlights

- The District's property tax rate remained at 10¢ per \$100 of assessed valuation for the nine months ended September 30, 2010. The statutory limit, as established by the State of Texas constitution, is 10¢ per \$100 of assessed valuation.
- The District incurred a net decrease to the fund balance of \$969,562. The decrease was primarily a result of the timing of tax assessments. The District changed its year-end to September 30 from December 31, and as taxes are assessed October 1, there was no tax revenue for the current nine months ending September 30, 2010.
- Current assets decreased \$949,947, due primarily to a \$607,405 reduction in current taxes receivable as well as a \$550,543 reduction in cash balances.
- Capital assets decreased by \$146,897, depreciation expense for the nine months ended September 30, 2010.
- The District's capital lease balance decreased by \$158,137 as a result of principal payments.
- Payments made to Ce-BAR for contracted services were \$774,000 for the nine months ended September 30, 2010.

Overview of the Financial Statements

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The *basic financial statements* include two kinds of statements that present different views of the District. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private sector business reporting on a full accrual basis of accounting.

The *Statement of Net Assets* presents information on all of the District's assets and liabilities, with the difference between the two reported as net assets. Increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District has improved or deteriorated.

The *Statement of Activities* presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods (example: uncollected property taxes).

Because the District's principal source of revenue is property taxes, the government-wide financial statements are grouped into one function that is supported by taxes (governmental activities).

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
MANAGEMENT'S DISCUSSION AND ANALYSIS**

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control and account for resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal or contractual requirements. The District has one fund, the General Fund.

Governmental Funds: The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on current fiscal year cash inflows and outflows, as well as balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating the District's recent financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's recent financing decisions. Both the Governmental Fund balance sheet and the Governmental Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between Governmental Fund and government-wide financial statements.

Government-Wide Financial Analysis

Net assets may serve as a useful indicator of the District's financial position. The District's net assets (assets less liabilities) were \$749,669 as of the nine months ended September 30, 2010. Capital assets, net of depreciation and related debt, accounted for \$362,980 or 48% of the total net assets. Capital assets reflect the large investments in facilities and equipment that are necessary to provide adequate fire suppression services to the community. The remaining balance of net assets of \$386,689 is unrestricted and available to meet the District's ongoing obligations to citizens and creditors. Governmental activities account for all of the changes in net assets at the government-wide reporting level because the District engages in no business-type activities. The tables below summarize the financial position of the District at September 30, 2010 and December 31, 2009, and the results of operations for the nine months ended September 30, 2010 and the year ended December 31, 2009.

<u>Assets</u>	<u>9/30/2010</u>	<u>12/31/2009</u>
Current assets	\$372,068	\$1,322,015
Non current and capital assets	<u>1,565,771</u>	<u>1,709,004</u>
Total assets	<u>\$1,937,839</u>	<u>\$3,031,019</u>
<u>Liabilities</u>		
Current liabilities	\$174,928	\$165,814
Long-term debt	<u>1,013,242</u>	<u>1,145,974</u>
Total liabilities	<u>1,188,170</u>	<u>1,311,788</u>
Net assets:		
Invested in capital assets, net of debt	362,980	351,741
Unrestricted	<u>386,689</u>	<u>1,367,490</u>
Total net assets	<u>749,669</u>	<u>1,719,231</u>
Total liabilities and net assets	<u>\$1,937,839</u>	<u>\$3,031,019</u>

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
MANAGEMENT'S DISCUSSION AND ANALYSIS**

	<u>2010</u>	<u>2009</u>
<u>Revenues</u>		
Property taxes	\$ 0	\$1,318,839
Other income	5,865	3,565
Interest income	<u>2,294</u>	<u>4,941</u>
Total revenues	<u>8,159</u>	<u>1,327,345</u>
<u>Expenses</u>		
Contract funding - CeBAR	774,000	961,000
Depreciation	146,897	203,734
Interest expense	41,816	62,191
Other	<u>15,008</u>	<u>12,970</u>
Total expenses	<u>977,721</u>	<u>1,239,895</u>
Change in net assets	(969,562)	87,450
Net assets, beginning	<u>1,719,231</u>	<u>1,631,781</u>
Net assets, ending	<u>\$749,669</u>	<u>\$1,719,231</u>

Financial Analysis of the Governmental Fund

The focus of the District's Governmental Fund is to provide information on near-term inflows and outflows and on resource balances available for spending. Such information is useful in assessing the District's financing requirements. In particular, unreserved fund balance serves as a useful measure of the District's net resources available for spending at fiscal year-end.

During the fiscal year ending September 30, 2010, the District's only Governmental Fund was the General Fund, and it reported ending current assets of \$372,068, a decrease of \$893,785 from December 31, 2009. The total ending balance was unreserved and unencumbered, and it was available for spending at the District's discretion.

General Fund Budgetary Highlights

The General Fund an excess of expenditures over revenues of \$896,985. The reasons for the budget difference included the following:

- The District budgeted for calendar year ended December 31, 2010 and subsequent to approval of the budget, changed its fiscal year to September 30, 2010. The nine months ended September 30, 2010 does not include the October 1, 2010 tax assessment, and therefore, tax revenues earned for the nine months ending September 30, 2010, were \$1,145,503 under budget.
- The District budgets on a cash basis and depreciation expense is not budgeted for.
- Contract funding, debt service and other expenses were all less than budget due to expenses being for a nine month period rather than for the twelve months budgeted.

Capital Assets

The District's investment in capital assets at September 30, 2010, net of accumulated depreciation, totaled \$1,547,950. The current year decrease of \$146,897 represented depreciation expense.

**TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
MANAGEMENT'S DISCUSSION AND ANALYSIS**

Long-Term Debt

The District's long-term debt at September 30, 2010, net of the current portion, totaled \$1,013,242 for capital leases. The current portion of the long-term debt was \$171,728. Fire stations and equipment are pledged as collateral on the leases. Activity during the current nine months ended consisted of \$126,817 in principal payments made and interest expense of \$41,816.

Economic Factors, Future Years' Budgets and Tax Rates

The October 2010 tax assessment decreased by approximately 1% compared to the October 1, 2009 assessment. The tax rate of 10¢ per \$100 of assessed valuation for fiscal year 2010-2011 remained the same. The slight reduction in tax revenues is not expected to have a significant effect on services contracted with Ce-BAR.

Request for Information

This financial report is designed to provide a general overview of the finances of the Travis County Emergency Services District #10 for all parties with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Travis County Emergency Services District #10
353 Commons Road
Austin, TX 78733

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
STATEMENT OF NET ASSETS AND GOVERNMENTAL FUNDS BALANCE SHEET
SEPTEMBER 30, 2010

	<u>General Fund</u>	<u>Adjustments (Note 9)</u>	<u>Statement of Net Assets</u>
ASSETS			
Current assets:			
Cash	\$110,746		\$110,746
Contract advances and other receivables	<u>261,322</u>		<u>261,322</u>
	<u>372,068</u>		<u>372,068</u>
Property taxes receivable	17,821		17,821
Capital assets	<u>0</u>	1,547,950	<u>1,547,950</u>
	<u>\$389,889</u>		<u>\$1,937,839</u>
LIABILITIES			
Current liabilities:			
Accounts payable	\$3,200		\$3,200
Current portion of capital leases	<u>0</u>	171,728	<u>171,728</u>
	<u>3,200</u>		<u>174,928</u>
Noncurrent liabilities:			
Capital leases	0	1,013,242	1,013,242
Deferred property taxes	<u>17,821</u>	(17,821)	<u>0</u>
	<u>17,821</u>		<u>1,013,242</u>
	<u>21,021</u>		<u>1,188,170</u>
FUND BALANCES/NET ASSETS			
Fund balance - unrestricted	<u>368,868</u>	(368,868)	
	<u>\$389,889</u>	(389,889)	
NET ASSETS			
Invested in capital assets, net of debt			362,980
Unrestricted			<u>386,689</u>
			<u>749,669</u>
			<u>\$1,937,839</u>

The accompanying notes are an integral part of this financial statement presentation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS STATEMENT
OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2010

	<u>General Fund</u>	<u>Adjustments (Note 9)</u>	<u>Statement of Activities</u>
EXPENDITURES/EXPENSES			
Contract funding - CeBAR VFD	\$774,000		\$774,000
Debt service	168,633	(126,817)	41,816
Depreciation	0	146,897	146,897
Other	<u>15,008</u>		<u>15,008</u>
	<u>957,641</u>		<u>977,721</u>
REVENUE			
General revenue:			
Property taxes	52,497	(52,497)	0
Other income	5,865		5,865
Interest income	<u>2,294</u>		<u>2,294</u>
	<u>60,656</u>		<u>8,159</u>
Change in net assets	<u>(896,985)</u>		<u>(969,562)</u>
Beginning fund balance/net assets	1,336,171		1,687,912
Prior period adjustment	<u>(70,318)</u>		<u>31,319</u>
Beginning fund balance/net assets, restated	<u>1,265,853</u>		<u>1,719,231</u>
Ending fund balance/net assets	<u>\$368,868</u>		<u>\$749,669</u>

The accompanying notes are an integral part of this financial statement presentation.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION

The Travis County Emergency Services District #10 (District) is a governmental unit that collects property taxes from the citizens of Travis County and disburses funds to Ce-BAR Volunteer Fire Department (a non-profit corporation). The District is not included in any other reporting entity.

The District operates under the provisions of Chapter 775 of the Health and Safety Code and was created to provide fire fighting services as well as emergency medical response services to a particular geographic portion of western Travis County. Funding for the District is primarily through the collection of property taxes billed annually in October.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to U.S. generally accepted accounting principles applicable to governments promulgated by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The following is a summary of the significant accounting policies.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The District is considered a special purpose government under GASB Statement No. 34. This allows the District to present the required fund and government-wide statements in a single schedule. The requirement for fund financial statements to be prepared on the modified accrual basis of accounting is met with the "General Fund" column. An adjustment column includes those entries needed to convert to the full accrual basis government-wide statements. The Statement of Net Assets and the Statement of Activities are government-wide financial statements. They report information on all of the District's activities. The District services are supported primarily by property taxes. The Statement of Activities demonstrates how the District used revenue.

NET ASSETS

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers all revenues available if they are collectible within 60 days after year-end. Expenditures are recognized in the accounting period in which the liability is incurred. Interest and tax revenues associated with the current fiscal year are considered susceptible to accrual and have been recognized as revenues in the current fiscal year. All other revenue is considered measurable and available only when cash is received by the District.

ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

DEFERRED REVENUE

The District reported unearned deferred revenue in the Statement of Net Assets. Deferred revenues arise when potential revenue does not meet both the measurable and available criteria for recognition in the current period. In general, monies received within 60 days after year-end are considered to have been for prior year services.

SUBSEQUENT EVENTS

The District has evaluated subsequent events as of January 27, 2012, the date the financial statements were available to be issued.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 3: CAPITAL ASSETS

All capital assets are recorded at historical cost (or estimated historical cost) and updated for additions and retirements during the year. The District does not possess any infrastructure. Improvements are capitalized. The cost of normal repairs and maintenance that do not add to the value of the asset or materially extend the asset's life are recorded as expenses. Depreciation is calculated on a straight-line basis. Estimated useful lives are as follows:

Vehicles and equipment	10 years
Furniture and equipment	10 years
Building	39.5 years

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital assets not being depreciated:				
Land	<u>\$144,024</u>	<u>\$0</u>	<u>\$0</u>	<u>\$144,024</u>
Capital assets being depreciated:				
Vehicles and engines	1,449,749	0	0	1,449,749
Buildings	1,215,400	0	0	1,215,400
Equipment	457,671	0	0	457,671
Furniture and fixtures	60,167	0	0	60,167
Accumulated depreciation	<u>(1,632,164)</u>	<u>(146,897)</u>	<u>0</u>	<u>(1,779,061)</u>
Net assets being depreciated	<u>1,550,823</u>	<u>(146,897)</u>	<u>0</u>	<u>1,403,926</u>
	<u>\$1,694,847</u>	<u>(\$146,897)</u>	<u>\$0</u>	<u>\$1,547,950</u>

NOTE 4: PROPERTY TAXES

The District has the authority to levy a tax to a maximum of \$0.10 per \$100 of value. Ad valorem taxes are levied each October 1 on the assessed valuation of all taxable property in the District. The tax rate for the October 1, 2009 levy was \$0.10 per \$100 of value. Taxes are due upon receipt of the bill and are delinquent if not paid before the first day of January in the year following levy. On February 1 of each year, a tax lien attaches to the property to secure the payment of all taxes, penalties and interest ultimately imposed. Taxes are billed and collected by the Travis County Tax Assessor-Collector.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 5: RELATED PARTIES

The District executed a contract with Ce-BAR Volunteer Fire Department (Fire Department) in 2000. The agreement is effective for a period of ten years. The District agreed to fund the operations of the Fire Department quarterly, as funds are available, based on a budget for the Fire Department that is approved by the District. In exchange for the funding provided by the District, the Fire Department agreed to provide emergency services including fire fighting and first responder assistance to the geographic area served by the District. The District funded the Fire Department \$774,000 for services provided during the nine months ended September 30, 2010. Additionally, the District has funded an advance of \$258,000 to the Fire Department for services to be provided in fiscal year ended September 30, 2011.

NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts, theft and destruction of assets, errors and omissions, natural disasters, etc. The District maintains commercial insurance coverage for these types of risks.

NOTE 7: BUDGET VARIANCES

The District adopts an annual budget for the General Fund and amends the budget as needed during the year. The adopted budget for 2010 represents a budget for the twelve month 2010 calendar year. Subsequent to the adoption of the budget, the District changed its year-end to September 2010. The budget was not amended for the nine months ended September 30, 2010. Certain revenue and expenses were different than budgeted, due to a nine month year as opposed to a twelve month year, which resulted in a lower than budgeted fund balance.

NOTE 9: LONG-TERM DEBT

<u>Capital Leases</u>	<u>Original Issue</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Payments</u>	<u>Ending Balance</u>
Fire Station	\$1,162,671	2019	4.41%	\$810,512	\$0	\$56,205	\$754,307
Engine #1	334,206	2014	4.25%	167,936	0	25,818	142,118
Engine #2	325,182	2014	3.93%	153,856	0	25,326	128,530
Tanker	153,817	2015	3.93%	84,889	0	11,613	73,276
Brush Truck	<u>116,000</u>	2017	4.92%	<u>94,595</u>	0	<u>7,856</u>	<u>86,739</u>
	<u>\$2,091,876</u>			<u>\$1,311,788</u>	<u>\$0</u>	<u>\$126,818</u>	1,184,970
						Less Current	(171,728)
						Long-term	<u>\$1,013,242</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 9: LONG-TERM DEBT

Maturities:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2011	\$171,728	\$53,116	\$224,844
2012	179,815	45,129	224,944
2013	188,075	36,771	224,846
2014	166,688	28,115	194,803
2015	106,728	21,517	128,245
2016-2019	<u>371,936</u>	<u>34,076</u>	<u>406,012</u>
	<u>\$1,184,970</u>	<u>\$218,724</u>	<u>\$1,403,694</u>

The District's capital leases are secured by the underlying property and equipment financed. The capital lease agreements contain purchase options.

NOTE 9: ADJUSTMENTS TO CONVERT FUND STATEMENTS TO GOVERNMENT-WIDE

Unrestricted fund balance - governmental fund	\$368,868
Increase net assets for capital assets not reported in the governmental funds	1,547,950
Taxes receivables deferred in the fund financial statements and not in the government-wide financial statements	17,821
Capital lease liabilities not reported in the fund financial statements	<u>(1,184,970)</u>
Net assets - governmental activities	<u>\$749,669</u>
Net change in fund balance - governmental fund	(\$896,985)
Revenue recognized in the fund financial statements not reported in the governmental funds	(52,497)
Depreciation expense not recognized in the fund financial statements	(146,897)
Long-term debt principal payments recognized as expenditures in the fund financial statements	126,817
Change in net assets - governmental activities	<u>(\$969,562)</u>

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

NOTES TO FINANCIAL STATEMENTS

NOTE 10: PRIOR PERIOD ADJUSTMENT

Government-wide net assets were understated and capital lease liabilities were overstated by \$31,319 at December 31, 2009. A prior period adjustment was recorded to reflect this amount in the beginning net assets from the nine months ended September 30, 2010. The effect of this prior period adjustment had no effect on the change in net assets for the year ended December 31, 2009.

The fund balance of the General Fund was overstated at December 31, 2009 and general fund deferred revenue was understated by \$70,318. The net effect of this prior period adjustment was to decrease the change in net assets for the year ended December 31, 2009 by \$70,318.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #10

BUDGETARY COMPARISON - GENERAL FUND

NINE MONTHS ENDED SEPTEMBER 30, 2010

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$1,198,000	\$52,497	(\$1,145,503)
Interest and other	<u>5,000</u>	<u>8,159</u>	<u>3,159</u>
	<u>1,203,000</u>	<u>60,656</u>	<u>(1,142,344)</u>
EXPENDITURES			
Contract funding - CeBAR	961,000	774,000	187,000
Debt service	224,848	168,633	56,215
Other expenses	<u>16,682</u>	<u>15,008</u>	<u>1,674</u>
	<u>1,202,530</u>	<u>957,641</u>	<u>244,889</u>
REVENUES OVER EXPENDITURES	470	(896,985)	(897,455)
BEGINNING FUND BALANCE	<u>1,265,853</u>	<u>1,265,853</u>	<u>0</u>
ENDING FUND BALANCE	<u>\$1,266,323</u>	<u>\$368,868</u>	<u>(\$897,455)</u>

See independent auditor's report.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 21, 2012

Prepared By/Phone Number: Tracy J Miller | 512.854.6923

Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

Receive state required Racial Profiling Report for calendar year 2011 from the Travis County Sheriff's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached is the Tier 2 – Racial Profiling Report printed from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) website and back-up.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Sheriff Greg Hamilton | 512.854.9788 (Tracy J Miller 512.854.6923)

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name: TRAVIS CO. SHERIFF'S OFFICE
Reporting Date: 02/15/2012
TCLEOSE Agency Number: 453100
Chief Administrator: GREGORY M. HAMILTON
Agency Contact Information: Phone: 512.854.6923
Email: tracy.miller@co.travis.tx.us
Mailing Address:
TRAVIS CO. SHERIFF'S OFFICE
PO Box 1748
5555 Airport Blvd, Suite 300
Austin, TX 78767

This Agency filed a full report because:

Our agency chooses to fully report even though it qualifies for the partial exemption.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the TRAVIS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the TRAVIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the TRAVIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **GREGORY M. HAMILTON**

Chief Administrator

TRAVIS CO. SHERIFF'S OFFICE

Date: 02/15/2012

TRAVIS CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling Information

Gender:

1. **8199** Female
2. **13796** Male
3. **21995 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

4. **2516** African
5. **629** Asian
6. **12721** Caucasian
7. **5888** Hispanic
8. **211** Middle Eastern
9. **30** Native American
10. **21995 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

11. **975** Yes
12. **21020** No
13. **21995 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop:?

14. **2892** Violation of law other than traffic
15. **0** Pre-existing knowledge (i.e. warrant)
16. **13707** Moving Traffic Violation
17. **5396** Vehicle Traffic Violation (Equipment, Inspection or Registration)
18. **21995 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. **1283** Yes

20. **20712** No

21. **21995 Total**

Reason for search?

22. **503** Consent

23. **74** Contraband/evidence in plain sight

24. **468** Probable cause or reasonable suspicion

25. **25** Inventory search performed as result of
towing

26. **213** Incident to arrest/warrant

27. **1283 Total** (must equal line 19)

Contraband discovered?

28. **333** Yes

29. **950** No

30. **1283 Total** (must equal line 19)

Description of Contraband

31. **247** Illegal drugs/drug paraphernalia

32. **0** Currency

33. **10** Weapons

34. **0** Alcohol

35. **76** Stolen property

36. **0** Other

37. **333 Total** (must equal line 28)

Arrest result of stop or search:

38. **256** Yes

39. **21739** No

40. **21995 Total** (3, 10, 13, 18, 21, 40 and 51
must be equal)

Arrest based on:

- 41. **175** Violation of the Penal Code
- 42. **0** Violation of a Traffic Law
- 43. **0** Violation of City Ordinance
- 44. **81** Outstanding Warrant

Street address or approximate location of the stop:

- 45. **2045** City Street
- 46. **0** US Highway
- 47. **19950** County Road
- 48. **0** Private Property or Other

Written warning or a citation as a result of the stop:

- 49. **21366** Yes
- 50. **629** No

51. **21995 Total**

TRAVIS CO. SHERIFF'S OFFICE has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

I certify the analysis meets the above requirements.

Executed by: **GREGORY M. HAMILTON**

Chief Administrator

TRAVIS CO. SHERIFF'S OFFICE

Date: 02/15/2012

2011 Racial Profiling Report Tier 2 Report TCLEOSE

	Gender:	Total
Female		8,199
Male		13,796
Total		21,995

	Race or Ethnicity:	Total
African		2,516
Asian		629
Caucasian		12,721
Hispanic		5,888
Middle Eastern		211
Native American		30
Total		21,995

	Race or Ethnicity known prior to stop:	Total
Yes		975
No		21,020
Total		21,995

	Reason for stop:	Total
Violation of law other than traffic		2,892
Pre-existing knowledge (warrant)		0
Moving Traffic Violation (Hazardous)		13,707
Vehicle Traffic Violation (Equipment)		5,396
Total		21,995

	Search conducted:	Total
Yes		1,283
No		20,712
Total		21,995

	Reason for search:	Total
Consent		503
Contraband / evidence in plain sight		74
Probable cause or reasonable suspicion		468
Inventory search performed as result of towing		25
Incident to warrant / arrest		213
Total		1,283

	Contraband discovered:	Total
Yes		1,283
No		20,712
Total		21,995

Description of contraband:	Total
Illegal drugs / drug paraphernalia	247
Currency	0
Weapons	10
Alcohol	0
Stolen property	76
Other	0
Total	333

Arrest result of stop or search:	Total
Yes	256
No	21,739
Total	21,995

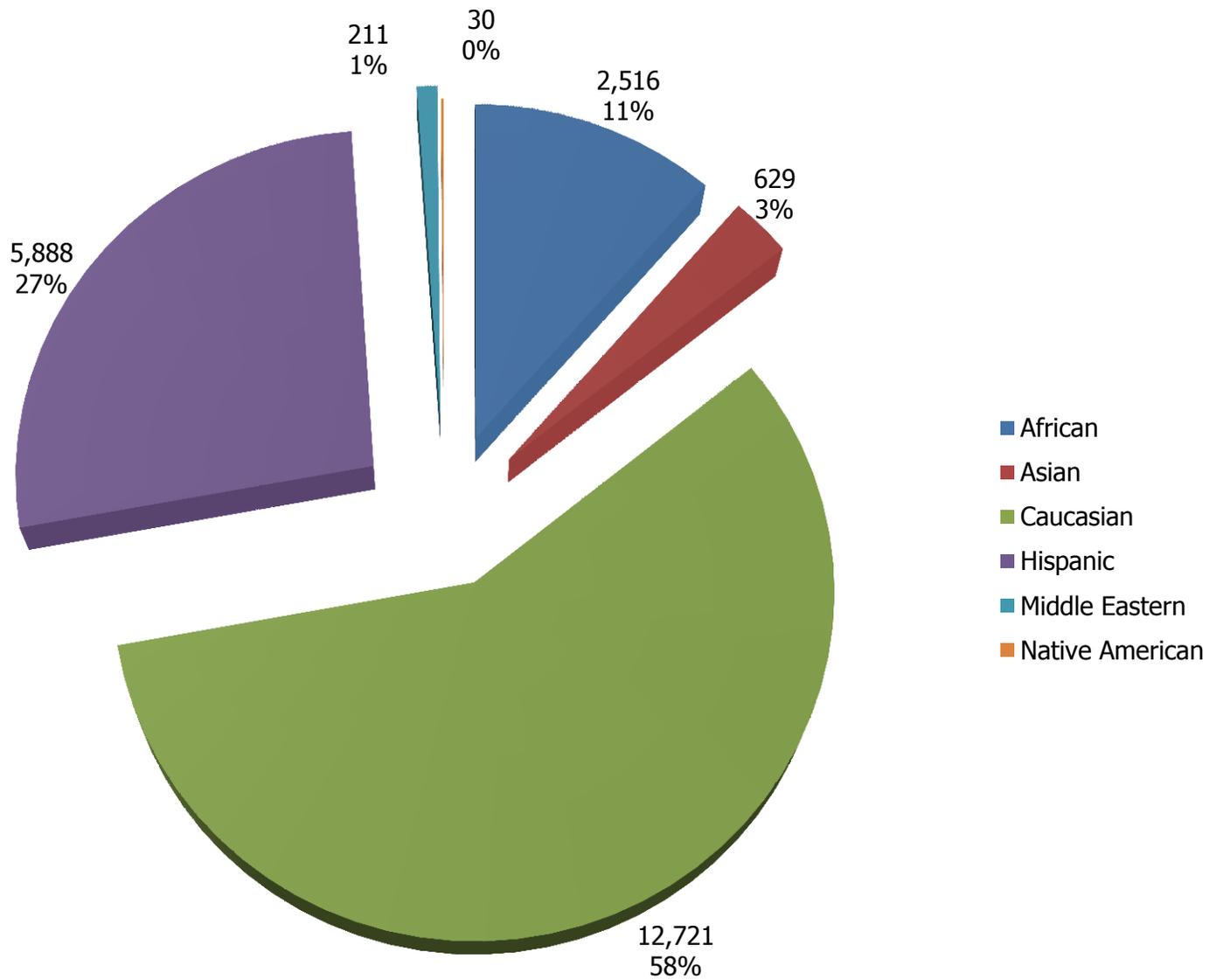
Arrest based on:	Total
Violation of the Penal Code	175
Violation of a Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	81
Total	256

Street address or approximate location of the stop:	Total
City Street	2,045
US Highway	0
County Road	19,950
Private Property or Other	0
Total	21,995

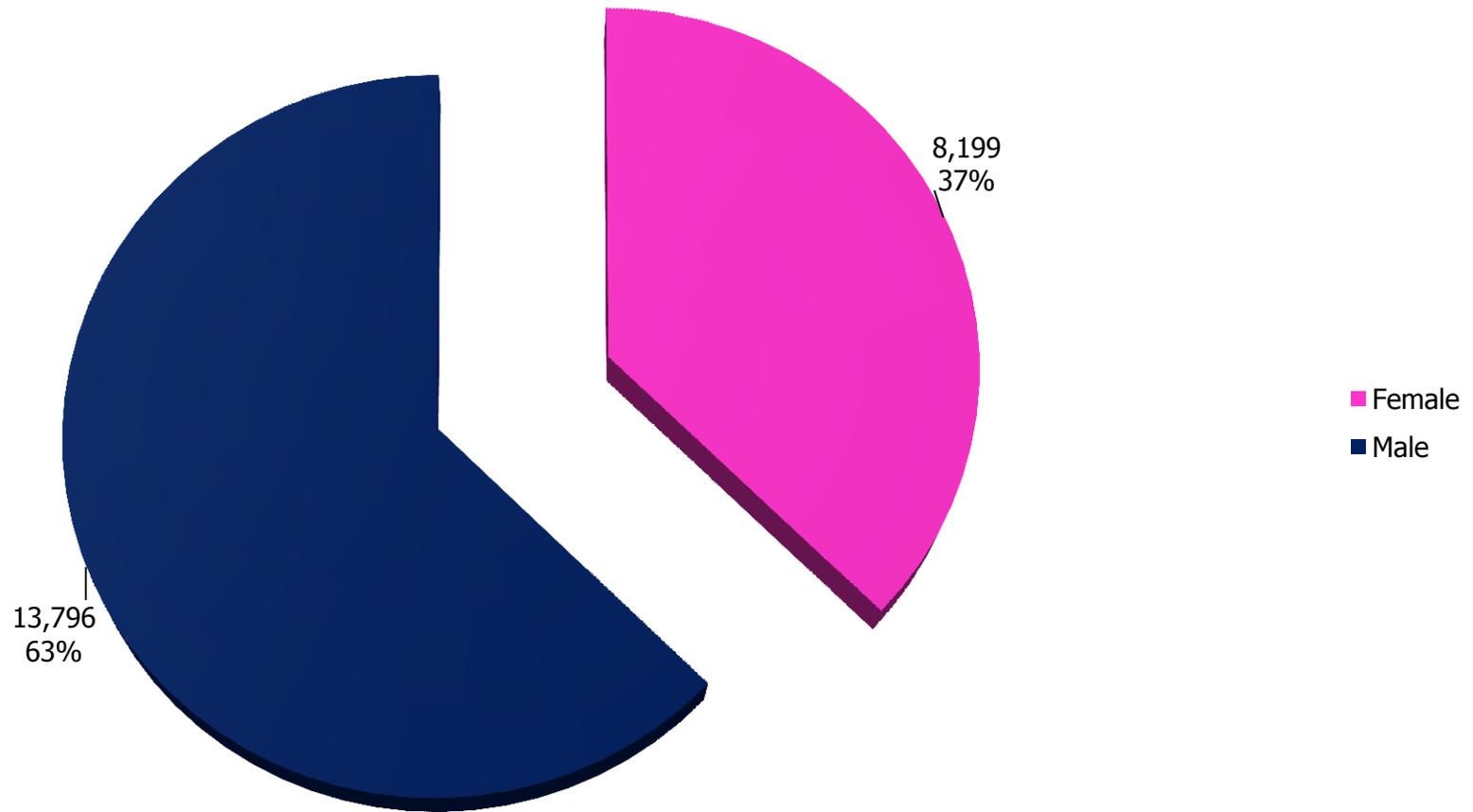
Written Warning or Citation as a result of stop:	Total
Yes	21,366
No	629
Total	21,995

What was issued:	Total
CIT	9,123
WRN	12,243
OTH	629
Total	21,995

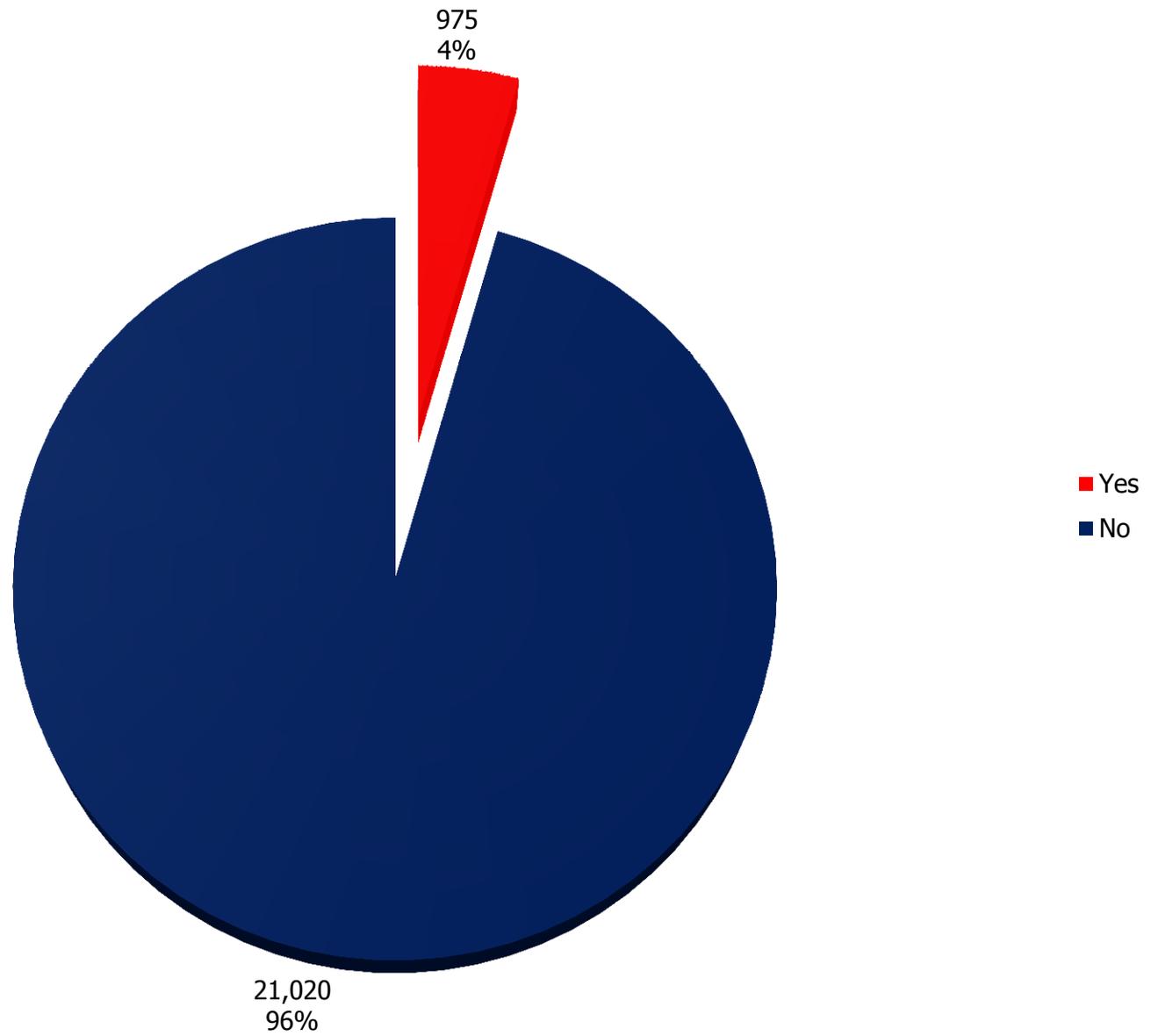
2011 Race Breakdown



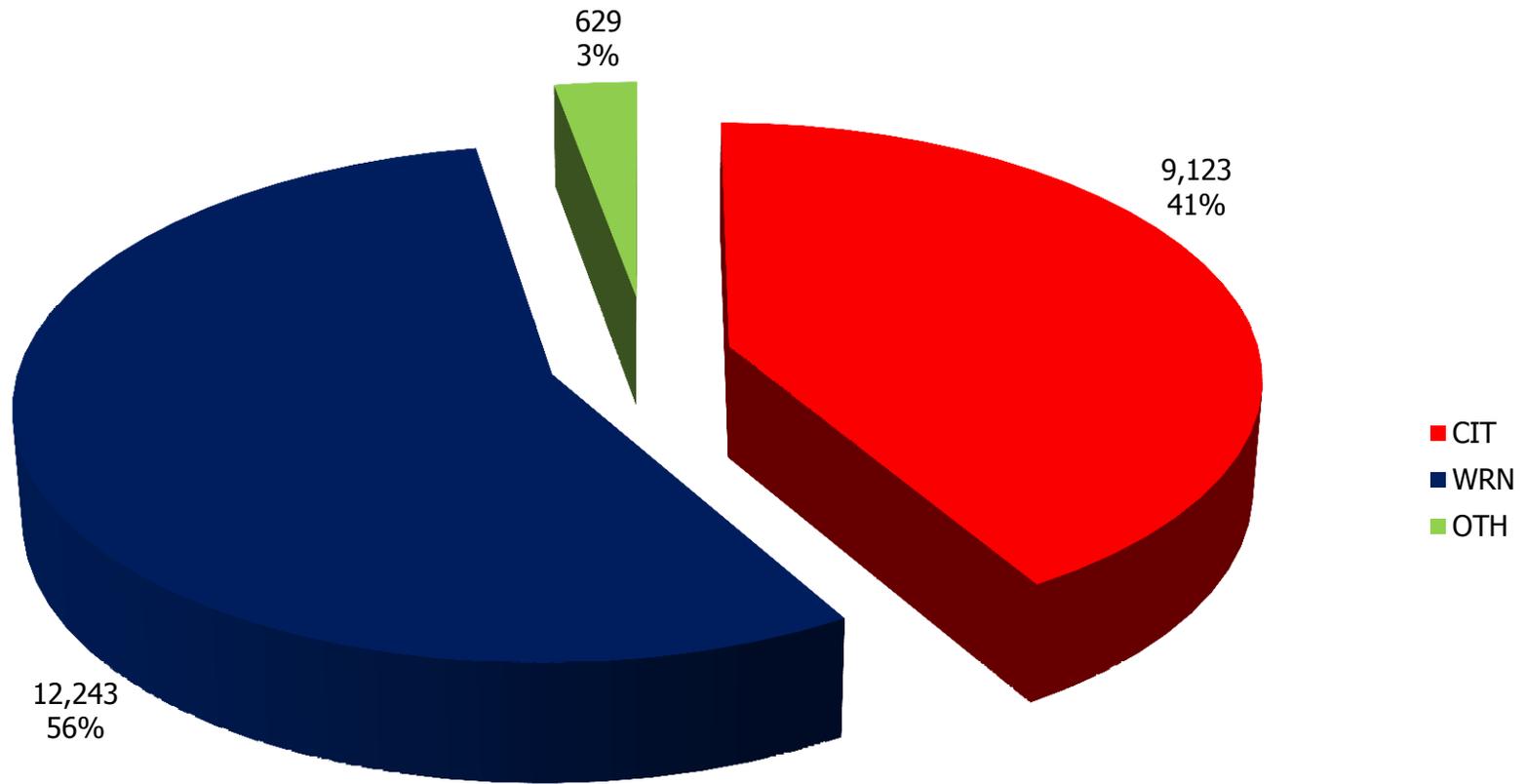
2011 Gender Breakdown



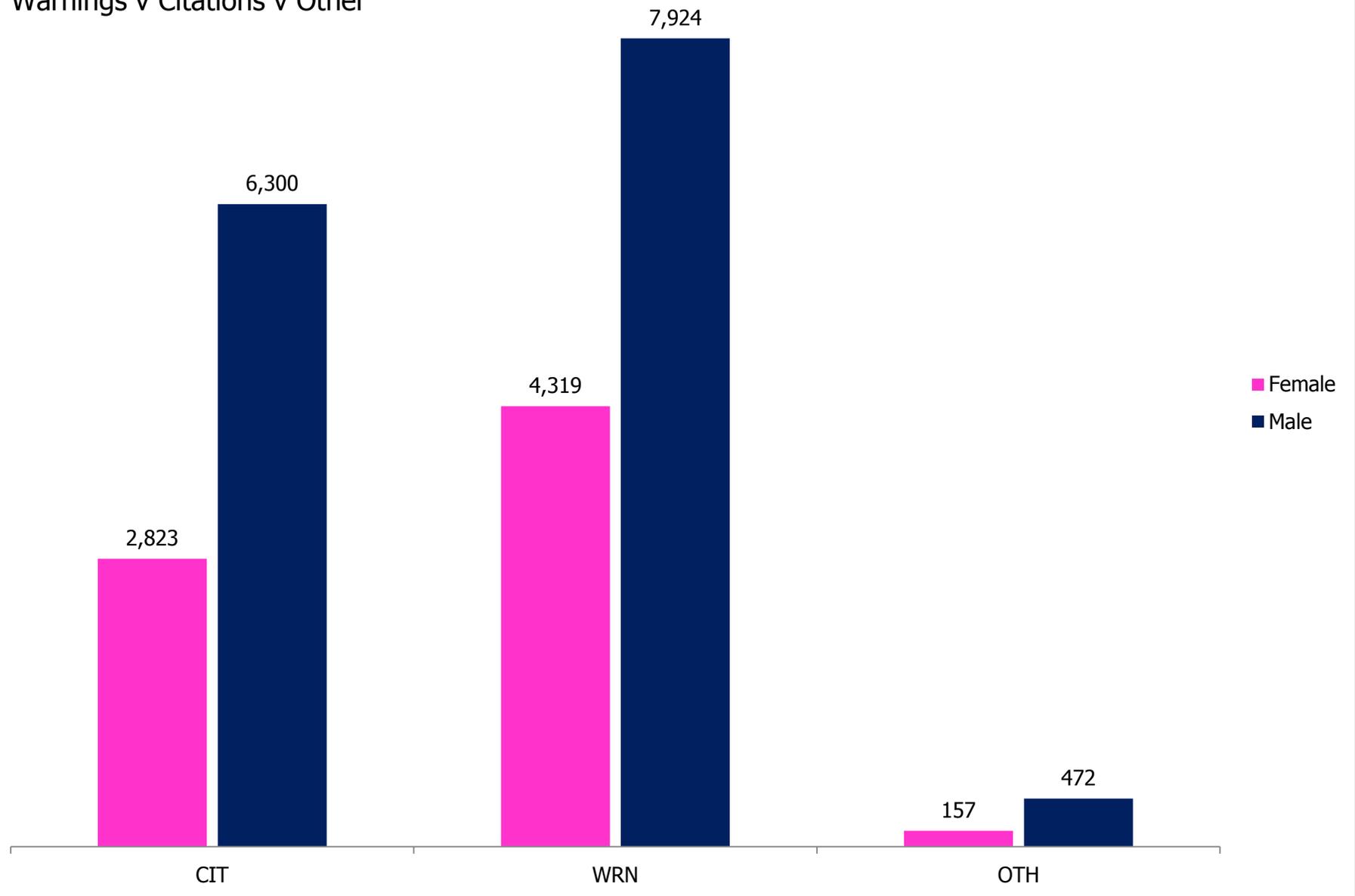
2011 Did you know
the Race or Ethnicity
Prior to the Stop?



2011 What was the reason for the stop?



2011 Female v Male Warnings v Citations v Other



RACIAL PROFILING COMPLAINTS

The Internal Affairs division of the Travis County Sheriff's Office reported no complaints of racial profiling in 2011.

ADDITIONALLY

There are 1,744 records not included in the report. They were either listed as "unknown" or "other" for race or gender; or one of the other mandatory fields were left blank and it was unclear where we were to count the record. As it is a significant number they are included below.

Totals	Reason & Category
477	Were deleted because the RACE field was left blank
154	Were deleted because there was a "?" in the RACE field
1	Was deleted because the ETHNICITY field was left blank
4	Were deleted because the DID you Know the RACE or ETHNICITY of the Violator Prior to the Stop field was left blank
1,005	Were deleted because the LOCATION of Contact field was left blank
103	Were deleted because there was a "?" in the LOCATION of Contact field
1,744	TOTAL records deleted due to entry error



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Session of February 7, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Minutes for the Travis County Commissioners Court Tuesday, February 7, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on February 7, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

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

Public Hearings

1. Receive comments regarding the adoption of proposed changes to the Travis County Code to update and strengthen water quality protection requirements, including the repeal of Chapter 108, the repeal of various provisions in Chapter 82, the revision of certain provisions in Chapters 82 and 64, the addition of new subchapters H through K to Chapter 82, and the addition of new Chapter 104.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis, Sarah Eckhardt

Members of the Court heard from:

- Jon White, Natural Resources Program Manager, Transportation and Natural Resources (TNR)
- Tom Weber, Environmental Quality Program Manager, TNR
- Hank Smith, Principal, Texas Engineering Solutions
- Harry Savio, Housebuilders Association of Greater Austin
- Michael Barrett, Professor, Storm Water Management, Civil Engineering Department, University of Texas
- John Beal, Save Barton Creek Association
- Steve Manilla, County Executive, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

Citizens Communication

Members of the Court heard from:

John Hutchinson, Walnut Place Neighborhood Association
Joyce Thoreson, Walnut Place Neighborhood Association
Kristina Kubeck, Walnut Place Neighborhood Association
Morris Priest, Travis County Resident
Maurice Maluschka, Travis County Resident
Tom Weber, Environmental Quality Program Manager, TNR
Cindy Purinton, Benefit Administrator, Human Resources Management Department (HRMD)
John Beal, Wilbarger Creek Conservation Alliance
Ronnie Gjemre, Travis County Resident
Gus Peña, Travis County Resident
Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO)
Alan Miller, Senior Budget Analyst, PBO

Special Item

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Resolutions and Proclamations

3. Consider and take appropriate action on request for a resolution nominating Bazaarvoice, Inc. as an enterprise zone program project.

Members of the Court heard from:

Katie Peterson-Gipson, Budget Analyst, Planning and Budget Office (PBO)
Terri Bolyard, Director, Corporate Taxes and Treasury, Bazaarvoice Inc
Jonathan Fergeson, Ryan Consulting
Leroy Nellis, Interim County Executive, PBO
Mary Etta Gerhardt, Assistant County Attorney

RESULT: DISCUSSED

Reset for: 2/14/2012

Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Annual application to Texas Department of Transportation to continue the Underage Drinking Prevention Program in the County Attorney's office;
 - b. Annual application to the Office of the Governor, Criminal Justice Division, to continue funding the Travis County Veterans Court;

- c. Annual application to the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, to continue funding the Travis County DWI court; and
- d. Annual contract with the Capital Area Trauma Advisory Council to receive funding from Texas Department of State Health Services for safety equipment and training for the StarFlight program.

RESULT: ADDED TO CONSENT

Administrative Operations Items

- 6. 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 \$923,174.33 for the period of January 13 to January 19, 2012.

RESULT: ADDED TO CONSENT

- 7. Consider and take appropriate action on the following items for Human Resources Management Department:
 - a. Proposed routine personnel amendments; and
 - b. Non-routine requests from Tax Collector for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy and Travis County Code § 10.03008, Promotion.

RESULT: ADDED TO CONSENT

- 8. Consider and take appropriate action on the deletion of Chapter 16: Leadership Training - Funding Guidelines and addition of the Leadership Training - Funding Guidelines to Chapter 10 (Sections 10.0191 - 10.0196) as approved on February 20, 1996.

RESULT: ADDED TO CONSENT

Purchasing Office Items

- 9. Approve issuance of Job Order No. 5, water damage remediation, mold damage remediation and decontamination services, Contract No. 11K00092JE, Blackmon Mooring of Texas, Inc.

RESULT: ADDED TO CONSENT

- 10. Approve contract award for emergency generator preventive maintenance services and load bank testing, IFB No. B110302-NB, to the low bidder, Loftin Equipment Company.

RESULT: ADDED TO CONSENT

- 11. Approve Modification No. 3 to Contract No. PS100184JT, Stanley Consultants, for professional mechanical, electrical and plumbing engineering services for the Travis County Correctional Complex mini-projects.

RESULT: ADDED TO CONSENT

12. Approve Interlocal No. IL120083SH, Capital Area Council of Governments, for orthoimagery services.

RESULT: ADDED TO CONSENT

Transportation, Natural Resources and Facilities Dept. Items

13. Consider and take appropriate action on the use of an Alternative Fiscal Agreement for the Park at Blackhawk II Section 3A, in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

14. Consider and take appropriate action on request from the American Diabetes Association for a reduced facility rental fee to use the Travis County Exposition Banquet Hall on May 5, 2012 for the first Tour de Cure event in Austin in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that by approving Item 14 the Court has authorized a 50% reduction on the rental fee but direct costs would be paid in full.

15. Consider and take appropriate action on request from the Art Alliance Austin to waive the fee for use of the parking lot at 3rd and Guadalupe on April 13 through 15, 2012.

RESULT: PULLED

16. Consider and take appropriate action on request to modify the Property Management Agreement with Sentinel Lavaca Management Corporation associated with the 700 Lavaca building.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Susan Spataro, Travis County Auditor

MOTION: Approve Item 16.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Karen L. Huber, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis

Other Items

17. Discuss and take appropriate action on request for its related improvements at the Granger Building and related sources of funding. (Commissioner Gómez)

Members of the Court heard from:

Joe Harlow, Interim County Executive, Information and Telecommunications Systems (ITS)
Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO)
Roger El Khoury, Director, Facilities Management

MOTION: Approve Item 17.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

- 18. Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

Judge Biscoe announced that Item 18 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
John Hille, Assistant County Attorney

RESULT: REPOSTED **Reset for: 2/14/2012**

Executive Session Items

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.

- 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*
- Note 4: Gov't Code Ann 551.076, Security*
- Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

- 19. Consider and take appropriate action on Economic Development Agreement with Project Hudson.⁵

Judge Biscoe announced that Item 19 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

Members of the Court heard from:
Leroy Nellis, Interim County Executive, PBO

MOTION: Authorize the County Judge to sign a letter indicating Travis County's interest, and other specific terms that are similar to the terms agreed to by the City of Austin Manager, to Project Hudson.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Karen L. Huber, Commissioner

AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez

ABSENT: Ron Davis, Sarah Eckhardt

- 20. Receive legal briefing and take appropriate action regarding Travis County involvement in legal action objecting to congressional redistricting by the Texas Legislature.¹

Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 2/21/2012**

Consent Items

Members of the Court heard from:
Tenley Aldredge, Assistant County Attorney

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 2, 4, 5.a–d, 6, 7.a–b, 8, 9, 10, 11, 12, 13, 14, and A1.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

- 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 on Tuesday, March 6, 2012 to receive comments regarding the revised plat of Lot 1 Rivercliff Section Two, Phase A and Lot 19, replat of Lots 15-19, Rivercliff subdivision (revised plat – one lot – 15.39 acres – Rivercliff Drive – no ETJ) in Precinct Three. (Commissioner Huber)

Added Items

- A1. Consider and take appropriate action on Contract No. PS120108SH, community based services and resources, African American Men and Boys Harvest Foundation.

RESULT: ADDED TO CONSENT

- A2. Consider and take appropriate action on replacement of current Travis County Code Chapter 10, Sections 10.020, 10.021, and 10.022 with the attached revision.

Members of the Court heard from:
Dana Hess, Employment Specialist, HRMD
Travis Gatlin, Senior Budget Analyst, PBO

RESULT: DISCUSSED **Reset for: 2/14/2012**

- A3. Consider and take appropriate action regarding acquisition of real property owned by the Housing Authority of Travis County. (Executive Session under Gov't Code Ann. §551.071, Consultation with Attorney, and §552.072, Real Estate)

Judge Biscoe announced that Item A3 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.

RESULT: DISCUSSED **Reset for: 2/14/2012**

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: February 21, 2012

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of February 7, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, February 7, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 7, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis, Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: February 21, 2012

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 Minutes for the Voting Session of February 7, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, February 7, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on February 7, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

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

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis, Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: February 21, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Interim County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve the following:

- A. Resolution Approving an Agreement to Issue Bonds,
- B. Authorize a Public Hearing, and
- C. other matters in connection therewith related to Argosy at Crestview Apartments Project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Interim County Executive, Planning and Budget/854-9066

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

RECEIVED
12 FEB 15 PM 1:39
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

MEMORANDUM
from
William C. Blount

8310 N. Capital of Texas
Highway, Suite 490
Austin, Texas 78731
(512) 479-0300
Fax (512) 474-1901

Offices in:

- Austin
- Fort Worth
- San Antonio
- Temple
- Waco

www.namanhowell.com

TO: Board of Directors of
Travis County Housing Finance Corporation

DATE: February 15, 2012

RE: Proposed Financing for ML CASA V, LP for Purchase and Rehabilitation
of Argosy at Crestview Apartments

Agenda Date: February 21, 2012

ML CASA V, LP (“Applicant”) has applied for financing with the Corporation for a project at 1003 Justin Lane, Austin, Texas, 78757, just west of North Lamar Boulevard (in Precinct Two). The plan is described in more detail in the application but essentially the Applicant plans to purchase and improve the Crestview Apartments. The amount of bond financing requested is an amount not exceed \$17,500,000.

According to the application, the total cost of the project, including purchase price, capital improvement expenditures and related costs is approximately \$25,450,000.

The property consists of 288 units in 14 two and three story buildings along with a clubhouse building. It was originally constructed in 1984.

Applicant representatives will be in Austin next week and I understand are in the process of scheduling a meeting with Commissioner Eckhardt to discuss the project and their plans. Representatives will also be in attendance on Tuesday to answer any questions you may have.

The Applicant expects that all of the principal amount of the bonds will be purchased by Merrill Lynch Capital Services.

Enclosed with this memo are the application along with attachments, a preliminary resolution and a draft agreement to issue bonds which are in the Corporation’s standard format. Approval of this resolution does not obligate the Corporation to ultimately issue the bonds until the

Board is satisfied with the transaction and the project. This resolution authorizes publishing the notice of public hearing and filing an application with the bond review board for the required volume cap. The Agreement to Issue Bonds contains our standard broad indemnification of the Corporation for considering and participating in the transaction.

If approved, the Applicant will be required to reserve 20% of the units for persons with incomes of 50% of the area median income, adjusted for family size and 90% of the units for persons with incomes of 120% or less of the area median income. This property will not be eligible for a property tax exemption.

Under the proposed structure, the Corporation will not have any liability on the bonds, as the transaction will be structured as a revenue bond issuance. If the full \$17,500,000 of bonds is issued, the Corporation will receive an issuer fee of \$87,500 (0.50%). If a lesser amount is ultimately issued, the fee will be reduced proportionately.

The transaction will require the approval of the Attorney General's office.

Additionally, the Applicant is requesting the public hearing required by the Internal Revenue Code be held on March 13, 2012.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

cc: Leroy Nellis
Andrea Shields
Ladd Pattillo

RESOLUTION OF BOARD OF DIRECTORS PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT TO ISSUE BONDS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; SETTING A PUBLIC HEARING AND CONTAINING OTHER PROVISIONS RELATING TO \$17,500,000 HOUSING REVENUE BONDS (ARGOSY AT CRESTVIEW APARTMENTS PROJECT)

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") is authorized by the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Vernon's Annotated Texas Civil Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of paying all or part of the cost of a Residential Development as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Residential Development; and

WHEREAS, the Act authorizes the Corporation: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Corporation; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Corporation, including the revenues and receipts to be received by the Corporation from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Corporation in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Corporation now desires to authorize, issue and sell its tax-exempt housing finance revenue bonds, to the extent authorized by law, to provide funds to defray all or part of the cost of acquiring, rehabilitating and/or constructing a certain Residential Development to be known as Argosy at Crestview Apartments by ML CASA V, LP, a Delaware limited partnership (the "User"); and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), requires that the Corporation hold a public hearing with respect to the issuance of the Bonds and publish notice of such hearing at least 14 days in advance thereof; and

WHEREAS, the User and the Corporation desire that the Corporation adopt a resolution with respect to the bonds or take some other similar official action toward the issuance of such bonds prior to the commencement of construction or acquisition of such Residential Development; and

WHEREAS, Travis County, Texas (the "Unit"), has authorized and approved creation of the Corporation to act on its behalf to further certain public purposes of the Unit;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY HOUSING FINANCE CORPORATION, THAT:

Section 1: The Corporation hereby authorizes and agrees that it will issue and sell its housing finance revenue bonds (the "Bonds") from time to time in one or more series pursuant to the provisions of Texas law to pay all or part of the cost of acquiring and constructing the project described in Exhibit "A" to the Agreement to Issue Bonds attached hereto (the "Project"), together with all costs of authorization, sale and issuance of the Bonds. The Bonds will be issued and sold as more fully provided in the Agreement to Issue Bonds in a maximum aggregate principal amount expected to be issued for the Project in an amount not to exceed \$17,500,000.

Section 2: The proceeds of the Bonds will be used to finance the acquisition, rehabilitation and/or construction of the Project.

Section 3: The Corporation will enter into a financing agreement with the User providing for financing of all or part of the cost of the Project, as more fully described in the Agreement to Issue Bonds.

Section 4: The Board of Directors of the Corporation (the "Board of Directors") hereby finds, determines and declares that (i) the Project is required and suitable for the promotion of the construction of new, improved, or expanded residential development in the Unit, (ii) the User has the business experience, financial resources and responsibility to provide reasonable assurance that the Bonds and the interest thereon to be paid from, or by reason of, payments made by the User under the financing agreement will be paid as the same become due, and (iii) the Project is in furtherance of the public purposes set forth in the Act.

Section 5: The Agreement to Issue Bonds by and between the Corporation and the User in substance and in form substantially as shown in the attachment hereto is hereby approved and the President or Vice President and Secretary or Assistant Secretary of the Corporation are hereby authorized to execute and attest such Agreement to Issue Bonds for and on behalf of the Corporation.

Section 6: The Corporation hereby authorizes the filing of an Application For Allocation of Private Activity Bonds with the Texas Bond Review Board for the year 2012 for the amount of \$17,500,000 of qualified residential mortgage bonds, and the President of the Corporation, Samuel T. Biscoe, is designated as the authorized officer to execute and deliver such Application to the Texas Bond Review Board, and subject to any changes such officer deems necessary.

Section 7: The Board hereby sets March 13, 2012 at 1:30 p.m. Central Time as the date it will hold the public hearing required by the Code and authorizes Naman Howell, Smith & Lee, PLLC ("NHSL") to arrange for the publication of notice of the public hearing which is required for purposes of complying with section 147(f) of the Code. The form of notice of such hearing and the time, place, and manner of its publication shall be acceptable to NHSL.

Section 8: That neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 9: This Resolution, together with the Agreement to Issue Bonds attached hereto, shall be deemed and construed as a resolution authorizing the issuance of the aforesaid Bonds or some other similar official action toward the issuance of the Bonds.

PASSED AND APPROVED this 21st day of February, 2012.

Samuel T. Biscoe, President

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 21st day of February, 2012, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 21st day of February, 2012.

Margaret Gomez, Secretary

AGREEMENT TO ISSUE BONDS

THIS AGREEMENT TO ISSUE BONDS, entered into as of the 21st day of February, 2012, by and between Travis County Housing Finance Corporation (the "Corporation"), created pursuant to the authority of the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Tex. Rev. Civ. Stat. (the "Act"), and ML CASA V, LP, a Delaware limited partnership (the "User"), for the purpose of carrying out the public purpose set forth in the Act, including the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

WITNESSETH

WHEREAS, Travis County, Texas (the "Unit") has authorized and approved the creation of the Corporation to act on behalf of the Unit for the public purpose of furthering on behalf of the Unit the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of the Unit; and

WHEREAS, the Corporation is authorized by the Act to acquire, construct, improve, maintain, equip and furnish and to lease or sell "residential developments", as that term is defined in the Act, or to make loans for the purpose of providing financing for all or part of the costs of a residential development, and the Corporation is further authorized to issue its bonds for the purpose of paying all or part of the costs of a residential development; and

WHEREAS, the User desires to acquire and construct a residential development, more particularly described in Exhibit "A" attached hereto, within the Unit (the "Project"), which Project is suitable for the promotion of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas; and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue the bonds hereinafter described, which bonds shall never constitute an indebtedness or pledge of the faith and credit of the State of Texas (the "State"), of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall never be paid in whole or in part out of any funds of the Corporation except those derived from or in connection with the sale or lease of the Project or the loan of funds to finance the Project; and

WHEREAS, to provide decent, safe, and sanitary housing for residents of Travis County, Texas, the Corporation agrees to issue at the request of the User, one or more series of the Corporation's housing finance revenue bonds (the "Bonds") for the purpose of paying all or part of the costs of constructing and acquiring the Project, or for the purpose of loaning the proceeds to the User in order to provide temporary or permanent financing of all or part of the cost of acquiring, constructing and/or rehabilitating the Project, and the Corporation and the User deem it desirable and proper that this Agreement to Issue Bonds constitutes a formal record of such agreement and

understanding in order that the User may proceed with or provide for the acquisition and construction of the Project; and

WHEREAS, the User has evidenced a desire to cooperate with the Corporation in the acquisition and construction of the Project and for the Corporation to authorize and issue the Bonds in the aggregate principal amount now estimated not to exceed \$17,500,000.00 to provide the funds to defray all or part of the cost of the acquisition and construction of the Project; and

WHEREAS, the Corporation and the User contemplate that the proceeds of the Bonds will be loaned to the User in order to provide temporary or permanent financing of all or part of the costs of the Project and that the installment purchase, rental or loan payments therefor will be sufficient to pay the principal of and any premium and interest on the Bonds; and

WHEREAS, it is the desire of the Corporation that the acquisition and construction of the Project occur at the earliest possible time so as to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows:

1. The User shall commence with the acquisition, rehabilitation and/or construction of the Project, which Project will be in furtherance of the public purpose of the Corporation and the Unit as aforesaid, and the User will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition and construction of the Project. On or prior to the issuance of the Bonds, the User will enter into a purchase, lease or loan agreement on an installment payment basis (herein called the "Agreement") with the Corporation under which the Corporation will sell or lease the Project to the User or make a loan to the User, or to a financial institution designated by the User for the purpose of providing temporary or permanent financing of all or part of the costs of the Project, and the User will make installment payments sufficient to pay the principal of and any premium and interest on such series of Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the sale or lease of the Project or the loan of the proceeds of the Bonds.

2. On receipt of a ruling from the Internal Revenue Service (or the opinion of bond counsel) that interest paid on the Bonds is exempt from federal income taxation and subject to the requirements of the Policy Guidelines and the Act, and upon receipt of favorable reports from the Corporation's legal and financial advisors concerning the issuance of the Bonds; the Corporation hereby agrees to issue, pursuant to the terms of the Act, the Bonds, or from time to time, the portion

thereof as may be the subject of such a ruling or opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of a ruling or opinion as aforesaid, maturing in such amount and times, bearing interest at the rate, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds.

3. The Corporation and the User agree that the Bonds may be issued either at one time or in several series from time to time as the User shall request in writing; provided, however, that the parties agree that the Bonds will be issued in an aggregate principal amount as will not exceed the amount that is the subject of a ruling or rulings or opinion or opinions as aforesaid. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. It is further agreed that the proceeds of the Bonds or portions thereof, whether or not issued in a series, shall not be invested so as to constitute the Bonds or a portion thereof as arbitrage bonds under the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated pursuant thereto.

4. The payment of the principal of and any premium and interest on the Bonds shall be made solely from moneys realized from the sale or lease of the Project or from moneys realized from the loan of the proceeds of the Bonds to finance all or part of the costs of the Project.

5. The costs of the Project (the "Project Costs") may include any cost of acquiring, constructing, rehabilitating, remodeling, repairing, renovating and improving the Project. Without limiting the generality of the foregoing, the Project Costs shall specifically include the cost of: (i) acquiring any land, rights-of-way, options to purchase land, easements, leasehold estates in land and interests of all kinds in land related to such Project; (ii) acquiring, constructing, repairing, renovating, remodeling or improving all buildings and structures to be used as or in connection with the Project; (iii) site preparation, including the cost of demolishing or removing any buildings or structures the removal of which is necessary or incident to providing the Project; (iv) machinery, equipment, furnishings and facilities necessary or incident to the equipping of the Project so that it may be placed in operation; (v) financing charges, start-up costs and interest prior to and during construction and for two years after completion of construction, whether or not capitalized; and (vi) architectural, engineering, legal and related services (including fees for legal counsel and the financial advisor to the Issuer), plans, specifications, surveys, studies, estimates of cost and of revenue, other expenses necessary or incident to planning, providing or determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, remodeling, repair, renovation or improvement of the Project, the placing of the Project in operation and all incidental expenses, costs and charges relating to the Project not enumerated above. The parties agree, upon request, to provide or cause to be provided to each other any data or information that may be reasonably required to verify any of the Project Costs enumerated in this paragraph. The User agrees that it will be responsible for and pay any Project Costs incurred whether before or after the date of this Agreement prior to issuance of the Bonds and

will pay all Project Costs that are not or cannot be paid or reimbursed from the proceeds of the Bonds.

6. The User agrees that it will at all times indemnify and hold harmless the Corporation, the directors of the Corporation, the Unit, the Commissioners' Court of the Unit (both individually and as a group) and any officers, directors, employees, agents, consultants, servants and any other party acting for or on behalf of the Corporation or the Unit (such parties being hereinafter referred to as the "Indemnified Parties") against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result from, arise out of or relate to, or are asserted to have resulted from, arisen out of or related to, in whole or in part, one or more negligent acts or omissions of any one or more of the Indemnified Parties in connection with the issuance of the Bonds or that in any way pertain to the duties or activities or lack thereof, whether real or alleged, of any such Indemnified Party incidental to the issuance of the Bonds. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature, including, but not limited to, claims, lawsuits, causes of action and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including, but not limited to, persons employed by the Corporation, the Unit, the User or any other person and all property owned or claimed by the Corporation, the Unit, the User, any affiliate of the User or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Corporation or the Unit or to which the Corporation or the Unit is party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof. The obligations of the User shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement to Issue Bonds, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement to Issue Bonds or thereafter. None of the Indemnified Parties shall be liable to the User for, and the User hereby releases each of them from all liability to the User for any injuries, damages or destruction to all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, **EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT.** Each Indemnified Party, as appropriate, shall reimburse the User for payments made by the User to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the Loss sustained. At the request and expense of the User, each of the Indemnified Parties, as

appropriate, shall have the duty to claim any such insurance proceeds and such Indemnified Party, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought against any one or more of the Indemnified Parties, such Indemnified Party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff of any such action, the User agrees to indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment.

7. If within three (3) years from the date hereof (or such later date as shall be mutually satisfactory to the Corporation and the User) the Corporation and the User shall not have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions of the Agreement, the User agrees that it will pay the Corporation for all unpaid Project Costs which the Corporation shall have incurred and this Agreement to Issue Bonds (other than the obligations of the parties under paragraph 6 hereof) shall thereupon terminate. In the event that the User elects, prior to any such termination, not to proceed with the issuance of the Bonds for any reason, it shall so notify the Corporation in writing and shall promptly pay to the Corporation all Project Costs incurred by the Corporation prior to such notification, and if payment is so made, the User's obligations under paragraph 5 above shall terminate from and after the date of such notification.

8. The User may, without the consent of the Corporation, transfer or assign this Agreement to Issue Bonds or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Corporation, relieve the User of its liability for payment of Project Costs under paragraphs 5 and 7 hereof or indemnification under paragraph 6 hereof.

9. The provisions of paragraphs 5 and 6 of this agreement shall survive the expiration or termination of this Agreement to Issue Bonds and the closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF, the Travis County Housing Finance Corporation, acting pursuant to a resolution of its Board of Directors, and User have caused this Agreement to Issue Bonds to be executed by their duly authorized officers as of the year and date first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe, President

ML CASA V, LP,
A Delaware Limited Partnership

By: MS CASA V Management, LLC
A Delaware Limited Liability Company,
General Partner

By: Henderson Global Investors GP II, LLC
A Delaware Limited Liability Company,
Manager

By: _____
Its: _____

**EXHIBIT A
DESCRIPTION OF PROJECT**

Application Number _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION
Post Office Box 1748
314 W. 11th, 5th Floor
Stokes Building
Austin, Texas 78767
Attention: Samuel T. Biscoe, President

**APPLICATION FOR FINANCIAL PARTICIPATION
AND INDEMNIFICATION AGREEMENT**

TO: The Board of Directors of the Travis County Housing Finance Corporation:

The undersigned, on behalf of the entity named as Applicant, hereby applies to the Travis County Housing Finance Corporation (the "Corporation") for Residential Development Financing, pursuant to the Texas Housing Finance Corporations Act, and pursuant to the Policy Guidelines for Receiving and Approving Applications for Financial Participation in Residential Developments of the Corporation.

We have reviewed the Corporation's Policy Guidelines presented to us and in effect on the date hereof, and we agree to and accept the terms hereof.

The following Residential Development Financing Questionnaire has been completed to the best of our ability, and the information contained therein and on any attachments thereto, represent a reasonable comprehensive outline of the Residential Development and the financing requested in connection therewith.

We submit herewith the Processing Fees required by subparagraph III(A)(1) of your Policy Guidelines, together with two copies of the executed Agreement to Issue Bonds required by Subparagraph II(A)(2) of the Policy Guidelines.

Preliminary Official Action, pursuant to paragraph II(B) of the Policy Guidelines is (is not) requested. (If such action is requested, attach separate statement of facts related to the request.)

The undersigned warrants that he is authorized to submit this application on behalf of the Applicant.

ML CASA V, LP
A Delaware limited partnership

By: ML CASA V Management, LLC
A Delaware limited liability company,
General Partner

By: Henderson Global Investors GP II, LLC
A Delaware limited liability company,
Manager

By: 
Name: Christopher M. Gaudin
Its: Secretary

Presently Estimated Amount of
Project Financing Requested:

\$ 17,500,000

1. General Information

- a. Legal name and address of Applicant.

ML CASA V, LP
737 N. Michigan Ave, Suite 1700
Chicago, IL 60611

- b. Jurisdiction under whose laws Applicant was organized, and type of organization (e.g., partnership, nonprofit corporation, business corporation, etc.)

Delaware, limited partnership

- c. Registered agent of Applicant for service of process.

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

- d. Person (including address and telephone number) to whom questions and correspondence should be directed.

Kristina Lynn
Associate Director, Transactions
737 N. Michigan Ave, Suite 1700
Chicago, IL 60611
312-915-9171
kristina_lynn@hendersonna.com

- e. Name, address, and telephone number of legal counsel for Applicant (this does not mean bond counsel).

Mike Petersilia
Locke Lord
2200 Ross Avenue
Suite 2200
Dallas, TX 75201
214-740-8690
mppet@lockelord.com

- f. Name, address, and telephone number of bond counsel for Applicant.

Mike Petersilia
Locke Lord
2200 Ross Avenue
Suite 2200
Dallas, TX 75201
214-740-8690
mppete@lockelord.com

- g. Is the Applicant a governmental unit or organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and exempt from tax under Section 501(a) of the Code?

No

2. Description of Project

- a. Amount of financing applied for:

\$17,500,000

- b. Total cost of project:

\$25,450,425

- c. To the extent known at this time, attach a detailed schedule of the total of all reasonable or necessary costs incidental to the acquisition and/or construction of the Project, including the cost of studies and surveys, plans, specifications, architectural and engineering services and other necessary and incidental expenses.

See attached Schedule A: Acquisition and Capital Expenditure Costs

- d. Construction timing:

- 1) Estimated time of rehab commencement: date of closing, estimated at 3/29/12
- 2) Estimated date of rehab completion: 2 years from date of closing
- 3) Estimated date Project will be placed in operation: currently in operation

- e. Location of Project: (street address or street referenced location)

Argosy at Crestview Apartments
1003 Justin Lane
Austin, TX 78757

- 1) Please attach area map locating proposed facility site and a site plan indicating location of existing and proposed buildings and improvements on site.

Google map attached and aerial

- 2) State distances from proposed site to nearest residences, churches, schools, playgrounds, and other commercial developments.

Brentwood Elementary School: 1 mile west
Larnar Middle School: 2 miles southwest
McCallum High School: 1.5 miles south

- f. Indicate the present legal owner of the site of the Project; the relationship, if any, between the present legal owner and the Applicant; and whether or not the acquisition of the land is to be included in the amount to be financed.

Current Owner (Seller): TMG Argosy II LP (The Milestone Group); has no relation to applicant

Land acquisition to be included in amount financed

- g. Provide a detailed description of the Project to be financed, including any land or buildings to be acquired, razed, renovated or constructed:

The Property is a 288 unit apartment complex within 14 two and three-story residential buildings with a one story clubhouse that was constructed in 1984. ML CASA V, LP will purchase the apartment complex at closing and will complete a \$2,238,769 interior and exterior rehab which will include \$1,857,769 in qualified rehabilitation expenditures.

Name and address of consulting engineer and architect (if the Project was not designed by a licensed engineer, submit the criteria and methods used to accomplish the design):

Consulting Engineer:
Ernest Holmes
2561 CitiPlace Court #750-232
Baton Rouge, LA 70808
225-216-1569
eholmes@ernestholmesonline.com

- i. Have necessary approvals (including zoning, building and special use permits) been obtained from State, federal or local regulatory bodies?

N/A, this is an acquisition rehab and any permits required for rehab will be pulled at the time of rehabilitation. All of the rehabilitation projects at the Property are routine projects for an apartment complex of this size.

- j. Employment standards:

Submit copies of Applicant's current affirmative action program, if any, and a written undertaking, executed by a duly authorized officer of Applicant, that Applicant will not discriminate on the basis of race, sex or age in the employment, promotion and termination of employment of employees who work in Travis County, Texas; that Applicant will abide by the Affirmative Action Plan attached as Exhibit "A" to this Application for Financing; and that Applicant will otherwise comply with equal opportunity standards in its employment practices with respect to such employees.

We do not have a current affirmative action program.
See attached signed Form of Affirmative Action Plan

- k. Describe the anticipated traffic impact in terms of vehicles per day, peak traffic hours and anticipated total volume.

There will be no additional traffic impact as the property is already operating as an apartment complex and no additional units are being added.

3. Financing Arrangements

- a. Name and address of the financial institution (bank, investment banking firm, etc.), if determined, which may be interested in purchasing the bonds if and when such bonds may be approved for sale (it is the responsibility of the Applicant to arrange for the marketing of the bonds if the financing is approved, with the Corporation's concurrence):

Merrill Lynch Capital Services
Dan Nussbaum
One Bryant Park

NY1-100-101
New York, NY 10036
646-743-1377
Dan.nussbaum@baml.com

- b. If Applicant has applied to any other source for financing with respect to the Project, please give details, including date of application(s), status and/or disposition of such application(s):

None

- c. If the Applicant has credit rating, please state the rating and agency:

None

- d. Explain how the Project will be financed if all or a portion of the amount of the financing applied for herein is denied:

Depending on the amount of financing that is denied we will either fund the shortfall from equity or we will no longer purchase the Property if a significant amount of the financing is not approved. We would look to get at least 65% financing to move forward with the Project.

- e. Sources and application of funds for the Project.

- 1) Provide a detailed statement of sources and application of funds for the Project to date, including all bond proceeds and outside funding sources:

No significant funds have been spent so far, we are beginning due diligence which will be funded from equity.

- 2) Provide a detailed statement of sources and application for funds through the completion of the acquisition and/or construction of the Project:

See attached Schedule B: Sources and Uses

- 3) Explain the status of obtaining the sources of funds listed in the statements and describe plans for obtaining financing if it is not obtained from the source from which it was originally anticipated the funds would be received:

We currently have discretionary equity committed by clients to our CASA Partners V Fund which currently has 5 assets that it owns and approximately \$40M in remaining discretionary equity. Depending on the amount of financing that is denied we will either fund the shortfall from equity or we

will no longer purchase the deal if a significant amount of the financing is not approved. We would look to get at least 65% financing.

- 4) Reconcile the total amount of funds applied to amounts listed in 2.b and 2.c:

See attached Schedule B: Sources and Uses

- f. Please indicate if this Application contemplates the sale of bonds to the public or in a private placement to institutional investors. Additional documentation, including an offering memorandum or other disclosure document, may be required in the future, depending upon the nature of the proposed offering.

Merrill Lynch will purchase all of the bonds at closing and will sell the bonds in a private placement.

4. Financial Statements

- a. Attach the following audited financial statements or reports of Applicant for the preceding two years:

1. Balance Sheet.
2. Profit and Loss Statement, and
3. Statement of changes in financial position.
(including notes to financial statements)

OR

1. Annual Report to Stockholders, and
2. Annual Report and Form 10-K to the Securities and Exchange Commission.

See attached organizational chart for understanding of CASA Partners V, LP ("the Fund") structure and relation to ML CASA V, LP ("the applicant"). The Fund began purchasing assets in 2011 and only completes audited statements at year-end. Those statements are not yet available so we have provided unaudited preliminary year-end CASA Partners V, LP financial statements. Full individual audited financial statements are not completed for ML CASA V, LP but a year-end unaudited balance sheet and income statement is provided. The only asset owned by ML CASA V, LP was purchased on 12/20/11.

- b. Attach financial statements of Applicant for the most recent fiscal quarter which ended at least 45 days prior to the date of this Application.

See attached unaudited year-end balance sheet and income statement for ML CASA V, LP.

- c. Detail all changes or events known to management subsequent to the date of the most recent audited balance sheet (including, but not limited to, pending or threatened litigation, claims, assessments, commitments, subsequent information regarding uncollectability of receivables, valuation of assets, changes in corporate structure or statements or prior period financial statements) which may have a material effect on the Applicant's financial position (attach separate sheets if necessary to give a reasonably detailed presentation):

None

- d. If not included with other reports, include the name, address and principal occupation (for the past five years) of each director of the Applicant and the name and address of each stockholder of the Applicant (if any) who is the beneficial owner of 10% or more of the Applicant's outstanding capital stock:

See organizational chart and Schedule C: CASA V Key Personnel.

5. Matters to be addressed under the Code.

- a. Is the principal user related to any other organization by more than 50% common ownership? If so, indicate name or related organization and relationship.

No

- b. Ownership: List all stockholders or partners having 10% or more interest in the principal user.

Owners of CASA Partners V, LP:

Utah State Retirement Investment Fund – 47.51%

Public Employees' Retirement Association of Colorado – 23.75%

Texas General Land Office – 28.50%

- c. If any of the above persons own more than 50% of the principal user, list all other organizations which are related to the principal user by virtue of such persons having more than a 50% interest in such organizations.

None

- d. Has any of the equipment for the facility been ordered or purchased? If yes, indicate:

<u>Item</u>	<u>Date Ordered</u>	<u>Delivery Date</u>	<u>Price</u>
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None

- e. List the face amount of all tax-exempt financing previously arranged by or for the benefit of the principal user in the County.

<u>Date of Issue</u>	<u>Original Face Amount</u>	<u>Current Outstanding Amount</u>
None		

- f. Have any expenditures proposed to be financed with bond proceeds already been made by the Applicant? If yes, indicate particulars:

No

- g. Have any of such expenditures been incurred but not paid by the principal user? If yes, indicate particulars:

No

- h. Are costs of working capital, moving expenses, work in process, or stock in trade included in the proposed uses of bond proceeds?

No

- i. Will any of the funds be used to repay or refinance an existing mortgage or outstanding loan?

No

As an inducement to the Corporation and the Commissioners' Court of Travis County, Texas, to accept, review and favorably consider and approve said application and to issue the obligations therein contemplated, and whether or not all or any part thereof are ever actually approved or issued, Applicant agrees to (a) pay all facility costs which are not or cannot be paid or reimbursed from the proceeds of obligations issued by the Corporation, and (b) at all times indemnify and hold harmless the Corporation, the Commissioners' Court, their members, directors, officers, agents, contractors, and employees against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment) direct or indirectly resulting from, arising out of or related to the acceptance, consideration and approval or disapproval of such Application or the issuance, offering, sale, delivery or payment of any such obligations and interest thereon, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Facility.

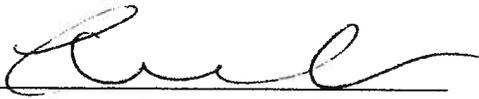
It is understood and agreed that this undertaking shall be continuing and shall survive and continue to be effective after any approval or disapproval of this Application and the issuance or failure to issue any such obligations and the construction and operation of the Facility. It is also understood that additional indemnity agreements may be required by the Corporation from the applicant or others, such as guarantors, prior to the final approval of such Application.

The undersigned officer of Applicant hereby certifies that he or she is duly authorized to submit the foregoing Application on behalf of the Applicant and that the foregoing information is true and correct to the best of his or her knowledge and belief submitted on the 13th day of February, 2012.

ML CASA V, LP
A Delaware limited partnership

By: ML CASA V Management, LLC
A Delaware limited liability company,
General Partner

By: Henderson Global Investors GP II, LLC
A Delaware limited liability company,
Manager

By: 
Name: Christopher Gubler
Its: Secretary

**Form of
Affirmative Action Plan**

TRAVIS COUNTY HOUSING FINANCE CORPORATION

In the construction and operation of a residential development to be financed in whole or in part with the proceeds of bonds to be issued by the Travis County Housing Finance Corporation, the applicant should conform to the following provisions:

- I. Housing Standards. The applicant should comply with all provisions of the City of Austin Fair Housing Ordinance.

- II. Minority Business Enterprise. Applicants should set obtainable goals and objectives as it relates to the utilization to Minority Business in construction as well as contracted services used by the Applicant once it is in operation. More specifically, it should include:
 - a. Use of minority subcontractors in construction of the facility.

 - b. Use of minority general contractors in the construction of the facility where usable.

 - c. Care should be taken to be sure that Minority Businesses have the opportunity to participate in all phases of construction.

 - d. Measures should also be taken that those Minority Businesses submitting competitive quotations be assured that they will be given reasonable opportunity, if qualified, for consideration.

 - e. Monitoring mechanisms should be included to assure minority participation in the overall construction process.

- III. Minority Vendor Program. Minority Vendors in the areas of goods and services should be afforded the opportunity to bid on maintenance service and commodity contracts with the

Applicant during its operational phase. This should include notification of Minority Business of the contract requirements of the Applicant and setting of annual goals for the participation of minority vendors in the Applicant's operational phase as it relates to the procurement of goods and services.

- IV. Planning Phase. The Applicant shall obtain a listing of Travis County Minority Businesses to assess the types of Minority Businesses in Travis County. Also, the Applicant should list the procurement requirements of the Applicant past and present, and indicate the areas in which it feels Minority Businesses may best be utilized in its procurement activities.

ML CASA V, LP
A Delaware limited partnership

By: ML CASA V Management, LLC
A Delaware limited liability company,
General Partner

By: Henderson Global Investors GP II, LLC
A Delaware limited liability company,
Manager

By: 
Name: Christopher Guiden
Its: Secretary

Schedule A: Acquisition & Capital Expenditure Costs**Due Diligence Costs:**

Title	\$	10,000
Survey	\$	5,000
Physical Inspection	\$	5,000
Environmental	\$	5,000
Appraisal	\$	5,000
Legal	\$	25,000

Financing Costs:

Bond Counsel	\$	40,000
Kutak Rock	\$	40,000
HFA Bond Counsel	\$	50,000
HFA Issuance Fee	\$	87,500
Merrill Issuance Fee	\$	87,500
Issuance Costs	\$	12,000
Miscellaneous	\$	89,656

Qualified Capital Expenditures:

Unit Upgrades	\$	783,800
Labor for Summer Upgrades	\$	50,000
Paint/Wood Repairs	\$	150,000
Fitness Center	\$	75,000
Business Center	\$	25,000
Model Upgrades	\$	25,000
Exterior Lighting	\$	6,000
Gutters	\$	4,500
HVAC Replacements	\$	38,000
1 Bedroom W/D Connections	\$	600,469
Miscellaneous	\$	100,000

Unqualified Capital Expenditures:

Paving/Driveways	\$	40,000
Coinmach Termination Fee	\$	31,200
Sidewalks	\$	5,000
Access/Side Gates	\$	55,000
Name Change/Signage	\$	18,000
Exterior Amenities	\$	15,000
Dog Park	\$	20,000
Retaining Walls	\$	9,800
Landscape	\$	25,000
Tree Trimming	\$	10,000
Bike Racks	\$	2,000
Miscellaneous	\$	150,000

Total: \$ 2,700,425

Schedule B: Sources and Uses

Sources		Uses	
Bond Financing	\$ 17,500,000	Purchase Price	\$ 22,750,000
Equity	\$ 7,950,425	Capital Expenditures	\$ 2,238,769
		Financing Costs	\$ 406,656
		Due Diligence Costs	\$ 55,000
Total:	\$ 25,450,425	Total:	\$ 25,450,425

CASA PARTNERS V, L.P.
STATEMENT OF NET ASSETS

**PRELIMINARY
 UNAUDITED**

December 31,
 2011

Assets	
Real estate investments:	
Properties	\$ 149,200,000
Total real estate investments	149,200,000
Cash and cash equivalents	5,513,784
Restricted cash	6,459,250
Accounts receivable and other assets	513,076
Total assets	161,686,110
Liabilities	
Bonds and mortgage notes payable	100,974,148
Line of credit	61,500,000
Asset advisor fees payable	118,916
Accrued expenses and other liabilities	1,240,182
Security deposits	507,393
Total liabilities	164,340,639
Net assets	\$ (2,654,529)

The accompanying notes are an integral part of these financial statements.

**PRELIMINARY
UNAUDITED****CASA PARTNERS V, L.P.****STATEMENT OF OPERATIONS**

For the period April 25, 2011 (commencement of operations) through December 31, 2011

	<u>2011</u>
Revenues	
Revenue from properties	\$ 3,323,964
Other investment income	<u>6,980</u>
Total revenues	<u>3,330,944</u>
Expenses	
Operating expenses	1,573,541
Interest expense	1,245,544
Asset advisor fees	122,721
Other expenses	<u>280,802</u>
Total expenses	<u>3,222,608</u>
Net investment income	<u>108,336</u>
Net unrealized loss	
Unrealized loss on investments held	(1,285,346)
Unrealized loss on mortgage notes payable and line of credit	<u>(1,477,519)</u>
Net unrealized loss	<u>(2,762,865)</u>
Decrease in net assets resulting from operations	<u>\$ (2,654,529)</u>

The accompanying notes are an integral part of these financial statements.

**PRELIMINARY
UNAUDITED**

CASA PARTNERS V, LP

STATEMENT OF CHANGES IN NET ASSETS

For the Period April 25, 2011 (commencement of operations) through December 31, 2011

	Limited Partners	General Partner	Total
NET ASSETS - APRIL 25, 2011 (commencement of operations)	-	-	-
Net decrease in net assets from operations	(2,654,264)	(265)	(2,654,529)
NET ASSETS - DECEMBER 31, 2011	\$ (2,654,264)	\$ (265)	\$ (2,654,529)

The accompanying notes are an integral part of these financial statements.

**PRELIMINARY
UNAUDITED**

CASA PARTNERS V, L.P.

STATEMENT OF CASH FLOWS

For the period April 25, 2011 (commencement of operations) through December 31, 2011

	2011
Cash flows from operating activities	
Decrease in net assets resulting from operations	\$ (2,654,529)
Adjustments to reconcile decrease in net assets resulting from operations to net cash used in operating activities:	
Net unrealized losses	2,762,865
Amortization of capitalized bond fees	53,288
Increase in restricted cash	(3,336,099)
Increase in accounts receivable and other assets	(513,076)
Increase in accrued expenses, security deposits and asset advisor fees payable	1,848,754
Net cash used in operating activities	(1,838,797)
Cash flows from investing activities	
Property acquisitions	(63,523,635)
Deposits into escrow	(2,972,809)
Withdrawals from escrow	105,796
Cost of property improvements	(484,514)
Net cash used in investing activities	(66,875,162)
Cash flows from financing activities	
Proceeds from line of credit	80,000,000
Repayments of line of credit	(18,500,000)
Proceeds from debt issuance	14,625,000
Increase in restricted cash	(256,138)
Payment of financing fees	(1,530,807)
Payments on bonds and mortgage notes payable	(110,312)
Net cash provided by financing activities	74,227,743
Net increase in cash and cash equivalents	5,513,784
Cash and cash equivalents, beginning of period	-
Cash and cash equivalents, end of period	\$ 5,513,784
Supplemental disclosure of cash flow information	
Cash paid for interest on mortgage notes payable and line of credit	\$ 1,159,335
Non cash investing and financing activities	
Improvements to rental properties included in accrued expenses	\$ 17,737
Bonds and mortgage notes payable assumed in connection with the acquisition of real estate investments	\$ 88,879,460

The accompanying notes are an integral part of these financial statements.

**PRELIMINARY
UNAUDITED****CASA PARTNERS V, L.P.
PORTFOLIO OF INVESTMENTS**

December 31, 2011

<u>Property Name</u>	<u>Location</u>	<u>Property Cost</u>	<u>Market Value</u>
Waterford at the Lakes	Kent, WA	\$ 38,257,951	\$ 37,800,000
Southpoint Glen	Durham, NC	22,898,982	22,800,000
Waterford Park	Lauderhill, FL	30,136,269	29,600,000
Fordham Glen	Glendale Heights, IL	34,842,647	34,600,000
Mer Lago	Plantation, FL	24,349,497	24,400,000
Total Investment in properties		<u>\$ 150,485,346</u>	<u>\$ 149,200,000</u>

• All properties are apartment complexes.

PRELIMINARY & UNAUDITED

Financial Statements

CASA PARTNERS V, L.P.

Notes to Financial Statements

Note 1 – NATURE OF OPERATIONS

CASA Partners V, L.P. (“CASA V”) was formed as a limited partnership on January 19, 2011 in accordance with the partnership laws of the State of Delaware to operate as a real estate investment vehicle. CASA V made its initial closing with respect to subscription agreements on April 25, 2011 and commenced operations on that date. CASA V is expected to operate until April 25, 2018.

As of December 31, 2011, CASA V has signed commitments from Texas General Land Office (“TXGLO”), Public Employees Retirement Association of Colorado (“Colorado”), Utah State Retirement System (“Utah”), and eight Henderson Global Investors North America, Inc. officers (“HGINA officers”). Utah committed \$50,000,000, TXGLO committed \$30,000,000, Colorado committed \$25,000,000 and HGINA officers committed \$155,000 for total commitments of \$105,155,000. The capital call resulted in Utah, TXGLO, Colorado and HGINA officers owning 47.55%, 28.53%, 23.77% and .15%, respectively. As of December 31, 2011, there have been no capital calls made to the investors so 0% of committed capital amounts have been contributed to CASA V.

The investment advisor of CASA V is Henderson Global Investors North America, Inc. (“HGINA”), a wholly owned subsidiary of Henderson Investors International Holdings, BV.

Capital contributions, distributions and allocations of profits and losses are generally made in accordance with the partners' ownership percentages until the partners have received an Internal Rate of Return of 11% (“Threshold IRR”). For purposes of computing the internal rate of return, all cash flow shall be deemed to occur at the end of each quarter that contributions and distributions are made. In addition, the internal rate of return shall be calculated on an annual basis assuming quarterly compounding of interest. Cash flow available from operations (“Cash Flow”), after the establishment of reserves, shall be distributed among the Partners and applied toward the Performance Fee on a quarterly basis.

All Capital Proceeds from any Capital Transaction, after the establishment of reserves, shall be either distributed among the Partners and applied toward the Performance Fee on a quarterly basis or, retained by the Partnership for reinvestment, at the sole discretion of HGINA. Capital Proceeds that are distributed to Partners shall be subject to recall for investment.

Each Partner's Partnership Interest in Cash Flow and Capital Proceeds attributable to each Investment shall be distributed to such Partner and applied to the Performance Fee as follows: First, 100% to such Partner until the aggregate of all distributions provides such Partner with an 11% IRR with respect to (A) Partner's Invested Capital relating to such Investment, (B) Partner's Capital Contributions made to fund Partnership Expenses, offering expenses and organizational expenses allocated to such Investment and (C) Partner's Allocable Writedown Amount; then after 11% IRR has been obtained, 20% to HGINA as a Performance Fee and 80% to such Partner until the aggregate of all distributions provides such Partner with a 14% IRR with respect to (A) Partner's Invested Capital relating to such Investment, (B) Partner's Capital Contributions made to fund Partnership Expenses, offering expenses and organizational expenses allocated to such Investment and (C) Partner's Allocable Writedown Amount; then after the 14% IRR has been obtained, 25% to HGINA as a Performance Fee and 75% to such Partner. HGINA shall hold back 42.5% of the Performance Fee otherwise payable to HGIGP (the “Holdback”) until such time that the assets of the Partnership are distributed. If upon the distribution each Partner shall have received an 11% IRR with respect to its investment in the Partnership, the Holdback shall be promptly paid to HGIGP as a Performance Fee. If such 11% IRR

PRELIMINARY & UNAUDITED

Financial Statements - continued

Note 1 – (continued)

shall not have been achieved, then the Holdback shall be distributed to the Partners in proportion to their respective relative amounts by which their returns fell short of such 11% IRR until they have received such 11% IRR and the balance, if any, shall be paid to HGIGP as a Performance Fee. HGIGP shall not be liable to make any payments to the Partners, other than application of the Holdback, in order for the Partners to have achieved an 11% IRR.

Note 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of CASA V have been presented on the fair value basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires CASA V's management to make estimates affecting the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Investments in Properties

Investments in properties are carried at fair value. The cost of properties are initially recorded at the purchase price plus closing costs. Development costs and major renovations are capitalized as a component of cost, and routine maintenance and repairs are charged to expenses as incurred. Because properties are stated at fair value, no provision is made for depreciation.

Investment Valuation

The fair value of real estate investments are estimated based on the price that would be received to sell an asset in an orderly transaction between marketplace participants at the measurement date. Investments without a public market are valued based on assumptions made and valuation techniques used by the HGINA. Such valuation techniques include discounted cash flow analysis, prevailing market capitalization rates or earning multiples applied to earnings from the investment, analysis of recent comparable sales transactions, actual sale negotiations and bona fide purchase offers received from third parties, consideration of the amount that currently would be required to replace the asset, as adjusted for obsolescence, as well as independent external appraisals. In general, the HGINA considers multiple valuation techniques when measuring the fair value of an investment. However, in certain circumstances, a single valuation technique may be appropriate. CASA V's policy is to obtain independent external appraisals no less than once during a three-year period. HGINA performs quarterly valuations for CASA V. There will be a rotation of both in-house and third party appraisals each quarter based on internal valuation techniques consistent with those described within this footnote.

Income Capitalization Approach: This approach is based on the principle that value is created by the expectation of future income. This approach is particularly applicable in the case of income producing properties. One technique to convert income to value is direct capitalization, which involves dividing the net operating income by a market capitalization rate. A second technique is the discounted cash flow analysis, in which projected cash flows (net operating income less periodic capital expenditures and reversion value at the conclusion of the holding period) are converted to present value by applying an annual discount rate. In both techniques, net operating income and cash flow are estimated based on an analysis of market rent and occupancy levels and forecast property expenses and, accordingly, key inputs and assumptions include rental income and expense amounts and related growth rates, as well as discount and income capitalization rates.

PRELIMINARY & UNAUDITED

Financial Statements - *continued*

Note 2 – (continued)

Sales Comparison Approach: This approach is a method of estimating fair value based on analyzing transactions of similar properties in the market area. A major premise of this approach is that the fair value of the property is directly related to the prices of comparable, competitive properties. The reliability of this approach is dependent upon the availability of comparable data, the verification of sales data, the degree of comparability and the absence of atypical conditions affecting the sales price. Once sales data is gathered, adjustments, involving the judgment of HGINA, are made to the comparable properties to determine a value range for the property being valued. Generally, a point of value within the adjusted range is concluded.

Cost Approach: The application of the cost approach is based on the principle of substitution and the concept that a market participant would not pay more for a property than the cost to develop a substitute property of equivalent desirability and utility. This approach involves the valuation of the land as if vacant, estimation of the replacement cost of the existing or proposed structure and site improvements, estimation of accrued depreciation found in the improvements and estimation of an appropriate entrepreneurial profit as applicable. The cost approach is typically utilized to determine value for new or proposed properties, special use properties or where the cost of reproducing the improvements is easily and accurately quantified and there is no economic obsolescence.

The fair value of real estate investments does not reflect CASA V's transaction sale costs, which may be incurred upon disposition of the real estate investments. Such costs are estimated to approximate 2% - 3% of gross property fair value.

CASA V may invest in real estate and real estate related investments for which no liquid market exists. The market prices for such investments may be volatile and may not be readily ascertainable.

Bonds, Mortgage Notes Payable and Line of Credit

Bonds and mortgage notes payable and the line of credit are stated at fair value. The fair value of bonds and mortgage notes payable is based on the price at which the liability could be transferred to a market participant at the measurement date, exclusive of direct transaction costs. CASA V has fixed rate municipal bonds that can be converted into low yield floating rate municipal bonds. CASA V has elected to effectively take advantage of this conversion by entering into an interest rate swap agreement with the mortgage holder whereby CASA V receives residual payments based on fixed rates and pays low yield floating rates. The economics inherent in the interest rate swap are included in the mortgage loan valuation.

Valuation techniques utilized by HGINA in estimating the fair value of bonds and mortgage notes payable primarily include discounted cash flow analysis. For municipal bonds, such techniques include present value analysis by discounting the yield difference between a) the low yield floating rate municipal bond funding, including the impact of the interest rate swap, and b) current interest rates for conventional mortgage financing over a ten year holding period, as well as consideration of recent comparable transactions and other available inputs.

Debt issue and remarketing costs are not reflected on the statements of net assets but are included in the cost basis of bonds and mortgage notes payable and are amortized over the terms of the respective mortgage notes payable as a component of interest expense.

Unrealized Gain/Loss

Investments in real estate, related bonds and mortgage notes payable and line of credit are stated at fair value. CASA V records the difference between the fair value and historical cost as unrealized gain/(loss) in the accompanying financial statements.

PRELIMINARY & UNAUDITED

Financial Statements - *continued*

Note 2 – (continued)

Derivative Financial Instruments

CASA V has entered into total rate of return swap with Bank of America (more fully described in Note 6), to convert its fixed rate municipal bond debt to Securities Industry and Financial Markets Association ("SIMFA") indexed floating rate debt. The SIMFA Index is a national rate based on a composite of approximately 250 issuers of high-grade, seven-day tax-exempt variable rate demand obligations issues of \$10 million or more.

Concentration of Market, Interest Rate and Credit Risk

Concentrations of market, interest rate and credit risk may exist with respect to CASA V's investments and its other assets and liabilities. Market risk is a potential loss CASA V may incur as a result of changes in the fair value of its investment. Interest rate risk includes the risk associated with changes in prevailing interest rates. In the normal course of its activities, CASA V may employ derivative financial instruments, including interest rate contracts. Such derivatives are also used for managing risk associated with CASA V's portfolio of investments.

Credit risk includes the possibility that a loss may occur from the failure of counterparties or issuers to make payments according to the terms of a contract. CASA V's exposure to credit risk at any point in time is generally limited to amounts recorded as assets on the statements of net assets.

CASA V invests its cash primarily in deposits and money market funds with commercial banks. At times, cash balances at a limited number of banks and financial institutions may exceed federally insured amounts. HGINA believes it mitigates credit risk by depositing cash in or investing through major financial institutions. In addition, in the normal course of business, CASA V's real estate investments may extend credit to their tenants, which consist of individuals. HGINA does not believe this represents a material risk of loss with respect to its financial position.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of cash on hand and short-term investments that mature within ninety days.

Restricted Cash

Restricted cash is comprised of cash deposits plus accrued interest in escrow accounts held for certain payments of real estate taxes, insurance premiums and various capital improvements required by bonds and mortgage notes payable lenders.

Asset Advisor Fees

Asset advisor fees are accrued and paid throughout the year and are recorded as asset advisor fees in the accompanying financial statements.

Income and Expense Recognition

Property rental income is recognized on an accrual basis in accordance with the terms of the underlying lease agreements which are generally for a period of one year or less. Operating expenses are recognized as incurred.

Income Taxes

CASA V adopted the authoritative guidance for uncertainty in income taxes. This guidance requires CASA V to recognize a tax benefit from an uncertain position only if it is more likely than not that the position is sustainable, based solely on its technical merits and consideration of the relevant taxing authority's widely understood administrative practices and precedents. If this threshold is met, CASA V should measure the tax benefit as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. No accrual was deemed necessary at December 31, 2011.

PRELIMINARY & UNAUDITED

Financial Statements - *continued*

Note 2 – (continued)

CASA V is not subject to income taxes. Accordingly, no provision for federal or state income taxes is recorded since such taxes, if any, are the responsibility of individual partners.

CASA V is subject to filing requirements in the U.S. and various state jurisdictions.

Note 3 – COMMITMENTS AND CONTINGENCIES

CASA V has no outstanding purchase or sale commitments as of December 31, 2011.

CASA V may become a party to claims arising in the normal course of its business. No such claims have come to the attention of management or its legal counsel that would have a material adverse effect on CASA V's financial position.

Note 4 – ASSET ADVISOR FEES

HGINA is entitled to receive a quarterly asset advisor fee as compensation for management, advisory and administrative services provided to CASA V. The asset advisor fee is calculated on a quarterly basis and is equal to 7% of net cash flow, as defined, exclusive of debt service costs, capital expenditures, depreciation and asset manager fees. The asset advisor fees totaled \$122,721 for the period April 25, 2011 (commencement of operations) through December 31, 2011. The asset advisor fees payable at December 31, 2011 totaled \$118,916.

HGINA is entitled to receive an acquisition fee on properties purchased for CASA V. The acquisition fee is calculated as 75 basis points of the gross purchase price. Acquisition fees paid to HGINA for the period April 25, 2011 (commencement of operations) through December 31, 2011 totaled \$1,129,594.

Note 5 – FAIR VALUE MEASUREMENTS

CASA V uses the valuation methodology described in Note 2. The authoritative guidance provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. Additionally, the guidance provides companies with the option to report eligible financial assets and financial liabilities at fair value on an instrument-by-instrument basis. This option is available when an entity first recognizes a financial asset or financial liability or upon signing a firm commitment and allows a one-time election for existing qualifying financial assets and liabilities. CASA V elected to account for its debt liabilities at fair value in part to comply with industry reporting standards that require all debt liabilities to be reported at fair value.

To increase consistency and comparability in fair value measurements and related disclosures, CASA V utilizes the fair value hierarchy required by the guidance which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels:

Level 1 - Quoted prices in active markets for identical securities

Level 2 - Prices determined using other significant observable inputs. Observable inputs that other market participants would use in pricing a security, including quoted prices for similar securities.

Level 3 - Prices determined using significant unobservable inputs. Unobservable inputs reflect CASA V's own assumptions about the factors market participants would use in pricing an investment, and would be based on the best information available in the circumstances.

PRELIMINARY & UNAUDITED

Financial Statements - continued

Note 5 – (continued)

As of December 31, 2011

<u>Description</u>	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Real estate investments	149,200,000	-	-	149,200,000
Bonds and mortgage notes payable	(100,974,148)	-	-	(100,974,148)
Line of credit	(61,500,000)	-	-	(61,500,000)

The following is a reconciliation of assets and liabilities for which significant unobservable inputs (level 3) were used in determining fair value:

	December 31, 2011		
	Real estate investments	Bonds and mortgage notes payable	Line of Credit
Beginning value	\$ -	\$ -	\$ -
Unrealized loss	(1,285,346)	(1,477,519)	-
Cost of property improvements	484,514	-	-
Property acquisitions	149,983,095	(86,459,460)	-
Accrued property improvements	17,737	-	-
Principal repayments	-	110,312	18,500,000
Proceeds from debt issuance	-	(14,625,000)	(80,000,000)
Amortization of capitalized bond fees	-	(53,288)	-
Increase in capitalized bond fees	-	1,530,807	-
Ending value	<u>\$ 149,200,000</u>	<u>\$ (100,974,148)</u>	<u>\$ (61,500,000)</u>
Amount of unrealized loss reported in the statement of operations attributable to investments, bonds and mortgage notes payable and line of credit held at year end	\$ (1,285,346)	\$ (1,477,519)	\$ -

PRELIMINARY & UNAUDITED

Financial Statements - continued

Note 6 – PURCHASE OF INVESTMENT PROPERTIES

CASA V purchased the following properties in 2011:

<u>Property</u>	<u>Location</u>	<u>Purchase Price</u>	<u>Purchase Date</u>	<u>Fair Value of Debt Assumed</u>
Southview Gables	Durham, NC	\$ 22,500,000	09/08/2011	\$ -
Waterford at the Lakes	Kent, WA	37,750,000	09/16/2011	24,329,460
Waterford Park	Lauderhill, FL	29,362,500	10/06/2011	19,800,000
Fordham Glen	Glendale Heights, IL	34,500,000	11/22/2011	22,750,000
Mar Lago	Plantation, FL	<u>26,500,000</u>	12/20/2011	<u>19,580,000</u>
		<u>\$ 150,612,500</u>		<u>\$ 86,459,460</u>

Note 7 – BONDS AND MORTGAGE NOTES PAYABLE

Bonds and mortgage notes payable consist of the following at December 31, 2011:

	12/31/11 Outstanding Principal	12/31/11 Fair Value	12/31/11 Interest Rate	Maturity Date
Waterford at the Lakes ⁽¹⁾	\$ 24,219,148	\$ 24,219,148	5.75%	7/1/2019
Southpoint Glen ⁽²⁾	14,625,000	14,625,000	3.97%	11/1/2018
Waterford Park ⁽²⁾	19,800,000	19,800,000	4.01%	11/1/2018
Fordham Glen ⁽²⁾	22,750,000	22,750,000	3.91%	12/1/2018
Mar Lago ⁽³⁾	<u>22,000,000</u>	<u>19,580,000</u>	6.25%	12/1/2051
Total	<u>\$ 103,394,148</u>	<u>\$ 100,974,148</u>		

⁽¹⁾ The interest rate is fixed. The financing requires monthly principal payments based on a ten-year amortization schedule.

⁽²⁾ The interest rate is fixed.

⁽³⁾ The bond is in the Bank of America total return swap program. The interest rate noted is the fixed rate on the bond.

See below for the effective rate.

As part of its financing strategy, Casa V has entered into a total rate of return swap with Bank of America. As part of the swap agreement, various properties are included in a financing pool where Bank of America purchased the underlying bonds. Bank of America established a maximum 75% loan to value for the financing pool of properties based on their internal valuation procedures, which can differ from what a third party market participant might consider fair value. The total rate of return swaps are contractual agreements between Casa V and Bank of America and have two features: (1) an interest rate swap feature and (2) a total rate of return feature. The interest rate swap feature is designed to allow the exchange of the net difference between a fixed and floating interest rate periodically over the life of the contract without the exchange of the underlying principal amount. The total rate of return feature requires Casa V and Bank of America to make settlement payments to each other as follows upon expiration of the bonds or

PRELIMINARY & UNAUDITED

Financial Statements - continued

Note 7 – (continued)

expiration of the swap contract: Bank of America shall pay Casa V for any appreciation of the value of the bond over the notional amount and Casa V shall pay Bank of America for any depreciation below the notional amount. Ultimately, Casa V has the option of bidding "par" on the bonds outstanding which limits the maximum liability to the total principal amount of tax-exempt bonds and accrued interest. The interest rate swap feature includes periodic settlements at defined intervals. According to the terms of the swap, Casa V pays a fixed rate of interest as described in the table above and receives variable interest at the SIFMA rate plus a spread as described in the table below

A summary of the bonds and mortgage notes payable in the Bank of America total return swap program as of December 31, 2011 is as follows:

The notional amounts for the swaps noted below correspond with the outstanding principal balances detailed in the debt table on the previous page.

Tax Exempt Bonds:

	SIFMA Rate at 12/31/11	Basis Point Spread	Total Effective Rate on Tax- Exempt Bonds	Swap Expiration Date
Mar Lago	0.10%	95	1.05%	12/1/2015

The future principal maturities of bonds and mortgage notes payable at December 31, 2011 are:

2012 \$	344,149
2013	368,815
2014	390,900
2015	414,308
2016	435,318
Thereafter	<u>101,440,658</u>
Total \$	<u>103,394,148</u>

Note 8 – LINE OF CREDIT

On August 11, 2011, CASA V closed on a \$45,000,000 three year revolving line of credit facility ("the Facility") with Bank of America. The line is drawn on in minimal increments of \$100,000 and not less than \$1,000,000 for each borrowing. The line of credit bears interest at LIBOR plus 65 basis point spread. The collateral is the capital commitment of CASA V of Utah.

On September 30, 2011, CASA V increased the Facility amount with Bank of America to \$67,500,000. All of the terms noted above remained the same. The collateral is the capital commitments of CASA V of Utah and Colorado. There were draws totaling \$80,000,000 and repayments totaling \$18,500,000 for the period April 25, 2011 (commencement of operations) through December 31, 2011. The outstanding balance on the Facility was \$61,500,000 at December 31, 2011.

PRELIMINARY & UNAUDITED

Financial Statements - continued

Note 9 – FINANCIAL HIGHLIGHTS

The following summarizes CASA V's financial highlights, consisting of total return and expense and net investment income ratios, for the period April 25, 2011 (commencement of operations) through December 31, 2011.

	2011
	Limited Partners
Total return¹	
Beginning of year since- inception internal rate of return	N/A
End of year since- inception internal rate of return	N/A
Expense ratios²	
Operating expense	<u>-19.97%</u>
Incentive allocation	<u>0.00%</u>
Total expenses and incentive allocation	<u>-19.97%</u>
Net investment income ratio³	<u>-5.36%</u>

¹ Total return is calculated based on a dollar-weighted internal rate of return methodology net of fees and incentive allocations. The internal rate of return is computed on a since-inception basis using quarterly compounding and the midpoint of the quarter of cash inflows received by and outflows paid to investors and including ending net asset value as of each measurement date. Because total return is calculated for the limited partners taken as a whole, an individual limited partner's return may vary from these returns based on different management fee and incentive arrangements (as applicable) and the timing of capital transactions.

² The expense ratios are calculated for the Limited Partners taken as a whole using weighted average net assets for the period. The computation of such ratios based on the amount of expenses and incentive allocations assessed to an individual Limited Partner's capital may vary from these ratios based on different management fee and incentive arrangements (as applicable) and the timing of capital transactions.

³ The net investment income ratios are calculated for the Limited Partners taken as a whole using weighted average net assets for the period. The computation of the net investment income ratio based on the amount of net investment income assessed to an individual Limited Partner's capital may vary from these ratios based on different management fee arrangements (as applicable). The net investment income ratio does not reflect the effects of any incentive fees.

Note 10 – SUBSEQUENT EVENTS

On January 5, 2012, the first capital call in the amount of \$33,564,493 was due from the investors.

On January 9, 2012, a \$36,700,000 repayment was made on the Facility. The outstanding balance on the Facility after this payment was \$24,800,000.

Database: HENDERSO

BALANCE SHEET

Page: 1

Henderson Investors North America, Inc.

Date: 2/6/2012

ML CASA V, LP

Time: 09:28 AM

Accrual, Cash, Financial Services

Dec 2011

Dec 2010

Assets

Cash-Restricted	2,347,539.00	0.00
Immediate Repair Escrow	2,152,468.08	0.00
Land	4,816,000.00	0.00
Debt Purchase Premium	2,420,000.00	0.00
Building	19,533,496.91	0.00
Market Value Reserve	50,503.09	0.00
Interest Rec-Note 1	38,035.58	0.00
Receivable-Other	25,000.00	0.00
Receivable-Utilities	10,960.00	0.00
Deferred Loan Fees	584,739.41	0.00
Accum. Amort.-Loan Fees	(609.74)	0.00
Val Reserve - Other Asset	(584,129.67)	0.00
Prepaid-Expenses	38,279.63	0.00
	<hr/>	<hr/>
Total Assets	31,432,282.29	0.00
	<hr/> <hr/>	<hr/> <hr/>

Liabilities

Accrued Exp.-Property	7,500.00	0.00
Accrued Insurance	10,047.54	0.00
Expenses Accrued	20,700.00	0.00
Mortgage Note Payable 2	22,000,000.00	0.00
Accrued Int. Pay.-Mtg 2	45,833.33	0.00
Security Deposits Payable	178,528.50	0.00
Prepaid Rent	1,235.00	0.00
Other Liabilities	48,270.11	0.00
	<hr/>	<hr/>
Total Liabilities	22,312,114.48	0.00

Equity

Due to Owner	663,999.50	0.00
Cap. Contrib.-Gen. Prt. 1	8,950,171.63	0.00
Current YTD Result	(494,003.32)	0.00
	<hr/>	<hr/>
Total Equity	9,120,167.81	0.00
	<hr/> <hr/>	<hr/> <hr/>
Total Liability & Equity	31,432,282.29	0.00
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Database: HENDERSO

**Income Statement
ML CASA V, LP**

Page: 1

Date: 2/6/2012

Time: 09:29 AM

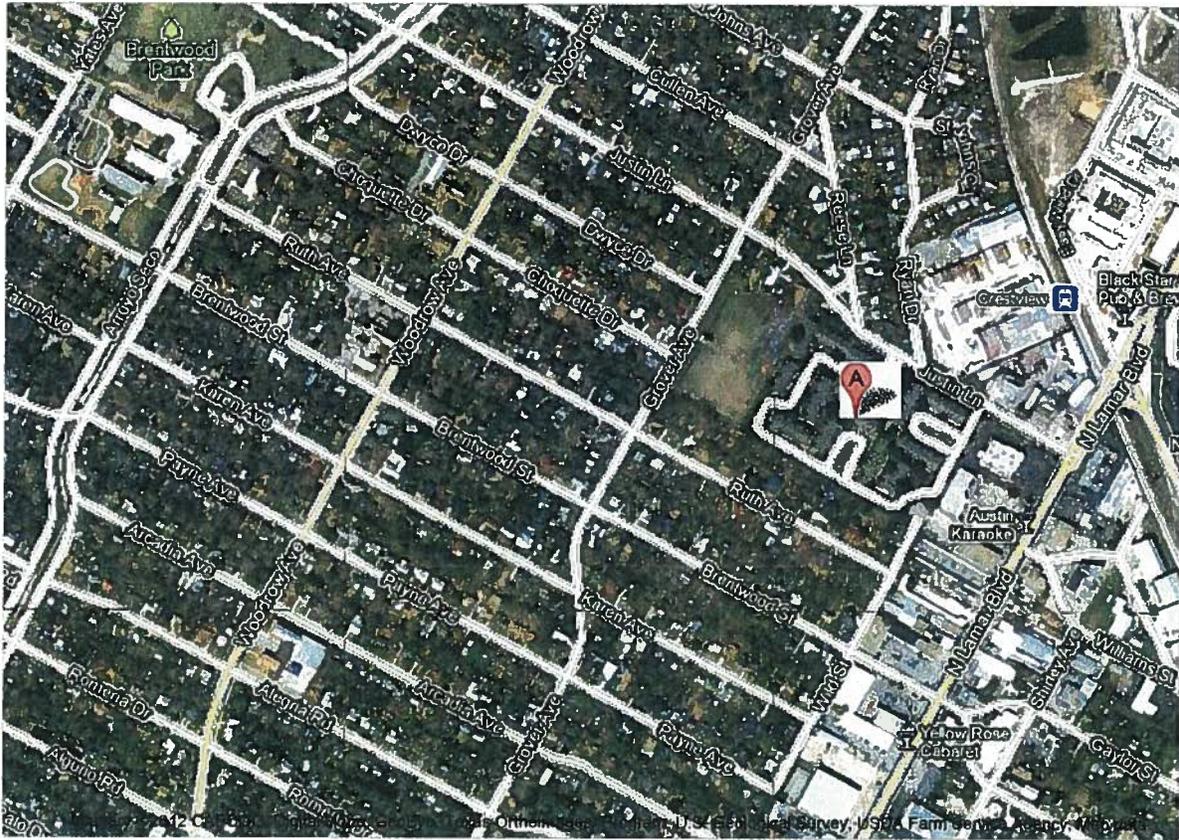
(unaudited)

Accrual, Cash, Financial Services

	Current Period Dec 2011	Quarter to Date	Year to Date	Prior Year to Date Dec 2010
Rental Property Income				
Rental Income	92,060.32	92,060.32	92,060.32	0.00
	92,060.32	92,060.32	92,060.32	0.00
Rental Property Operating Expense				
Cleaning Expenses	2,714.87	2,714.87	2,714.87	0.00
Repair and Maintenance	6,713.03	6,713.03	6,713.03	0.00
Facilities/Safety Expenses	19.48	19.48	19.48	0.00
Roads and Grounds Expense	1,279.36	1,279.36	1,279.36	0.00
Administrative Expenses	6,032.51	6,032.51	6,032.51	0.00
Utilities Expense	4,300.00	4,300.00	4,300.00	0.00
Amenities Expense	131.61	131.61	131.61	0.00
Turnover Expense	(1,800.00)	(1,800.00)	(1,800.00)	0.00
Insurance Expense	12,435.52	12,435.52	12,435.52	0.00
Real Estate Taxes	7,642.78	7,642.78	7,642.78	0.00
Leasing Expenses	3,200.00	3,200.00	3,200.00	0.00
Total Operating Expenses	42,669.16	42,669.16	42,669.16	0.00
Net Operating Income (Loss)	49,391.16	49,391.16	49,391.16	0.00
Other Income				
Interest Income	7.08	7.08	7.08	0.00
Total Other Income	7.08	7.08	7.08	0.00
Other Expense				
Interest	9,774.98	9,774.98	9,774.98	0.00
Unrealized Loss (Gain) -Property	(50,503.09)	(50,503.09)	(50,503.09)	0.00
Unrealized Loss (Gain) - Other	584,129.67	584,129.67	584,129.67	0.00
Total Other Expense	543,401.56	543,401.56	543,401.56	0.00
Net Income (Loss)	(494,003.32)	(494,003.32)	(494,003.32)	0.00



To see all the details that are visible on the screen, use the "Print" link next to the map.





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Schedule C: CASA V Key Personnel

Biographies of Key Personnel

Portfolio Management Team

James G. Martha, CPM, CCIM, Managing Director Property, North America (Co-Portfolio Manager of the Fund) Mr. Martha joined Henderson in 1992 and is currently responsible for the overall management of the North American property business including the strategic planning and management of various client portfolios. He chairs the North American Property Investment Committee and Portfolio Performance Committee and is a member of the North American Management Committee. Mr. Martha is also a member of Henderson's Global Property Management Team. Prior positions within the firm include Director of Property Portfolio Management, Director of Multi-Family Asset Management and Portfolio Manager. Mr. Martha has 28 years of property investment experience managing both debt and equity for institutional and HNW investors. Prior to joining the firm, Mr. Martha was employed by a national real estate property management firm where he held various positions, including Vice President of Multi-Family Housing Management, Vice President of Commercial Management and Portfolio Manager. He holds the Institute of Real Estate Management's CPM designation, and is a two-time past President of the Connecticut Chapter. Mr. Martha also received the CCIM designation from the Commercial Investment Real Estate Institute, he holds the FINRA Series 7 designation and serves on the Advisory Board for National Multi-Family Housing Council (NMFHC). *Education: BS, Management, Central Connecticut State University.*

Susan M. Motowidlak, Director, Portfolio Manager (Co-Portfolio Manager of the Fund) Ms. Motowidlak is responsible for the strategic planning and portfolio management of two multi-family commingled funds, as well as the ongoing management of operations, value enhancement and dispositions of various other North American fund and separate account assets. She is a member of the North American Property Investment Committee and Portfolio Performance Committee. She has 34 years of real estate experience, beginning her career with Aetna Realty Advisors as a Real Estate Analyst. She joined Phoenix Realty Advisors in 1987 where her career path was broad-based including direct responsibility relating to acquisitions, dispositions, loan origination and asset management. In 1998, she joined Starwood Financial and returned to Henderson in 1999. *Education: BS, Economics and Finance, University of Hartford.*

Edward F. Pierzak, Ph.D., Chief Investment Strategist—Property, North America / Portfolio Manager Mr. Pierzak's responsibilities include strategic planning, portfolio management, and research activities. He is responsible for the development and implementation of the U.S. real estate research capability and property house views, as well as the coordination of the global property research effort. Results are integrated into the firm's investment process, strategy, and allocations for investment funds. Portfolio management responsibilities are related to Henderson's diversified commingled open-end real estate fund, the Henderson North American Property Fund, and include investment strategy, transactions activity, and portfolio performance. Additional responsibilities include the communication and promotion of Henderson's market perspectives and capabilities via publications and presentations. He is a member of Henderson's Portfolio Performance and Property Investment Committees. Prior to joining Henderson in May 1999, he was a senior real estate equity investment analyst at Metropolitan Life. *Education: Ph.D., Finance; M.S., Finance; B.S., Industrial Engineering, all from the University of Illinois at Urbana-Champaign.*

A.J. Richard, Esq., Director of Property Portfolio Management / Portfolio Manager Mr. Richard joined the firm in 1992, and is responsible for the strategic planning and portfolio management of various North American property funds, as well as direct supervision of the company's North American real estate asset managers who are responsible for property operations. He is a member of North American Property Investment Committee and Portfolio Performance Committees. Prior positions with the firm include Portfolio Manager and Asset Manager. He has 22 years experience in real estate, five of which were with Travelers Realty Investments, including asset management, market research, mortgage lending, secondary mortgage lending and management reporting systems. Mr. Richard is a member of the Bar of the State of Connecticut, serves on the Advisory Board for National Multi-Family Housing Council (NMHC) and is a member of the International Council of Shopping Centers (ICSC). *Education: JD and MBA, University of Connecticut; BA, English and History, Boston University.*

Michael O. Schwaab, Director of Partner Development Mr. Schwaab is responsible for identifying operating partners suitable for Henderson's North American Manager of Partners Program. He manages the due diligence process for prospective partners and also participates in maintaining the various joint venture relationships. Mr. Schwaab is also responsible for acquisitions, dispositions and asset management for various portfolios. He is a member of Henderson's North American Investment Committee and Portfolio Performance Committee. Prior to joining Henderson in May 2000, he was employed by Equity Residential Properties Trust for ten years, most recently as Vice President of the Transactions Group, where he worked in all areas of real estate acquisitions and dispositions. With more than \$2B in transactions closed during his career, he has extensive experience in both single asset and portfolio transactions of direct real estate, joint venture, REIT and development deals. *Education: MS, Real Estate Appraisal and Investment Analysis, University of Wisconsin; BA, Economics, University of Notre Dame.*

Asset Management Team

Brian P. Eby, Director, Transactions Mr. Eby is responsible for the acquisitions, dispositions and asset management related to various North American portfolios. He is a member of Henderson's Property Investment Committee. Prior to joining Henderson in April 2000, he was a real estate consultant at Arthur Andersen LLP, where he provided appraisals, market analysis and due diligence services relating to multi-family, office, hospitality, industrial and retail property types. Previously, Mr. Eby worked as a development consultant with SB Freidman & Company, a Chicago based development and planning firm. Mr. Eby passed the Level I CFA examination and holds an Illinois Real Estate Broker's License. *Education: BA, Urban and Regional Planning, University of Illinois, Urbana-Champaign.*

Kathleen Clark, Asset Manager Ms. Clark is responsible for the ongoing management of operations, value enhancement and dispositions of a portfolio of North American fund and separate account assets including multi-family and retail property types. She is a member of Henderson's Portfolio Performance Committee. She joined the firm in 2000 as a Treasury Analyst, prior to which she had been Director of Cash Management and Corporate Reporting for Konover & Associates, a shopping center development company, where she had been employed for 10 years. In 2004, she transitioned to the property team as a Portfolio Management Analyst, and advanced to her current position in June 2007. She is a Certified Treasury Professional and a member of the Association of Financial Professionals. *Education: MBA, Management, Albertus Magnus College; BBA, Accounting, Western Connecticut State University.*

Sean A. Dwyer, Vice President, Asset Manager Mr. Dwyer is responsible for the ongoing management of operations, value enhancement and dispositions of a portfolio of North American fund and separate account assets including industrial, multi-family and retail property types. Prior to joining Henderson, Mr. Dwyer was associated with Household International, ORIX Real Estate Equities and Jupiter Realty Corporation in both transactional and asset management capacities. Mr. Dwyer has additional experience in the area of tax-advantaged finance (Section 42 and bond-related) and some of the redevelopment projects he has managed have been recognized with industry awards. *Education: BA, Vassar College.*

Thomas P. Sayers, Vice President, Asset Manager Mr. Sayers is responsible for the ongoing management of operations, value enhancement and dispositions of various North American fund and separate account assets including multi-family and retail property types. He is a member of Henderson's Portfolio Performance Committee. He also has a great deal of expertise in the bond financing used by a number of the investment portfolios managed by the firm. He joined the firm's Investment Accounting Department in 1986 and transferred to the Real Estate Division three years later. Prior to his present position, Mr. Sayers was employed by the firm as the Portfolio Accounting Manager and was an active NCREIF participant. Mr. Sayers is also an affiliated member of the Connecticut Society of Certified Public Accountants. *Education: BS, Accounting, University of Connecticut.*

Kristina Lynn, Transactions Analyst Ms. Lynn is responsible for assisting in the North American property acquisition and disposition underwriting and due diligence process and for preparing investment summaries. Prior to joining Henderson, she was an intern with General Growth Properties and AIG in London. *Education: BBA, Real Estate, Marketing and Management and Human Resources, University of Wisconsin-Madison.*

Fund Accounting and Client Servicing

Mona M. Bent, Director of Financial Services Ms. Bent joined the firm in February of 2002, and is responsible for the Fund Accounting and Reporting areas as well as overseeing the Property and Liability Insurance programs for all of the assets managed by Henderson Global Investors (North America) Inc. She is a member of Henderson's Management and Portfolio Performance Committees. She has 14 years of real estate experience. Prior to joining the firm, Ms. Bent was employed by JP Morgan Fleming Asset Management for seven years, where she was a Vice President and Controller of the Open-ended Commingled Funds. Prior to that she was a Senior Auditor at Deloitte & Touche LLP. She is a participating member of the National Council of Real Estate Investment Fiduciaries (NCREIF). *Education: BS, Accounting, University of Hartford.*

Amy K. Lynch, Manager of Client Services Ms. Lynch manages the Client Service team for the firm's North American property business. Responsibilities include overseeing the coordination and distribution of real estate client and consultant communications and other investor relations activities. She joined the firm in 1993. Prior positions within the property team include Consultant Communications Manager and Marketing Analyst. She is a member of the Professional Association of Investment Communications Resources (PAICR) and holds the FINRA Series 6 designation.