Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Mo Mortazavi, P.E. **Phone #:** 854-7589
Division Director/Manager: Steve Sun, P.E., Engineering Division Manager
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Receive comments regarding a request to close Old Highway 20 between Joyce Turner Drive and Parmer Lane for bridge replacement beginning June 1, 2012 through August 31, 2012 or until construction is completed in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
The existing bridge was built in 1936, and although it is structurally in good condition, the bridge deck is too narrow to accommodate two lanes of traffic, and effectively functions as a one lane bridge. The roadway is also on the Manor ISD bus route, which presents potential safety concerns for its buses. The proposed new bridge will have a wider deck to accommodate two lanes of traffic and a sidewalk on the north side.

STAFF RECOMMENDATIONS:
Staff recommends closing Old Highway 20 begining on or about June 1, 2012 through August 31, 2012, or until construction is complete. The road closure is required for the first phase of construction until the bridge deck is completed.

ISSUES AND OPPORTUNITIES:
The timing and the duration of the road closure is important, because Joyce Turner Road, where Manor New Tech High School is located, is the proposed detour during the construction period. TNR's goal is to complete the bidding process and obtain Court approval and contract award as soon as funding becomes available on June 1, so that construction can begin immediately. The intent is to complete the construction of the bridge deck during the summer and open the road to traffic early in the Fall semester. Total Construction is expected to be completed in six months.
Another important issue to consider is that in the event the construction of the new bridge is not completed before the start of the next phase of the US 290/Manor Expressway improvements at Parmer Lane, the County project will have to be delayed until the State's project is complete. This is because the County will be using US 290 as the detour during the Old Highway 20 road closure. Construction of the last phase of Manor Expressway, which will extend to just east of Parmer Lane,

has already begun, but construction activities that could impact the County's project, are not scheduled to begin until Late in the year or early 2013.

FISCAL IMPACT AND SOURCE OF FUNDING:

Several years ago, TxDOT and Travis County executed an Advance Funding Agreement (AFA) whereby TxDOT and the federal government would reimburse 90% of the construction cost of this project under the Off-System Bridge Program. However, in 2010, TxDOT notified TNR that due to the downturn in the economy, those funds were no longer available, and it was unclear when or if they would be restored. The County then requested and received approval from the voters for construction funding for this project in the 2011 bond referendum.

This closure will require some work by Travis County road maintenance crews to post public notices. Necessary detour routing signs will be installed by the contractor.

ATTACHMENTS/EXHIBITS:

Map of detour route

Pictures of public notice sign and affidavit

REQUIRED AUTHORIZATIONS:

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

CC:

Don Ward, TNR (854-9317)		Stephanie Jensen COA Public Safety GIS, (974-6446)	
David Greear, TNR (854-7650		TCSO Dispatch (974-0845 +3)	
Howard Herrin, TNR (266-3314)		ESD #11 (243-3477	
Mo Mortazavi,TNR (854-7589)		Manor I.S.D. (278-4085)	City of Manor (272-5555)

: :

0101 - Administrative -

Item 3

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 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:
Approve Resolution Recognizing the Month of May 2012 as "Mental Health Month" and May 9, 2012 as "Children's Mental Health Awareness Day" in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
In keeping with the Court's commitment and support of Mental Health programs and resources for the community, Travis County recognizes it's community partners and service providers that ensure that youth and families have access to services available to them and calls attention to the fact that mental illness affects one in five of young people.

STAFF RECOMMENDATIONS:
Staff recommends approval of this proposed resolution.

ISSUES AND OPPORTUNITIES:
This resolution provides an opportunity for the Court to highlight its commitment to Mental Health in Travis County and the positive steps taken by the County and its partners in the provision of mental health services for its residents.

FISCAL IMPACT AND SOURCE OF FUNDING:
This item will not increase the County Budget.

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.

Travis County Commissioners Court

Resolution

WHEREAS, Community Mental Health is essential to overall health and well-being for all;

WHEREAS, we live in a community where one in five of our children of all faces, races, ethnicities, and religious backgrounds is affected by mental illness;

WHEREAS, we see our community coming together to help children, youth and adults who live with mental illness lead full and productive lives positively impacting our community;

WHEREAS, we acknowledge that more must be done to help the estimated two-thirds of children and youth living with mental illness who do not yet have the support they need to succeed;

WHEREAS, we dedicated the month of May each year to bring our neighbors, friends, and family members together to learn more about what good mental health means;

WHEREAS, we recognize May 9, 2012, as Children's Mental Health Awareness Day and see it as an opportunity to raise awareness about children's mental health, reduce stigma and celebrate resiliency; and

WHEREAS, Travis County Health and Human Services and Veterans Service continues to support the development and implementation of the Travis County System of Care to ensure children, youth and families have access to the services and supports that build upon their strengths and best meet their needs.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM THE MONTH OF MAY AS

"MENTAL HEALTH MONTH"

AND MAY 9, 2012 AS

"CHILDREN'S MENTAL HEALTH AWARENESS DAY"

IN TRAVIS COUNTY, AND CALL UPON THE CITIZENS, GOVERNMENT AGENCIES, PUBLIC AND PRIVATE INSTITUTIONS, BUSINESSES AND SCHOOLS IN TRAVIS COUNTY TO RECOMMIT OUR COMMUNITY TO INCREASING AWARENESS AND UNDERSTANDING OF MENTAL HEALTH AND THE NEED FOR APPROPRIATE, ACCESSIBLE SERVICES FOR ALL PEOPLE WHO HAVE MENTAL ILLNESS.

SIGNED AND ENTERED THIS _____ DAY OF MAY 2012.

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

_____
KAREN L. HUBER
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4

Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Kris Nilsen, 854-4820
Elected/Appointed Official/Dept. Head: Diane Poirot, 854-9170
County Executive: Leslie Browder, 854-9106
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approve proclamation to declare May 6 - 12, 2012 as Public Service Recognition Week and Tuesday, May 8, 2012 as Travis County Employee Recognition Day.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of this proclamation is to formally observe May 6 – 12, 2012 as Public Service Recognition Week. Public Service Recognition Week is observed nationally each year. This celebration is to raise awareness of the services a county provides to its citizens and the dedicated employees who provide these services. There are 823 employees who reached milestones of 5, 10, 15, 20, 25, and 30 years of service in 2011.

Throughout the year, employee recognition events have been occurring at the department level. It will culminate at Commissioners Court on May 8, 2012 when Travis County honors its most tenured employees who, through their dedicated service, have achieved milestones of 20, 25, and 30 years of service in 2011, by awarding certificates of recognition. This will be the 20th year that Travis County has honored employees in this manner.

STAFF RECOMMENDATIONS:

HRMD recommends approval.

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

Costs are routine and are covered within the standard HRMD operational 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.

REQUIRED AUTHORIZATIONS:

Kim Austin-Smith, Human Resources Management Department, 854-4707
Diane Poirot, Human Resources Management Department, 854-9170
Leslie Browder, Planning and Budget Office, 854-9106
County Auditor's Office 854-9125
County Treasurer's Office 854-9365

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 • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165 / (512) 854-4302

WHEREAS, the Partnership for Public Service and the Public Employees Roundtable has declared May 6 - 12, 2012, as Public Service Recognition Week;

WHEREAS, Citizens benefit from Travis County's public service delivery system that ensures justice and public safety, preserves health; serves veterans; provides a safety net for the needy; fosters an efficient transportation system; promotes recreational activities; and, preserves the County's natural resources;

WHEREAS, the Travis County Government's approximately 4,600 employees judiciously manage taxpayers' dollars to ensure accountability, efficiency, effectiveness in the delivery of the aforementioned services;

WHEREAS, Travis County Government values accountability; upholding the public's trust; good customer service; sound fiscal policy and administration; respect for the individual; honesty and openness;

WHEREAS, public records nationwide chronicle the leadership, commitment, innovation, contributions and valuable services provided by public sector employees in an assortment of disciplines, e.g. public administration, human resource management, information technology, accounting, finance, law, criminal justice, emergency services, health and human services, medicine and more;

WHEREAS, the Commissioners Court recognizes and wishes to acknowledge the service and commitment of Travis County's 4,600 public servants by displaying an Employee Recognition Banner on the Ned Granger Building;

WHEREAS, the Commissioners Court will publicly recognize on May 8, 2012 177 employees who have completed 20, 25, and 30 years of service with Travis County Government;

WHEREAS, the Commissioners Court challenges each Elected and Appointed Official to acknowledge the contributions of their employees, especially during the week of May 6th through May 12th – National Public Service Recognition Week;

NOW, THEREFORE, LET IT BE KNOWN THAT WE, MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM

May 6 - 12, 2012 AS

"PUBLIC SERVICE RECOGNITION WEEK"

AND

May 8, 2012 AS
"TRAVIS COUNTY EMPLOYEE RECOGNITION DAY"

IN THE GREAT COUNTY OF TRAVIS.

IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUT HANDS AND AFFIXED THE OFFICIAL SEAL OF THE COUNTY OF TRAVIS ON THIS 1st DAY OF MAY 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN L. HUBER
Commissioner, Pct. 3

MARGARET J. GOMEZ
Commissioner, Pct. 4

Item 5

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Edith Moreida X49280
Elected/Appointed Official/Dept. Head: Commissioner Margaret Gomez
Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE:

Approve Proclamation recognizing 150th Anniversary of Cinco de Mayo, the Battle of Puebla, in Travis County.

Travis County Commissioners Court

Proclamation

WHEREAS, 2012 marks the 150th anniversary of the Battle of Puebla, in which men and women led by General Ignacio Zaragosa from Goliad, Texas, successfully defended themselves against French troops, and

WHEREAS, Twenty-six years ago, Travis County began hosting a Cinco de Mayo celebration in order to keep alive the spirit of community that is signified by the Battle of Puebla, and to recognize the men and women who fought, as well as those who still work to ensure our freedom, and

WHEREAS, This is the sixteenth annual combined City of Austin &Travis County celebration, which has been sponsored by many Elected and Appointed officials and Department heads, along with the Downtown Austin Alliance, and

WHEREAS, This year Travis County Commissioner Margaret Gómez and the Honorable Amalia Rodriguez-Mendoza, Travis County District Clerk, will host a reception for elected and appointed officials who have sponsored this event in previous years.

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE THE 150TH ANNIVERSARY OF CINCO DE MAYO, AND ENCOURAGES ALL CITIZENS TO HONOR THOSE WHO FOUGHT IN THIS GREAT BATTLE.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 1ST DAY OF MAY 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4

Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 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: Commissioner Karen Huber, Pct. 3

AGENDA LANGUAGE:
Approve Resolution Recognizing the Month of May 2012 as "Older Americans Month" in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The Court has a long history of support and commitment to the County's older residents and engaging the resources and expertise they bring to volunteer opportunities in the Travis County community. This proposed resolution recognizes the issues faced and contributions made by Older Americans.

STAFF RECOMMENDATIONS:
Staff recommends approval of this proposed resolution.

ISSUES AND OPPORTUNITIES:
This resolution provides an opportunity for the Court to the contributions and achievements of older adults who have enriched our community's quality of life and to the professionals, family members, and volunteers who care for them in Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:
This item will not increase the County Budget.

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.

Travis County Commissioners Court

Resolution

WHEREAS, Travis County is a community that includes over 118,000 citizens age 60 and older;

WHEREAS, The Austin-Round Rock metro area has the fastest growing pre-senior (age 55-64) population and the second fastest growing senior (age 65+) population in the United States;

WHEREAS, Travis County and Coming of Age Austin Metro are committed to helping all individuals maintain their health, wellness, and independence in later life;

WHEREAS, the older adults in Travis County play an esteemed role in sharing their knowledge, wisdom, and understanding of our rich community history with children, youth, and adults from all generations;

WHEREAS, the interactions of older adults with family, friends, and neighbors improve the lives of everyone in our community; and

WHEREAS, Travis County and Coming of Age Austin Metro can provide opportunities to enrich citizens young and old by:

- Emphasizing the value of including older adults in public and family life,
- Encouraging older adults to remain actively involved in strengthening our community through volunteerism,
- Creating opportunities for older adults to interact with people of different generations, and
- Providing informational services, learning opportunities, hands-on activities, and support systems that allow older adults to participate in social activities throughout our community.

NOW, THEREFORE, BE IT RESOLVED BY THE TRAVIS COUNTY COMMISSIONERS COURT THAT ALL CITIZENS OF TRAVIS COUNTY ARE URGED TO OBSERVE MAY 2012 AS:

"OLDER AMERICANS MONTH" IN TRAVIS COUNTY

IN RECOGNITION OF THE CONTRIBUTIONS AND ACHIEVEMENTS OF OLDER ADULTS WHO HAVE ENRICHED OUR COMMUNITY'S QUALITY OF LIFE AND TO THE PROFESSIONALS, FAMILY MEMBERS, AND VOLUNTEERS WHO CARE FOR THEM.

SIGNED AND ENTERED THIS _____ DAY OF MAY, 2012.

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

_____
KAREN HUBER
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Kimberly Pierce, CJP Planning Manager 4-4764
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive Justice and Public Safety
Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE: Receive update and presentation from Council on At Risk Youth (CARY) on its FY11 accomplishments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
CARY staff will present an overview of their accomplishments in FY2011.

STAFF RECOMMENDATIONS: n/a

ISSUES AND OPPORTUNITIES: n/a

FISCAL IMPACT AND SOURCE OF FUNDING: n/a

REQUIRED AUTHORIZATIONS: 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.

CRIMINAL JUSTICE PLANNING

Roger W. Jefferies, County Executive, Justice & Public Safety
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

To: Travis County Commissioners Court

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Kimberly Pierce, Planning Manager, Criminal Justice Planning

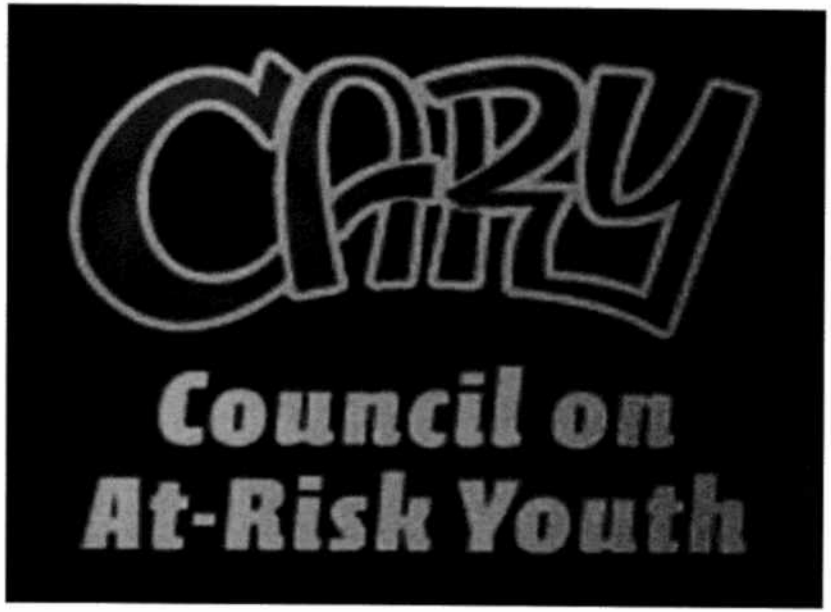
Date: April 24, 2012

Subject: Receive update and presentation for Council on At Risk Youth (CARY) on its FY11 accomplishments

CARY requests that they make a presentation on completed pertaining to CARY's accomplishments in FY11 and upcoming FY13 events. Back-up materials are attached to this memorandum.

Attachment: CARY Power Point

cc: Cynthia Finnegan, CJP Senior Planner



Adrian Moore

Executive Director

Shana Fox
Latoya Harmason
Wes Vincik
Carlos Sanchez

Youth Advisors

TODAY'S CARY PRESENTATION

Overview - Adrian Moore

Aggression Replacement Training - Shana Fox

Individual Counseling- Latoya Harmason

Behavioral Coaching Mentors- Wes Vincik

Outcome Measures- Carlos Sanchez

Student Responses- CARY students

ABOUT CARY

- **Mission:** Helping youth promote safe schools and safe community, works to close the school-to-prison pipeline
- **Locations:** ***PeaceRox* in the ALC,** Bedichek, Burnett, Dobie, **Garcia**, Pearce, Webb Middle Schools; *Behavioral Coaching Mentorship* at Reagan, Lanier, LBJ High Schools
- **Target Youth:** 600 youth annually in middle school disciplinary system
- **Why This Group?:** Disciplinary acts are powerful predictors for future referrals to juvenile and criminal justice ("Breaking Schools' Rules")

TRAVIS COUNTY COMMUNITY PLAN

- **High Priority:** Travis County needs juvenile delinquency prevention and early intervention services for low-income and at-risk youth.
- **Goals:** Provide year-round programming.
- **Strategies/Tasks:** Identify and secure funding to support the implementation of established and new evidence-based prevention and early intervention services for identified youth.
- **Implementation:** Build organizational capacity (staffing, governance, and financial stability) and secure alternate sources of funding and in-kind donations to support local prevention and early intervention needs.

PREVENTION AND INTERVENTION QUOTES

"Early Intervention is critical to children and youth's behaviors escalating beyond the parent's control and the public school disciplinary system's control and subsequently ends up with the police being notified and the youth is taken to the juvenile justice agency." - United Nations, Social.un.org/Youth Year/docs., 2011

"Resources should be invested in prevention or early intervention programs to reduce involvement of minorities in school delinquency, enhance academic performance, support economically disadvantaged families, and develop effective interventions for juveniles with emotional or learning disabilities."

- Texas A&M University Public Policy Research Institute

"There is need to build an infrastructure for effectively preventing delinquent offenses. The prevention infrastructure should include involvement in a local prevention board with participation by the City of Austin, Travis County, Austin ISD school board and Austin/Travis County Health Department." - Council on At-Risk Youth

BUDGET REQUEST

- Council on At-Risk Youth – Delinquency and Youth Violence Prevention Program
- Amount: $285,900.00
- Travis County support is requested for Fy13:
  - *Three Youth Advisors,* the PeaceRox Program at three middle school sites for *225 youth*, and
  - *One Mentor Youth Advisor,* supervise mentors for *100 middle school youth* transitioning to three high school sites


PeaceRox

AGGRESSION REPLACEMENT TRAINING

Skillstreaming
The Behavioral Component

Empathetic Reasoning
The Values Component

Anger Control Training
The Emotional Component

A.R.T. LESSONS

- Listening lesson
- Intro to the anger pyramid
- Intro to social skills
- Kohlberg's Stages of Moral Development
- Defining empathy
- The ABC's of Conflict
- Following directions
- Intro to 15 Character Traits
- Someone I admire
- Anger management cycle
- How to introduce yourself
- Goal-setting & self-esteem
- Empathizing – In ten years
- Recognizing anger triggers
- Negotiating skills
- Responsibility
- The Trust Account
- Recognizing anger cues
- Self-control
- Perseverance
- Standing up for your rights
- Responding to teasing
- Making a complaint
- Dealing with an accusation
- Dealing with group pressure
- Keeping out of fights
- Avoiding trouble with others
- Dealing with someone else's anger

INDIVIDUAL COUNSELING

Coaching/Mentoring

Grades

Attendance

Behavioral Goal Setting

Parent Contacts

Discipline

CARY Mentor Program

- CARY Behavioral Coaching and Mentoring Program began in October of 2010 as a result of grant funding through the Criminal Justice Division of the Governor's Office.
- Purpose is to match freshmen at three AISD high schools (Lanier, LBJ and Reagan) with upper level college students.
- Mentees must meet have at least one disciplinary incident involving fighting or aggressive behavior.
- Mentors are screened, interviewed and must pass a criminal background check.
- They receive on-going training and support throughout their participation in the program.
- Each Mentor is assigned up to 3 Mentees and develops a positive, supportive relationship with these students through weekly meetings.

MENTORSHIP PROGRAM

About the mentees

- 9th grade students
- Enrolled at Reagan, LBJ, and Lanier High Schools or the Alternative Learning Center
- One or more aggressive discipline incidents

About the mentors

- Local university students
- Interviewed, background checks
- Initial and ongoing monthly trainings

Our annual goal is to match 33 mentors with 100 mentees

MENTORSHIP PROGRAM EVALUATION

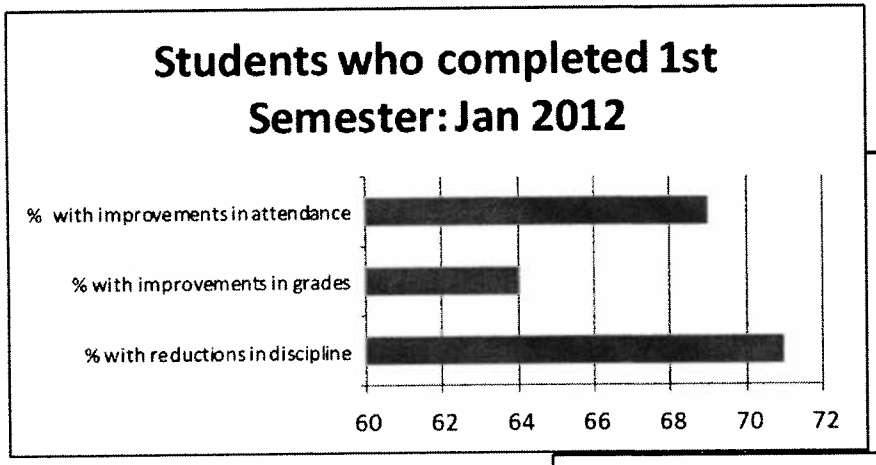
1st year evaluation

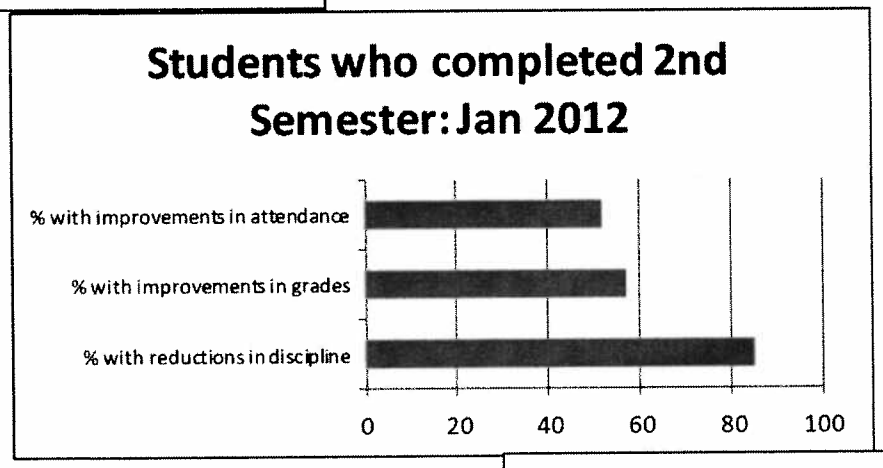
Only 12 out of 83 students had another aggressive discipline incident after being matched with a mentor

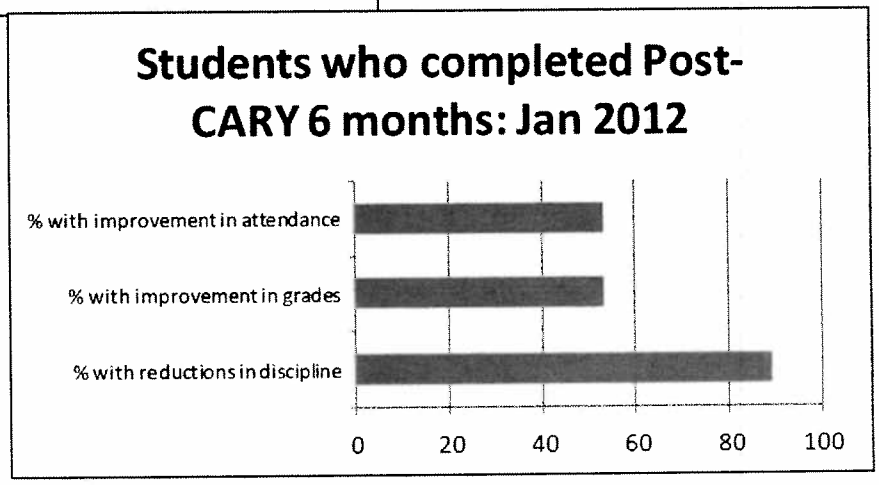
6-month evaluation (this year)

Only 8 out of 46 students had another aggressive discipline incident after being matched with a mentor

OUTCOME MEASURES







Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012

Prepared By/Phone Number: Roger Jefferies, County Executive, Justice and Public Safety, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, Justice and Public Safety (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE COLLABORATION WITH THE TEXAS CONFERENCE OF URBAN COUNTIES FOR THE TECHSHARE COURT AND PROSECUTION MODULE PROJECTS INCLUDING:

A. **UPDATE ON STATUS OF PROJECTS**
B. **REQUEST FOR RESOURCES**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached memo updating the Commissioners Court on the status of the TechShare initiative and related resource requests from Criminal Courts Administration and the County Clerk's Office.

STAFF RECOMMENDATIONS:
Please see attached memo.

ISSUES AND OPPORTUNITIES:
Please see attached memo.

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

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.

Planning and Budget Office

ATTCHEMENTS:
Memo to the Commissioners Court from Joe Harlow, Roger Jefferies, and Vicki Skinner, and related resource requests from Criminal Courts Administration and the County Clerk's Office.

Copies to:

IJS Steering Committee
Elected and Appointed Officials Represented on the IJS Steering Committee
CUC

MEMORANDUM

To: Samuel Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Joe Harlow, County Executive, Information and Technology Services
Roger Jefferies, County Executive, Justice and Public Safety
Vicki Skinner, Chair, Integrated Justice System Steering Committee

Date: April 24, 2012

Subject: **CONSIDER AND TAKE APPROPRIATE ACTION ON THE COLLABORATION WITH THE TEXAS CONFERENCE OF URBAN COUNTIES FOR THE TECHSHARE COURT AND PROSECUTION MODULE PROJECTS INCLUDING:**

A. UPDATE ON STATUS OF PROJECTS
B. REQUEST FOR RESOURCES

TechShare Background

The Texas Conference of Urban Counties (CUC) is leading the development of a multi-phased, integrated, enterprise justice system for participating counties. Specifically, they are leading the development of both a criminal court case management module and a prosecution module as the next phases in a broader Adult Criminal Case Management System (ACMS) project. Travis County approved participation in the first phase of this project in July 2011 along with partners in Bell, Dallas, and Tarrant Counties, and the Texas Association of Counties (TAC) as the primary development partners for these projects. We chose to participate for the following reasons:

- The process is a structured, collaborative way to develop a replacement for the criminal component of FACTS and PIMS.
- It is an opportunity for improvements and efficiencies in our current criminal court, prosecution, and county and district clerk processes.
- It will result in a completed set of business requirements and an RFP for use by Travis County in the software development phase with CUC or to utilize on our own.

- It provides a potential lower costs in the development and implementation phase and possible recoup of some costs.

Over the last several months, teams under the IJS Steering Committee along with teams from CUC worked to validate and document the business requirements of the Travis County Criminal Courts, the District and County Clerk Offices, and the District and County Attorneys' Offices. Other entities that interface with them and would be impacted by the new systems also participated in the documentation of business requirements. Participation by these other entities is particularly important because the new systems must be built with connectivity to all other systems that currently interface with FACTS and PIMS. The departments/offices that will be utilizing the new system also worked to include business requirements that will result in the ability to comply with the minimum requirements provided by the Auditor's Office for financial statement reporting, daily revenue remittance to the Treasurer's Office, and audit trails to support transactions.

This work has resulted in the development of the baseline tools necessary to select a vendor for the software development and implementation stage for all partners in the project. These tools or deliverables include:

1. Software development plan that is based on the detailed requirements.
2. Software development project budget.
3. RFP and Scope of Work
4. Solid work plan for moving forward.

Status of the Prosecutor Module

The IJS Steering Committee, with primary consideration to the votes of the County Attorney and District Attorney offices, approved in April recommending to the Commissioners Court that the county go forward with Prosecutor module of the TechShare initiative. We plan to come present the proposal to the Commissioners Court in late May or early June. In the meantime Travis County is receiving updated budget information for the FY12, FY13, and FY14 projected costs. We are beginning to estimate hardware costs, define interface requirements and costs, and determine a timeline for the Travis County participation in the project based on the phased rollout of functionality.

The Prosecutor Module Project is planned for phased iterations of functionality starting in June 2012 and ending with iteration 5 in October 2013. Travis County anticipates creating a test system early in the process but not being ready to go-live on the system until all five iterations are in place and tested. Additional functionality required by Travis County will be implemented in additional phases after October 2013 but do not at this time have dates.

Status of Court Module

Three vendors made it through the technical requirements evaluation in a competetive bid process, then attended the Business Process Q&A to gather information to create their proposals. The proposals were due on April 19, 2012.

The team from the Conference of Urban Counties is in the process of visiting vendor headquarters and reference accounts. As a deliverable from the trips, the CUC will prepare a summary of observations and findings for the Counties to review.

Until the vendor is selected, we will not know if the software will be developed from the ground up, or if we are choosing a vendor that already has a Justice Case Management System in place to customize for our use. Travis County has requested updated cost information for the ACMS Courts Project and expects to receive it in late April.

Next steps in this process include receipt of proposal and reference information on the three final vendor candidates from the CUC; updated cost information on the project from CUC; and then selection of a vendor.

Departmental Participation

The IJS Steering Committee serves as a broad collaboration, and now represents all appropriate County departments and offices and stakeholders. This collaborative participation includes:

- TCSO
- Pre-Trial Services
- District Attorney
- County Attorney
- County Clerk
- District Clerk
- Probate Court
- CSCD
- Juvenile Probation
- Tax Assessor Collector
- Planning and Budget Office
- Civil and Criminal Courts
- Justice & Public Safety
- Counseling and Education Services
- Constables
- Justices of the Peace
- Auditors Office
- ITS
- Emergency Services
- Records Management and Communication Resources
- Purchasing

Additionally, and specific to the TechShare project, the IJS Steering Committee has formalized and adopted a project management structure which includes the committee and its Chair (Vicki Skinner, District Attorney's Office) and a Project Executive (Roger Jefferies). The Project Executive serves in a liaison capacity with the CUC Oversight Board, Travis County's Executive Committee, and the Commissioners Court. The Executive Committee consists of elected and appointed officials who have representation on the IJS Steering Committee. David Lampl and Terri Montgomery have served as Project Managers for the prosecution and criminal court module projects respectively and will interact with CUC's Project Management Team.

Request for Resources and Staff Recommendation

Included in the FY 12 budget is a $2,800,000 earmark against allocated reserve for the development and implementation of the two modules. In addition, the budget included another earmark of $700,000 to cover resource requirements for departments and offices whose workload is impacted by participation in the project.

Attached you will find two requests for FY 12 from Criminal Courts Administration ($47,516) and the County Clerk's Office ($38,000).

Upon receipt of an update on the TechShare initiative, and based on the need outlined in the two attached funding requests from Criminal Courts Administration and the County Clerk's Office related to the TechShare project, the IJS Steering Committee respectfully requests approval from the Commissioners Court to draw down allocated reserve of $85,516 in FY 2012.

Thank you for your consideration. Please contact any of us if you have any questions.

c: IJS Steering Committee
Elected and Appointed Officials Represented on the IJS Steering Committee
CUC

2 Attachments

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

DATE: April 24, 2012

TO: Commissioners Court

FROM: Debra Hale, Court Management Director, Criminal Courts

RE: Request to Use TechShare Reserve Funds for Business Analyst III Position for FY12

The Criminal Courts seek funds to backfill a Business Analyst III position as a Special Projects FTE for the term of May 1, 2012 through September 30, 2012. A request for continued funding of this FTE is included in the Criminal Courts FY13 budget submission as recommended by the Planning and Budget Office. The funding requested for this period in FY12 is $47,516.

Background

The Adult Case Management System (ACMS) is a project that seeks to replace the current Criminal Courts FACTS system. The Criminal Courts are a critical lead department in the discovery, analysis and documentation of the necessary requirements and business processes the project will cover.

The business processes of the Criminal Courts are complex and interdependent with other criminal justice departments such as TCSO, the County and District Clerk's Offices, the County and District Attorney's Offices, and Counseling and Education Services. The Courts have learned through experience that design and development of a comprehensive Case Management System (CMS) requires a dedicated, seasoned Business Analyst whose primary focus is the Criminal Courts. The Business Analyst will work with staff from the other criminal justice departments on a daily basis to understand and document business process flows, identify business needs, conduct focus groups, and improve processes where opportunities are presented. This analysis will take place at a high level and provide a comprehensive, thorough and detailed analysis of how the Criminal Courts conduct their business.

The Criminal Courts believe strongly that an in-house resource is best suited towards understanding the needs of the department for this project. The daily contact with employees delivers a level of understanding that is critical to developing knowledge of our processes.

During the past implementation of the FACTS Case Management System, the Criminal Courts failed to utilize a dedicated resource that could "see the big picture" and fully understand the complex technical and interdepartmental processes that are required. As a result, the staff members who work with FACTS on a daily basis are often frustrated with the way the application performs, stores data, and presents information.

The Business Analyst III will address and bring forward the needs of the Criminal Courts by performing the following duties:

- Identify, analyze and solve business problems and opportunities
- Determine the feasibility of a solution
- Define the solution scope and develop the business case
- Continue to assess, refine, and validate the business need and solution
- Evaluate the business benefits
- Develop interdepartmental relationships
- Produce and communicate internal and external status reports

Please contact me if you have any questions and we appreciate your consideration of this request.

cc: Roger Jefferies, Executive Manager
Leslie Browder, Executive Manager
Leroy Nellis, Budget Director
Alan Miller, Budget Analyst

Dana DeBeauvoir
Travis County Clerk

P.O. Box 149325, Austin TX 78714-9325
(512) 854-9188 www.co.travis.tx.us

Recording, Elections, Computer Resources,
Accounting, and Administration Divisions
5501 Airport Boulevard, Austin, TX 78751-1410

Misdemeanor, Recording, Civil/Probate,
and Records Management Divisions
1000 Guadalupe, Austin, TX 78701-2328

April 23, 2012

TO: Roger Jefferies, Executive Manager
Leslie Browder, Executive Manager
Leroy Nellis, Budget Director
Alan Miller, Budget Analyst

FROM: Dana DeBeauvoir

RE: Request to Use TechShare Funding for Budget Analyst III Position for Remainder of FY12

We are requesting the addition of a Budget Analyst III to meet our needs with the current FACTS system, assist in developing and implementing the CUC, and provide skilled support for the new system. A request for this FTE is also included in our FY13 budget submission. We are asking that this position be filled as soon as possible in FY12 so that the selected applicant can have as much time as possible to familiarize themselves with our practices and systems. To cover the remaining period in FY12, we are asking for the use of approximately $38,000 of the allotted TechShare funds.

Background
The County's FACTS system has given us the opportunity to learn many lessons about how to implement and manage a case management system. The implementation portion alone, one that began in 2001 and ended in 2009 for the Clerk's Office when the Probate module was finally installed, gave us plenty of time and plenty of problematic situations to carefully examine. From this experience, one fact in particular became clear - it is essential for the Clerk's Office to have a high-level technical staff person in-house who specializes in:

- Civil/Probate/Misdemeanor CMS business processes and the analysis and improvement thereof,
- the interaction of business processes between departments and the technical representation and analysis thereof,
- Analysis of business processes to enhance and maintain the integrity of data entered into the CMS,
- how to modify business processes and/or system/application to improve efficiencies, and
- our legal obligations and specific customer needs.

That specialized expertise is even more important as we move to replace the existing FACTS system, define our needs for the future and manage this system's successor.

One of the solutions proposed for the implementation of the CUC system is the idea that one or more of our skilled employees be temporarily used to help develop the new system and that their positions

be backfilled. The idea is that after this has been done, these employees can return to their regular job and things can return to normal. This same practice was used with the FACTS system. What we found from that experience is that these employees were reassigned to ITS for time periods much, much longer than originally planned; that they returned with a limited knowledge of the system; that what these individuals did know was essential and they had to permanently be reclassified into quasi-IT positions; and that the backfilled employees positions were made permanent. This meant that we ended up with two very hard working individuals who became very proficient at certain tasks but lacked the technical knowledge to keep ITS and the vendor accountable or to recommend needed technical improvements. While these employees could describe the problems that we had, make procedural changes, or find workarounds to system problems; they did not have the ability to formally analyze business processes and recommend changes where flaws in system design/architecture were detected.

We now know that we were more naïve than other offices with court functions. While we continued to assume ITS along with our two clerks trained by ITS could serve as our sole technical experts for FACTS, other offices had employed several IT staff persons in their office to focus on these matters in a successful fashion. That is why we are asking to utilize their solution.

Unfortunately, we can give you some real examples of consequences we have experienced by not having our own technical FACTS expert. We ended up in a situation where, for five years, we could only ask, remind, and complain to ITS that they never finished the project to report required data to the Department of Public Safety. We ended up in a situation where we knew something was wrong with the report going to the Texas Office of Court Administration and were not able to protect ourselves from ITS' decision not to tell us how the figures going into this report were being calculated. We ended up hamstrung and unable to meet obligations legally assigned to our office because another office that had no accountability to us (ITS) had not met its responsibilities. We ended up having to rely on another office's generosity (Court Administration) and their in-house IT staff to help bail us out of the mess where ITS had left us.

Instead of repeating past failures, we are confident that having this technical person will be what is needed to properly support FACTS and the CUC CMS project, thereby contributing positively to the development of the new system and allowing us to maximize the benefits of the new CMS by ensuring congruence with our business processes as well as fulfilling our obligations to the public.

We appreciate your help and consideration on this matter.

Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: David Walch, 4.6663, Marvin Brice
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Professional Analysis of Impediments to Fair Housing in Travis County, RFS No. S110306-DW, to the highest qualified respondent, Mullin & Lonergan Associates (PS110306DW).

- **Purchasing Recommendation and Comments:**

Travis County Health & Human Services and Veterans Services, Community Development Block Grant (CDBG) Program wishes to complete a county wide Professional Analysis of Impediments to Fair Housing and Fair Housing Choice in Travis County.

As an entitlement county receiving CDBG funds from HUD, Travis County must fulfill its fair housing responsibilities by developing an Analysis of Impediments (AI) to Fair Housing Choice and by taking actions to overcome the effects identified in the AI through implementation of a Fair Housing Plan ("FHP") and maintain records reflecting the analysis and actions taken. An AI is a review of impediments or barriers that affect the rights of fair housing choice and, when completed, will serve as the basis for fair housing planning, provide essential information to housing stakeholders and assists in building public support for fair housing efforts. A FHP identifies the actions needed to eliminate fair housing barriers which have been identified.

November 2011 a Request for Services (RFS) was issued to identify a qualified consultant or consulting organization to provide this specialized service. The RFS was closed on December 11, 2011 with four (4)

respondents. Mullin & Lonergan and Associates was the highest scoring applicant.

The Evaluation Committee based their recommendations on the following key areas:

Qualifications and Experience (30%)

Methodology and Performance Schedule (20%)

Sample Analysis of Impediments Submitted (40%)

Cost Proposal (10%)

Contract negotiations began in January and continued through April regarding the cost of the project and the division of planning activities between the consultant and Travis County staff. The contract was negotiated and finalized for $66,330.00 with a May 1st start date. The contract is being presented for approval.

- **Contract Expenditures:** Within the last 12 months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $66,330.00
  Contract Type: Professional Services Agreement
  Contract Period: May1, 2012 to September 31, 2012

- **Solicitation-Related Information:**

  Solicitations Sent: N/A Responses Received: 4
  HUB Information: N/A % HUB Subcontractor: N/A

- **Funding Information:**

  ☒ Purchase Requisition in H.T.E.: 516575
  ☒ Funding Account(s): 001-583-2611-4007
  ☐ 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 Health and Human Services and Veterans Service
CDBG Program
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us/cdbg

MEMORANDUM

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

FROM: Christy Moffett, LMSW

Christy Moffett, LMSW, Senior Planner, CDBG Office, Travis County Health and Human Services & Veterans Services

SUBJECT: Recommendation for Consultant for Analysis of Impediments

DATE: January 11, 2012

Summary: A four member review committee convened on January 5, 2012 to review the proposals received in response to County's RFS for a consultant to complete an Analysis of Impediments for Travis County. The proposals were ranked and the committee came to consensus, and recommends beginning negotiations with Mullin & Lonergan Associates. Should the negotiations fall through with Mullin & Lonergan Associates, the committee recommends Western Economic Services as an acceptable alternate.

Discussion: Four proposals were received from the following firms in response to the County's RFS for a consultant to conduct an Analysis of Impediments: Western Economic Services, Mullin & Lonergan Associates, Freeman Consulting, and Crystal & Company.

The proposal review committee consisted of Christy Moffett, Senior Planner for the CDBG Office, Martha Brown, Planner for the CDBG Office, Lawrence Lyman, Planning Manager for the Department's Research and Planning Division, and Meng Qi, Planner for the City of Austin's Neighborhood Housing and Community Development Department.

The committee members were given the full proposals and independently evaluated and scored each proposal prior to meeting as a group. The group met on January 5, 2012. David Walch, Purchasing Agent Assistant for Travis County's Purchasing Office attended to monitor the discussion and answer any questions about the process.

The individual committee member scores were put into a weighted matrix, with more important criteria given higher weights. The cumulative weighted averages resulted in the following ranking:

Rank	Firm	Cumulative Score
1	Mullin & Lonergan	31.10
2	Western	29.61
3	Crystal	25.70
4	Freeman	23.47

This ranking order agreed with the committee's consensus on the qualitative ranking of the proposals.

The work sample provided with the proposal represented 40% of the total score. Mullin & Lonergan was seen as having an excellent work sample across all components evaluated including writing, visual presentation of data, analysis and recommendations. Additionally, Mullin & Lonergan's work sample had the most comprehensive segregation analysis of any the proposals, which the County deems a critical piece of the analysis.

Travis County Health and Human Services and Veterans Service
CDBG Program
P.O. Box 1748
Austin, Texas 78767
PH (512) 854-4100 FAX (512) 854-4115
www.co.travis.tx.us/cdbg

Experience and Qualifications represented 30% of the total score, and Mullin & Lonergan demonstrated that they met all required qualifications and had proven success producing the type of work required.

The Methodology and Work Plan represented 20% of the score. Mullin & Lonergan provided a well-organized, detailed Methodology and Work Plan that outlined tasks, responsibilities of both the Consultant and the County and included benchmarks for completion of the project in a 6 month period.

Cost represented 10% of the score. Mullin and Lonergan's bid ($66,330) exceeded the current budgeted amount for the project ($50,000.) Given the quality of the work sample provided and the methodology presented, the committee agreed that the bid was reasonable. If the bid cannot be negotiated down, the County may identify additional funds or internally implement some of the tasks included in the scope of work.

Given all these factors, the committee agreed that Mullin & Lonergan should be recommended as the first choice. If Mullin & Lonergan is unable to take on the project at this time, or if negotiations fail, the committee agreed that Western Economic Services was also a very good candidate, and should be recommended as the second choice for the project. Western Economic Service was ranked second based on scoring, and the committee agreed it also had a high quality work sample, a strong methodology and work plan, very good experience and qualifications and the cost was comparable to Mullin & Lonergan. The main differences between the top two candidates was the strength of the segregation analysis and recommendations in Mullin & Lonergan's work sample, the continuity of using the same consultant that is completing neighboring Williamson County's AI, and a preference among committee members for the neutral, unbiased writing style of Mullin & Lonergan.

Attachments: Scoring Weighted Matrix
Individual Scoring Sheets

CC: David Walch, Purchasing
Sherri Fleming, County Executive TCHHS&VS

Updated 4/26/12, 4:05 p.m.

Analysis of Impediments Review Committee Cumulative Weighted Scores

	Western	M&L	Freeman	Crystal
LL	7.11	7.66	5.28	6.72
MQ	7.56	7.23	6.23	5.39
MB	7.34	8.03	6.04	6.66
CM	7.6	8.18	5.92	6.93
Totals	**29.61**	**31.10**	**23.47**	**25.70**

Rank	Firm	Cumulative Score
1	Mullin & Lonergan	31.10
2	Western	29.61
3	Crystal	25.70
4	Freeman	23.47

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TRAVIS COUNTY AND MULLIN & LONERGAN ASSOCIATES

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and
Mullin & Lonergan Associates, a Subchapter S Corporation in the Commonwealth of Pennsylvania, ("Contractor")

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

TRAVIS COUNTY
RECEIVED
2011 MAY 12 AM 8:23
PURCHASING OFFICE

III. DEFINITIONS

1.0 In this Contract,

1.1 "CAN" means the Community Action Network.

1.2 "Commissioners Court" means the Travis County Commissioners Court.

1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.

1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.6 "County Department," "Department" and/or "TCHHSVS" mean the office of Travis County Health, Human Services and Veterans' Services.

1.7 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her

successor.

1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.9 "Eligible Client" means a person who is:

(a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.

AND

(b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.10 "County Executive" means Sherri Fleming, County Executive of Travis County Health, Human Services and Veterans' Services, or her successor or designated representative.

1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.12 "Is doing business" and "has done business" mean:

1.12.1 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 purchase of any property or property interest, either real or personal, either legal or equitable; or

1.12.2 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;

1.12.3 but does not include:

1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.12.3.2 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

1.12.3.3 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.

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment G.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.19 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term**. The Parties agree that this Contract shall continue in full force for the Initial Term which begins May 1, 2012, and terminates September 30, 2012, unless earlier terminated by the Parties pursuant to the terms of this Contact.

2.2 **Renewal Term(s)**

2.2.1 Written Renewal. Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 Renewal Provisions. Unless sooner terminated pursuant to the terms of this Contract, and

conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUNDS

3.1 Contract Funds Amount. Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

$66,330.00_

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written**. Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

4.2. **Authority to Change. CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.**

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission**. Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent under Section 4.5).

4.5 **Purchasing Agent Authority**. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

5.0 ENTIRE AGREEMENT

5.1 **All Agreements**. All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments**. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

5.2.1 Attachment A Work Statement

5.2.2	Attachment B	Special Conditions (if applicable)
5.2.3	Attachment C	Program Budget
5.2.4	Attachment D	Performance Report Form
5.2.5	Attachment E	Financial Forms
		(i) Compliance Certification Form
		(ii) Payment Request Form
		(iii) Expenditure Report Form
		(iv) Budget Revisions Request Form
		(v) Travel Form
		(vi) Time and Attendance Report (or form approved by County)
		(vii) Instructions for County Invoicing
5.2.6	Attachment F	Insurance Requirements
5.2.7	Attachment G	Ethics Affidavit and Conflict of Interest Questionnaire
5.2.8	Attachment H	HUB Forms
		(i) Notice of Intent to Subcontract with HUB
		(ii) Travis County HUB Subcontractor Payment Report
		(iii) HUB Subcontractor/Subconsultant Change Form

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 **Maximum Funds**. Subject to the requirements of this Section 6.0 and other applicable provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the Initial Contract Term:

$66,330.00

6.2 **Fiscal Year Limitations**.

6.2.1 County Budget. Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 Fiscal Year Division. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 6.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

(a) April 1, 2012 - September 30, 2012 (100% of Total)
$66,330.00

6.2.3 Subsequent Fiscal Year Funding. Contractor agrees that all Contract Funds are contingent upon approval of funding for the Contract by the Commissioners Court in the budget process related to the applicable Fiscal Year. This Section 6.2 will apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

6.2.4 Budget Period Limits. In no event shall any provision of this Contract or any agreement

subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 **Request for Payments**.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) and complete backup documentation. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.1.2 Timely Filing of Request.

a) Filing. The Request for Payment form(s) shall be filed with the TCHHSVS within twenty-five (25) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOVT'. CODE, Chapter 2251).

(b) Request Limitation. County shall not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided),whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

7.1.4 Complete and Correct Request. Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOV'T. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars ($5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under

this provision. Contractor understands and agrees that consent under this Subsection 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 **County Payment**.

8.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor also agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 Pre/Post-Term Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 **Maintenance of Funds**. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Or, the Contractor will maintain an accounting system that can track expenditures billed to this contract and invoices paid by County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 **Allowable Costs - Direct Performance**. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

(a) incurred and paid by Contractor directly and specifically in the performance of this Contract; and

(b) incurred and paid by Contractor pursuant to all requirements of this Contract; and

(c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.

(e) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.

(f) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 **Indirect Costs**. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 **Specific Prior Authorization- Items NOT in Contractor's Budget**. Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's **prior** written authorization, through County Department, by the County Executive, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 Non-Expendable Capital Acquisition. Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than $500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than $5,000.00.

8.5.2 Facilities. Alteration or relocation of facilities.

8.5.3 Professional Services. The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.4 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 8.6.

8.5.5 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.

8.5.6 Failure to Obtain Approval. Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6 **Out of Town Travel Expenses**.

8.6.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not be completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Executive or his designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided

(d) Meals -

- $46.00 per day including gratuities without receipts

OR

- Up to $60.00 per day for meals and gratuities up to 15% if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

(e) Incidental Expenses -

- Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
- Mileage for two round trips to airport if choose to get a ride instead of parking
- Cab fare to and from airport
- No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
- No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
- No payment for food and/or beverages provided at meetings or in-house training

(f) Alternate Travel -

- May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Executive, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

(a) Amount is included in the Contractor's budget; and

(b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and

(c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and

(d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs**. The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget:

(a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.

(b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.

(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.

(d) Legislative consultant services.

(e) Donations to non-profit or private organizations.

(f) Legal services provided to Contractor.

(g) General consulting services that are not directly provided as a specific program service.

9.0 RETURN OF CONTRACT FUNDS

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

9.1.1 has resulted in overpayment

9.1.2 has not been spent strictly in accordance with Contract terms

9.1.3 exceeds the total expenditures actually reported by Contractor

9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s)
9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds**. Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 AUDIT

10.1 **Annual Audit**. Unless otherwise authorized by County, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 Single Audit.

a. Single Audit Act Application. For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of $500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and expending $500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than $500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 **County Audit**. Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

10.3 **Facilitation**. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 **Contractor Audit Records**.

10.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 Subcontractors. Contractor shall require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 TRANSFER OF FUNDS. Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

11.1 the transfer moves funds **ONLY** between line items within the SAME funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

11.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through TCHHSVS prior to transfer; and

11.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 **W-9 Taxpayer Identification Form**. Contractor shall provide the County Purchasing Agent with

an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0 and 28.0, as applicable.

12.2 **IRS 990 Form**. Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 OUTSTANDING DEBT.

13.1 **Assignment for Taxes**. Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons With Outstanding Debt**. Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

(a) the County Treasurer notifies the Contractor in writing that the debt is outstanding; and

(b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

13.3 **Payment of Taxes**. Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt**. Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County

up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

4.1 **Services and Activities**.

14.1.1 Requirements. During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 Failure to Perform. In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.1.3 Assurance of Intent. Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

14.2 **Policies**.

14.2.1 General Policies. The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 5.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 **Contractor Communication**.

14.3.1 General Communication. Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract

shall initially be presented by Contractor to the County Department through the County Executive.

14.4 **Miscellaneous Provisions.**

14.4.1 Other Agreements. It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 Non-retaliation. Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 Contractor Responsibility. Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 **Directors' Meetings**. If Contractor is a non-profit organization, Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

14.6 **Ownership of Property**.

14.6.1 Capital Acquisition Property ("Property"). For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 Title. To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 Notice. Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

14.6.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14,6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 Time Limit. Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

14.6.8 Trade or Sale. If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 **Insurance**.

14.7.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment F, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.7.2 Submission of Certificate. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.7.3 No Liability Limitation. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 14.8.

14.7.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.8 **Indemnification and Claims.**

14.8.1 **INDEMNIFICATION. Contractor 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 every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by**

Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification shall apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.8.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.9 **Materials and Publications.** When material not originally developed by Contractor is submitted or included in a report, it shall have the source properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

14.10 **Rights, Copyrights, Patents, and Licenses.**

14.10.1 Property of County. All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (*the year of publication*), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.10.2 Copyright. All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.10.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract.

14.10.4 License to Use. To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor

hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.11 **Miscellaneous Responsibilities.**

14.11.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.11.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

(b) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12 2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.11.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

(d) Subcontractors. This Section 14.11.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.11.1.

14.12.2 Offense Report. Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 Qualifications. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 **Eligible Client Warranty**. Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 **Accurate Information**. Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its

employees, agents, or associates.

15.3 **No Duplication**. Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

15.4 **Benefit.** Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 **Maintenance of Effort**. Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 **Debarment, Suspension and Other Responsibility Matters**. This Section 15.6 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract 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 or records, making false statements, or receiving stolen property;

(c) 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 paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

16.0 COMPLIANCE

16.1 **Federal, State and Local Laws**. Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 **Confidentiality.**

16.2.1 Method. Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible

Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 Masking. Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 Collaboration. If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

16.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products**. Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act**. The Parties agree that this Contract, and all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

17.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

17.1 **Retention of Records**

17.1.1 Time Requirement. Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

17.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.)

17.2 **Client Records.**

(Section Not-Applicable)

17.3 **One-Time Services**. In addition to those records required under Section 17.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records shall show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

17.4 **Fiscal Records**. Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access**. Contractor shall give County, or any of its duly authorized representatives, access to and the

right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.6 **Adjustment**. Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.6 granted by County County Executive in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 REPORTING REQUIREMENTS

18.1 **Performance Reports**.

18.1.1 General Performance Reports. Contractor shall submit data in accordance with the terms of Attachment D, "Performance Report Format," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable.

18.1.2 Modification to Performance Reports. County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures pursuant to Section 4.0 of this Contract.

18.2 **Reimbursement Reports**. Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to TCHHSVS reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6..0 - 8.0.

18.3 **Final Close-Out Report**. Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 **Financial Reports**. Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 **Additional Reports**. Contractor shall deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 **Changes in Reports**. Contractor shall promptly provide TCHHSVS with written reports of any

changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections**. County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition**. If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report**. Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 **Other Funding Sources**.

18.10.1 Other Source Reports. Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.10.2 Loss of Funding. In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 **County Approval**.

19.1.1 County's Satisfaction. Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by

County, shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

20.1 **Current Revenue Funds**. County shall make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 **Poverty Income Guidelines**. County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 **County Confidentiality**. County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.4 **Immunity or Defense**. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

20.5 **County Training**. In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. SUSPENSION/TERMINATION

21.0 SUSPENSION. If Contractor fails to comply with any term of this Contract, including but not limited to failure to deliver reports as required by this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 TERMINATION

22.1 **Reasons for Termination**. County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 Failure to Comply. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and/or make

those corrections required by this Contract;

22.1.2 County Funding Out. During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for ~~the~~ that second County Fiscal Year following the beginning of the contract period;

22.1.3 Contractor's Ability to Perform. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.4 Contractor's Ability to Conform. Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.1.5 Beneficial Results. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 **Notification**. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 **Contractor Termination**. Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination**. Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in

writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction**. At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 Cancellation of Outstanding Orders. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's

creditors or Subcontractors for any payments under this Contract.

22.6.2 Continued Liability. Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 Transition. Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination**. Nothing in this Section 22.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval**. Contractor shall not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

24.2 **Contractor Responsibility**.

24.2.1 Subcontractor Compliance. Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 Subcontract Terms. Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract;; and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and

(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

24.3 **Contract Limitation**. This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB**. Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service**. Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory

and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

24.6 **Payment to Subcontractor(s)**. Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 MONITORING

25.1 **County Monitoring**. County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 NOTICES

26.1 **Requirements**. Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract 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 specified as follows:

26.2 **County Address**. The address of County for all purposes under this Contract shall be:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748

Austin, Texas 78767

26.4 **Contractor Address**. The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Marjorie Williams, AICP
Northeast and Bucks Company T/A
Mullin & Lonergan Associates, Inc.
3909 Hartzdale Drive, Suite 901
Camp Hill, PA 17011

26.5 **Change of Address**. Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change.

26.6 **Change of Name and/or Identity**. Contractor shall notify the Purchasing Agent and TCHHSVS County Executive immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.6 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

27.0 PROHIBITIONS

27.1 **County Forfeiture of Contract**. If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 **Conflict of Interest**.

27.2.1 General Conflict. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, ~~T~~ the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire by September of each year thereafter for the duration of this Contract as required by Chapter 176 of the Local

Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

27.3 **Solicitation**. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 **Gratuities**. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its 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.

27.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 ASSIGNABILITY

28.1 **Written Approval**. County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement**. Subject to Section 28.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 **Contractor Authority**. Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 **Signors**. The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

29.3 **Suspension**. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 INTERPRETATIONAL GUIDELINES

30.1 **Computation of Time**. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days shall be omitted from the computation.

30.2 **Numbers and Gender**. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

30.3 **Headings**. The headings at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Contract.

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in this Contract.

31.0 OTHER PROVISIONS

31.1 **Exemption From County Purchasing Act**. Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions**. Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default**. One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights**. If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue**. This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take

place in Travis County and the City of Austin.

31.6 **Severability**. If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity**. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

31.8 **Sectarian Activity**.

31.8.1 Religious Influence. Within the limits and understandings set forth in Section 31.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 Civil Rights Act, Section 702 Application. Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County may discriminate against **any Client** on the basis of religion, a religious belief, or **any Client's** refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 Client Advisement. Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 28.8, and shall ensure the provision of services pursuant to these provisions:

31.8.4 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 **Publicity**. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive. When appropriate as determined by County Executive, Contractor shall publicize the services and activities of Contractor under this Contract.

31.10 **Disputes.**

31.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive. Contractor shall provide written notice of the issue to County Department/County Executive, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under Section 14.3.2 may be addressed pursuant to Section 31.10 of this Contract.

31.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under this Section 31.10, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent ~~is~~ may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the County Executive, and, if mediation is acceptable to both Parties in

resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 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 shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 **Coordination**. Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 **County Public Purpose**. By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

31.13 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Other Agreements**. It is understood and agreed by all Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR: Northeast and Bucks Company T/A
Mullin & Lonergan Associates, Inc.

By: _____
Its Duly Authorized Agent

Printed Name:
Title: Marjorie Williams, Principal Date: 4.13.12

TRAVIS COUNTY

By:_____
Samuel T. Biscoe
County Judge

Date:_____

County Approvals:
As to Legal Form:

_____
Assistant County Attorney Date:_____

Funds Certified By:

_____
Susan Spataro, County Auditor Date:_____

Purchasing:

_____
Cyd Grimes, Purchasing Agent Date:_____

ATTACHMENT A

WORK STATEMENT
(Taken from Proposal)

PROPOSED METHODOLOGY

Based on the RFP published by Travis County, our knowledge of HUD's expectations relative to AIs and our AI experience with other recipients of HUD funding, M&L offers the following AI work plan and methodology for your consideration.

Task 1. Project Mobilization

This task involves a series of initial organizational steps that will ensure the timely execution of subsequent tasks. We will begin by providing a master stakeholder chart to the County that includes all of the categories of stakeholders with whom consultations will be conducted. M&L has drafted questionnaires for each category of AI stakeholder and will submit these to the County for review. We will also schedule the initial meeting with County officials (see Task 2). Finally, we will prepare letters to HUD and the Texas Workforce Commission Civil Rights Division requesting lists of complaints and a status report on fair housing complaints filed with each respective agency since the last AI (see Task 11). It is important to request this information early in the fair housing planning process as it sometimes takes weeks or months to obtain this data.

Deliverable: None

M&L Responsibilities: Provision of stakeholder chart format and stakeholder questionnaires to the County; scheduling of initial meeting with the County; provision of draft HUD and TWCCRD letters to the County

Client Responsibilities: Completion of stakeholder chart; distribution of stakeholder questionnaires; provision of meeting space for initial meeting with M&L and all interviews and focus groups; follow-up contact with stakeholders to confirm attendance at interviews and focus groups

Task 2. Initial Meeting with County

It is anticipated that representatives from the County will attend this project kick-off meeting. At this meeting, M&L will become acquainted with staff and their expectations for the project. Through conversation, we will gain insights into local fair housing issues, listen to your aspirations and priorities and identify any special circumstances or sensitive issues surrounding the assignment. We will inquire about the County's internal methods of imposing AFFH responsibilities on CDBG and HOME sub-recipients. We will also begin to define who does what in terms of fair housing and how effectively the AI partners and their fair housing stakeholders collaborate to achieve common goals. We will pose questions about the previous AI experiences in an effort to improve on the process and product produced.

We will utilize this meeting as an opportunity to review the AI scope of work and to share our insights on HUD's expectations relative to AFFH. We will also use this opportunity to collect copies of HUD FHEO correspondence and other related documents or reports that will provide us with context as we begin work on the assignment.

Deliverable: None

M&L Responsibilities: Attendance at initial meeting with the County; provision of "List of Documents Needed" to the County

Client Responsibilities: Collection of documents required to complete AI; forwarding documents to M&L

Task 3. Stakeholder Outreach & Community Workshops

At the core of our AI methodology is an expansive outreach to fair housing stakeholders. We consider this a form of public input into the AI. Stakeholder outreach is a labor-intensive, but highly valuable aspect of our AI methodology. M&L's stakeholder outreach will involve the distribution of AI questionnaires. We have developed a series of questionnaires specific to each classification of stakeholder. We will work with the County to define the timing and method of disseminating and collecting the stakeholder questionnaires. M&L will conduct follow-up telephone interviews with stakeholders, as appropriate. AI stakeholders typically include:

CDBG advisory committee

Housing committee

Fair housing committee

Public housing authority

Village of Webberville

FHAP and FHIP recipients located within Travis County

Other fair housing counseling, education and enforcement organizations

Advocacy organizations that represent the specific interests of protected classes, including persons with disabilities, civil rights commissions, organizations working with low and moderate income persons, etc.

Tenants rights organizations and legal services

County planning department

Local Board of Realtors or Realtor's Associations

Landlord organizations

Property management agents

Public transit agency

Organizations representing immigrants and persons with limited English proficiency

Following the completion of the stakeholder interviews and focus group meetings, M&L will prepare a List of Observations, summarizing the over-arching themes and challenges identified by the AI stakeholders.

In addition to the series of one-on-one interview and focus group sessions conducted for key housing stakeholders, M&L will prepare for and facilitate two Community Workshops at locations selected by County staff. The purpose of the Community Workshops will be to solicit input from County residents, neighborhoods and other interested parties who would not ordinarily be included in the stakeholder process.

Deliverable #1: List of Observations from interviews, focus group meetings and community workshops

M&L Responsibilities: Conduct interviews and focus groups with key stakeholders; conduct two Community Workshops for general public input; prepare List of Observations covering all outreach initiatives for client; cost of advertising for Community Workshops

Client Responsibilities: Provision of meeting space for interviews and focus groups; scheduling and reserving of space for Community Workshops; follow-up contact with stakeholders to confirm attendance at interviews and focus groups; collection of completed questionnaires for M&L

Task 4. Research and Analysis of Demographics and Housing Trends, and Vacancy Rate Study

As part of this task, we search for key housing and demographic indicators that help to paint the picture of fair housing in Travis County. We will prepare a full analysis of trends in population, households, and income with emphasis on members of the protected classes (i.e., race, ethnicity, disability, familial status, etc.), to the extent that reliable data is available. Trends from 1990 through 2010 will be analyzed, and unincorporated areas will be contrasted with incorporated areas to identify significant findings relative to areas of concentration of minorities and low income persons. To the extent that data is available, the Village of Webberville will be included as a separate geographic unit throughout the AI.

Residential segregation patterns will be mapped by census tract beginning in 1960 and continuing through to 2010 to illustrate the historical migration of minorities throughout the County.

We will analyze the local housing stock in terms of condition, level of accessibility, vacancy status, sales prices, and rents. We will analyze and compare the affordability of housing, both rental and sales, for major minority groups. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using the dissimilarity index for 2000 and 2010. We will use the most recent census data available at the census tract level in preparing this analysis.

As part of the housing profile of the AI, a Vacancy Rate Study will be conducted for rental properties consisting of 50 units or more.

The survey will be conducted by bedroom type and rental rate for the past two years to determine average rent and average occupancy. The study will be conducted via online survey with e-mail requests for information sent to property owners and management agents.

Foreclosure data for the County will be analyzed at the census tract level using HUD's NSP3 database or the most current and readily available data source at the time.

We will research and analyze occupancy and waiting list characteristics for both public housing and the Section 8 Housing Choice Voucher Program to determine the relative presence of members of the protected classes, to the extent that this information is made available from the Housing Authority of Travis County. We will document HATC's efforts aimed at HCV mobility.

We will analyze the geographic distribution of affordable housing facilities and programs, including public housing, Housing Choice Vouchers and other assisted or subsidized housing. We will also analyze any activities involving the demolition of public housing and the impact of such activities on members of the protected classes.

As part of this task, a series of maps will be created illustrating select demographic and housing trends in comparison to "areas of concentration of minorities" and "areas of concentration of low income persons," as defined by the County. We will also identify and map "areas of opportunity" where fair housing choice can be expanded.

In all cases, the sources of all data used throughout the AI will be noted in detail.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 5. Analysis of Employment Data

As part of this task, we compare the location of major employment centers in Travis County to areas of concentrations of minorities and low income persons. We will draw conclusions about the location and access to jobs and housing in terms of the protected classes.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 6. Review of Real Estate Practices

As part of this task, we will interview representatives of the local Real Estate Association to obtain information about how well its members are trained to recognize and deal with fair housing violations. We will document local fair housing education initiatives within the industry.

We will also analyze recent housing sales prices to determine if higher housing costs restrict housing choice in certain neighborhoods or communities for members of the protected classes, to the extent that this data is made available from the Board of Realtors' MLS. To the extent that the local Boards are willing to make the data available, we will analyze how well members of the protected classes are represented among Realtors and the local Board, and the degree to which minorities participate in the local MLS.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 7. Analysis of HMDA Data

The Home Mortgage Disclosure Act database provides information concerning mortgage lending in the community. We will evaluate loan denial data for minority applicants for 2008, 2009 and 2010, the most recent years for which data is available. We will also research high cost loan data and trends for the County. We will use this data to define whether mortgage loan products are available equally to persons in similar economic circumstances by race and ethnicity.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 8. Interim Report

At this point in the project, M&L will publish an Interim Report that includes the research performed in Tasks 1 through 7.

Deliverable #2: Interim Report (tasks 1-7)

M&L Responsibilities: Provision of Interim Report to clients

Client Responsibilities: Review of Interim Report; provision of feedback to M&L within 15 days

Task 9. Evaluation of Public Policies

CDBG and HOME – We will review the County's application processes and project selection criteria to determine how AFFH factors are considered in funding decisions. We will inquire about the County's efforts to inform and educate its sub-recipients, including local units of government, about AFFH responsibilities.

We will analyze the County's fair housing monitoring efforts as well as their procedures for sanctioning sub-recipient organizations that fail to AFFH. We will review any restrictions placed on local programs by HUD and the County's progress in achieving compliance.

Zoning – We will work with County planners to determine the existence of discriminatory requirements or provisions. We will inquire about the County's efforts to identify the existence of discriminatory requirements or provisions in municipal zoning ordinances, such as group home restrictions, minimum lot sizes, and other development standards that impact the cost and location of housing.

Comprehensive Plan – We will review the County's plan to understand how Travis County has advocated for affordable housing and included fair housing policies in its long-range planning document. Specifically, we will look for strong connections between where lower income neighborhoods or communities are located in relation to public transportation services and employment centers.

Tenant selection and site selection policies – For public housing, the Section 8 Housing Choice Voucher Program, and other forms of assisted housing, we will review selection policies in search of discriminatory language or provisions.

Other public housing and Section 8 policies – We will review the HATC's ACOP and Section 8 Housing Choice Voucher Program Administrative Plan for special policies, such as reasonable accommodation and local preferences, which affect members of the protected classes. We will also review the status of the HATC's Section 504 Needs Assessment and Transition Plan.

Local administrative procedures for processing fair housing complaints – We will assess the effectiveness of intake, processing and investigation procedures.

Tax policies – We will research real property tax rates, by local taxing district for all locations with Travis County, to identify the tax burden for homeowners. In particular, we will analyze to what degree the various tax rates in the relevant taxing districts may impact housing affordability across Travis County. To the extent that the appropriate mapping files can be made available, we will map this analysis against the backdrop of areas of concentration of minorities and lower income persons.

Building codes – We will research how accessibility measures are enforced through state and local codes. Disability advocacy organizations will be interviewed to identify impediments to accessible housing. The location of accessible assisted housing will be mapped, to the extent that this information is readily available (i.e., ATC's Guide to Affordable Housing).

Public transit – Through discussions with the regional transit agency, we will determine the extent to which public transit service is provided to public and other assisted housing and how well the transit system links lower income housing with jobs.

Immigrants and persons with limited English proficiency – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English proficiency (LEP). We will review the County's Language Access Plan (LAP).

Composition of appointed boards and commissions – We will look for representation of members of the protected classes on select County appointed boards and commissions with housing and housing-related functions.

Newspaper advertising – We will review the real estate sections of local publications for compliance with the Fair Housing Act.

To the extent that the Village of Webberville has any of the above listed policies, these will be reviewed as part of the AI.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 10. Evaluation of Local Fair Housing Organizations

In this task, we will define the function of the agencies involved in the day-to-day process of responding to fair housing questions and complaints for County residents. First, we will explore how members of the protected classes become aware of the existence and function of the County's fair housing organizations. This will involve an assessment of outreach and communication efforts. If applicable, we will review the results of any testing that has taken place in the County. Then we will assess organizational strengths and weaknesses and the extent to which the agencies operate as part of a broader framework of organizations that work collectively to provide information, expand knowledge, promote public awareness and generally expand opportunities for fair housing choice in the County. We will review the local fair housing ordinance, describe the practices and authority of the local commission, and whether the local ordinance is substantially equivalent to the Fair Housing Act.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 11. Summary of Fair Housing Complaints and Lawsuits

At the outset of the project, we will draft a suggested letter to HUD and the Texas Workforce Commission Civil Rights Division requesting status reports of fair housing complaints filed by County residents. The letters will request summaries of complaints received in the County since the previous AI. If there are any local fair housing enforcement agencies that investigate complaints, such as Austin Tenants Council, we will prepare a status report request to these organizations. We will also research the status of any legal action relative to fair housing within the County.

The results of any paired testing that may have been conducted in the County will be requested and analyzed to identify trends in housing discrimination and enforcement.

The work undertaken by FHIP grant recipients operating in Travis County will be requested and analyzed in an effort to determine the impact of the HUD-funded initiatives.

Deliverable: None

M&L Responsibilities: Provision of draft letters to HUD and TWCCRD to client

Client Responsibilities: Mail requests for housing discrimination complaint data to HUD and TWCCRD

Task 12. Review of Fair Housing Accomplishments

Based on our meetings with public officials and fair housing stakeholders, we will review the previous fair housing action plan for Travis County and identify measures taken to implement the plan over the past several years. In carrying out this task, we will review the fair housing section of the County's previous CAPERs.

Deliverable: None

M&L Responsibilities: Research and analysis of data

Client Responsibilities: None

Task 13. Summary of Impediments to Fair Housing Choice

Based on the results of our statistical analysis, the questionnaires, interviews and focus group meetings, we will prepare a description of issues that constitute impediments to fair housing choice. A summary of impediments will be prepared. We will divide the impediments into two categories:

public sector impediments where agencies and organizations exert control over discriminatory practices, and

private sector impediments that are beyond the control of Travis County.

Deliverable: None

M&L Responsibilities: Development of a list of impediments to fair housing choice

Client Responsibilities: None

Task 14. Fair Housing Action Plan

A Fair Housing Action Plan will be prepared. The Plan will recommend a series of actions aimed at overcoming barriers to fair housing choice and expanding public awareness of fair housing issues in the County. The action plan will correspond directly with identified impediments, and will emphasize executable goals and strategic actions that are within the authority of the County to implement. In cases where identified impediments are beyond the purview and control of the County, we will note them as such. We will include recommendations for incorporating AFFH policies into CDBG, HOME and other activities. To the extent that impediments to fair housing choice are identified in the Village of Webberville, these will also be identified and discussed in the AI.

Deliverable: None

M&L Responsibilities: Development of a fair housing action plan

Client Responsibilities: None

Task 15. Initial Draft of AI

This draft document will include the results of our research in tasks 1 through 13, and the Fair Housing Action Plan included in task 14. We will distribute a draft copy of our report to the County. Thereafter, we will obtain feedback from County staff on the AI, including the Fair Housing Action Plan.

Deliverable #3: Draft AI document (tasks 1-14)

M&L Responsibilities: Provision of Draft AI document to client

Client Responsibilities: Review of Draft AI document; provision of feedback to M&L within 21 days

Task 16. Revisions to Draft AI based on Staff Feedback

In this step, we will incorporate comments and revisions provided by County staff. We will create a polished document appropriate for public review and comment.

Deliverable #4: Revised Draft AI document

M&L Responsibilities: Discussion of comments and requested revisions with client; incorporation of revisions; preparation of Draft AI document for public review and comment

Client Responsibilities: Review of Draft AI document; provision of feedback to M&L

Task 17. Citizen Review and Comment

We will provide the County with the complete revised draft document in Adobe Acrobat for uploading on its website, and placement in public libraries and other locations identified by staff.

Deliverable: None

M&L Responsibilities: Provide the County with a complete revised draft AI document

Client Responsibilities: Distribution of Draft AI document publication of Notice of Availability for public review and comment

Task 18. Meeting and Presentation to Staff and County Commissioners Court

To accomplish this task, M&L will facilitate a meeting with County staff and a second meeting with the County Commissioners Court to present an overview of the Draft AI prior to a 30-day public review period.

Deliverable: None

M&L Responsibilities: Provision of Final AI document to client; attendance at and participation in Public Meeting; attendance at and presentation of AI to the County Commission

Client Responsibilities: Coordination of Public Meeting and Council agenda scheduling

Task 19. Final AI Document

Following the 30-day public review period and at the direction of County staff, M&L will incorporate any final revisions into the AI document. We will publish and distribute final copies of the report on CD and hard copy in MS Word and Adobe Acrobat formats.

Deliverable #5: Final AI document

M&L Responsibilities: Provision of Final AI document to client

Client Responsibilities: Acceptance of Final AI document

PROPOSED PROJECT SCHEDULE

Assuming a contracting date of February 1, 2012, we would suggest the following six-month schedule for the completion of all tasks and submission of deliverables. The contract period would begin upon receipt of a fully executed contract received in the offices of Mullin & Lonergan Associates.

Task #	Task	Start Date	End Date
1	Project mobilization	Feb 1	Feb 15
2	Prepare for/attend initial meeting with County	Feb 1	Feb 29
3	Prepare for/conduct stakeholder outreach and community workshops **(Deliverable #1)**	Feb 1	Feb 29
4	Research/analyze demographic/housing trends, including Vacancy Rate Study	Feb 1	Mar 31
5	Analysis of employment data	Feb 1	Mar 31
6	Review of real estate practices	Feb 1	Mar 31
7	Analysis of HMDA data	Feb 1	Mar 31
8	Publish interim report on Tasks 1 – 7 **(Deliverable #2)**	By Apr 15	
9	Evaluation of public policies	Mar 15	Apr 15
10	Evaluation of local fair housing organizations	Mar 15	Apr 15
11	Summary of fair housing complaints and lawsuits	Mar 15	Apr 15
12	Review of fair housing accomplishments	Mar 15	Apr 15
13	Summary of impediments to fair housing choice	Mar 15	Apr 15
14	Fair housing action plan	Mar 15	Apr 15
15	Initial Draft AI **(Deliverable #3)**	By Apr 30	
16	Revisions to Draft AI **(Deliverable #4)**	May 1	May 15
17	Citizen review & comment	May 16	Jun 15
18	Meeting and presentation to Staff and County Commissioners Court	May 16	Jun 15
19	Final AI Document **(Deliverable #5)**	By Jul 31	

- Dates will be adjusted dependent upon actual contract execution date.

ATTACHMENT B

SPECIAL CONDITIONS

(Not Applicable)

ATTACHMENT C

PROGRAM BUDGET

	ANALYSIS OF IMPEDIMENTS TASKS	Principal @ $165/hr.		Professional Staff @ $115/hr.		Secretarial @ $45/hr.		Total
1	Project mobilization	12	$ 1,980	4	$ 460	2	$ 90	$ 2,530
2	Prepare for and attend initial meeting with County officials	12	$ 1,980	12	$ 1,380		$ -	$ 3,360
3	Conduct stakeholder interviews and focus group meetings	40	$ 6,600	40	$ 4,600		$ -	$ 11,200
4	Research and analyze demographic and housing trends, including rental housing vacancy analysis	36	$ 5,940	60	$ 6,900	48	$2,160	$ 15,000
5	Research and analyze employment data		$ -	8	$ 920		$ -	$ 920
6	Review of real estate practices		$ -	4	$ 460		$ -	$ 460
7	Research and and analyze HMDA data		$ -	12	$ 1,380		$ -	$ 1,380
8	Publish interim report on tasks 1 - 7	4	$ 660	12	$ 1,380	2	$ 90	$ 2,130
9	Evaluation of public policies		$ -	48	$ 5,520		$ -	$ 5,520
10	Evaluation of local fair housing organizations		$ -	12	$ 1,380		$ -	$ 1,380
11	Summary of fair housing complaints and lawsuits		$ -	8	$ 920		$ -	$ 920
12	Review of fair housing accomplishments		$ -	4	$ 460		$ -	$ 460
13	Summary of Impediments to fair housing choice		$ -	4	$ 460		$ -	$ 460
14	Fair housing action plan	4	$ 660	8	$ 920		$ -	$ 1,580
15	Prepare initial draft of AI	4	$ 660	8	$ 920	2	$ 90	$ 1,670
16	Revisions to Draft AI	4	$ 660	8	$ 920	2	$ 90	$ 1,670
17	Citizen Review and Comment	4	$ 660		$ -		$ -	$ 660
18	Meetings and presentations on Draft AI	36	$ 5,940		$ -		$ -	$ 5,940
19	Publish final AI	4	$ 660	16	$ 1,840	2	$ 90	$ 2,590
	SUBTOTAL	160	$26,400	268	$ 30,820	58	$ 2,610	$ 59,830
TRAVEL ALLOWANCE								$ 4,000
REPRODUCTION, ADVERTISING, PUBLICATION, GRAPHIC AND MAILING EXPENSE ALLOWANCE								$ 2,500
GRAND TOTAL								$ 66,330

RFS # S110306-DW

ATTACHMENT D

PERFORMANCE REPORT FORM

(Not Applicable)

1

RFS # S110306-DW

ATTACHMENT E

FINANCIAL FORMS
(If Applicable)

(i) Compliance Certification Form
(ii) Payment Request Form
(iii) Expenditure Report Form
(iv) Budget Revisions Request Form
(v) Travel Form
(vi) Time and Attendance Report
(vii) Instructions for County Invoicing
(viii) HUB Report

RFS # S110306-DW

ATTACHMENT F

INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has

been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

$500,000 bodily injury each accident
$500,000 bodily injury by disease
$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
$500,000* per occurrence for coverage A and B with a
$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of
$ 100,000/$300,000/$50,000
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

5

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

RFS # S110306-DW

ATTACHMENT G

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 04-13-12
Name of Affiant: Marjorie Williams
Title of Affiant: Principal
Business Name of Proponent: Northeast & Bucks Co. T/A Mullin & Lonergan Assoc.
County of Proponent: Cumberland County, PA

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant
3909 Hartzdale Drive, Ste. 901
Address Camp Hill, PA 17011

SUBSCRIBED AND SWORN TO before me by MARJORIE WILLIAMS on 4/13, 2012

Notary Public, State of PENNSYLVANIA

Typed or printed name of notary JENNIFER E. EASTON
My commission expires: 11/29/2015

7

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jennifer E. Easton, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 29, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RFS # S110306-DW

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS

January 24, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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 Mgment & 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
CDBG Senior Planner.....Christy Copeland Moffitt, LMSW
CDBG Planner.....Martha Brown

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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.

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: David Walch / 854-6663, Marvin Brice
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120191DW with The Capital Area Metropolitan Planning Organization (CAMPO) to provide the coordination of transportation infrastructure activities for Travis County.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.

The Governor of the State of Texas has designated the Capital Area Metropolitan Planning Organization (CAMPO) as the regional agency charged with coordinating transportation infrastructure in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area. CAMPO is dependent upon financial participation from local governments and transportation providers to augment the federal funds it receives.

This agreement is for the support of the provision of programs and projects supporting air quality in Central Texas, implementing the region's long-range transportation plan and other programs benefiting residents of Travis County and Central Texas.

- **Contract Expenditures:** Within the last 12 months $8,200.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $8,200.00
  Contract Type: Interlocal Agreement
  Contract Period: May 1, 2012 to September 30, 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.

- **Funding Information:**
  - ☒ Purchase Requisition in H.T.E.: 557330
  - ☒ Funding Account(s): 001 490 5621 7501
  - ☐ 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.

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

April 17, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, County Executive, TNR

SUBJECT: Interlocal Agreement
Surface Transportation Program–Metropolitan Mobility (STP-MM)

TNR requests that Travis County enter into an interlocal agreement with The Capital Area Metropolitan Planning Organization (CAMPO) for local match funding for FY2012 for the STP-MM programs.

Attached is the scope of services that will be provided per this agreement. The total amount of match funding to be contributed by Travis County for fiscal year 2012 is $8,200.

If you should have any questions or need further information, please call Sydnia Crosbie at 854-7682.

SC:SMM:sc

IL120191DW

**INTERLOCAL AGREEMENT BETWEEN
THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND TRAVIS COUNTY
FOR
LOCAL MATCH FUNDING FY 2012 SURFACE TRANSPORTATION PROGRAM—
METROPOLITAN MOBILITY ("STP-MM") PROGRAMS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the Capital Area Metropolitan Planning Organization ("CAMPO") and Travis County (the "County"), together, the "Parties."

RECITALS

1. The Governor of the State of Texas has designated CAMPO, acting through its Transportation Policy Board, to be the metropolitan planning organization for the Austin urbanized area(s); and

2. Each year, CAMPO, as the regional agency charged with coordinating transportation infrastructure in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area in Central Texas (the "Central Texas Region"), depends on financial participation from local governments and transportation providers to augment the federal funds it receives; and

3. WHEREAS, CAMPO's numerous programs and projects, including preparing for non-attainment designation for air quality, implementing the Central Texas region's long-range transportation plan, continuing to improve the region's travel demand model to help justify requests for discretionary highway and transit funds, and coordinating the region's Commute Solutions program, (together, the "CAMPO Programs") help the Central Texas region comply with federal and state requirements for receiving federal transportation and air quality funds and help maintain the economic vitality and competitiveness of the region;

4. CAMPO and the County are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq; and

5. In 2009, the CAMPO Transportation Policy Board commissioned a study by the Texas Transportation Institute ("TTI") to investigate how other metropolitan planning organizations ("MPOs") were funded and what methods those MPOs used to solicit local contributions; and

5. TTI's findings were that the majority of the MPOs used population as the basis for their requests, and

6. On July 8, 2011, CAMPO requested from the County $8,200 for FY 2012, based on the number of residents in the unincorporated area of the County in 2008; and

7. On September 7, 2011, the Travis County Commissioners Court unanimously approved the County's Fiscal Year 2012 Preliminary Budget, and the Preliminary Budget included payment of $8,200 to CAMPO;

8. On September 27, 2011, the Travis County Commissioners Court approved the County's Fiscal Year 2012 Budget.

CAMPO and the County agree as follows:

SECTION 1. OBLIGATIONS OF CAMPO

A. CAMPO must provide the services listed in Attachment A – Scope of Services.

B. CAMPO may retain and manage staff members or consultants to implement the services listed in Attachment A.

C. This Section 1.C. will survive the termination of this Agreement. By January 15, 2013, CAMPO must provide to the County:

1. A report that details how CAMPO used the local match funds contributed by its jurisdictions;
2. A copy of the amendments to the 2035 Regional Transportation Plan:
3. A copy of the 2013-2016 Transportation Improvement Program with associated amendments;
4. A copy of the Commute Solutions Annual Report;
5. A copy of the Congestion Management Process Report, which is a report that describes CAMPO's congestion management process, which process includes:
   (a) The development of congestion management objectives;
   (b) The establishment of measures of multimodal transportation system performance;
   (c) The collection of data and the monitoring of system performance to define the extent and duration of congestion and determine the causes of congestion;
   (d) The identification of congestion management strategies;
   (e) Implementation activities, including identification of an implementation schedule and possible funding sources for each strategy; and
   (f) The evaluation of the effectiveness of implemented strategies;
6. A copy of CAMPO's plan to provide meaningful access to CAMPO programs and activities by persons with limited English proficiency, including information on how CAMPO has:

(a) Identified individuals who need language assistance;
(b) Identified language assistance measures;
(c) Provided notice to persons with limited English proficiency; and
(d) Monitored and updated its plan for providing language assistance to persons with limited English proficiency;

7. A copy of CAMPO's FY 2012 Annual Report, which is an executive level report of the work CAMPO accomplished in the various program areas undertaken by CAMPO for FY2012, including overall budget information;
8. A copy of CAMPO's Annual Performance Expenditure Review, which is a report that includes a summary of tasks CAMPO performed during the fiscal year, the amount of funding budgeted for each task, and the amount of funding expended for task;
9. A copy of CAMPO's Federal Funds Obligation Report, which report must comply with 23 C.F.R. § 450.332; and
10. A report regarding the specific improvements CAMPO made to the travel demand model during fiscal year 2012.

D. CAMPO must provide the County a copy of each report listed in Section 1.C. within five business days after CAMPO releases the report to a governmental entity.

E. This Section 1.E. will survive the termination of this Agreement. CAMPO must provide the County any requested supporting documentation relating to the reports listed in Section 1.C. within five business days after receiving a request from the County.

F. Within 5 days after executing this Agreement, CAMPO must provide the County a copy of the Regional Transportation Plan.

G. This Section 1.G. will survive the termination of this Agreement. If CAMPO fails to meet its obligations under this Agreement, CAMPO must return to the County, by January 31, 2013, the entire amount of the County's Contribution.

H. CAMPO agrees to indemnify the County for any amounts to which the County may become liable because of the action or omission of CAMPO employees or its consultants arising out of or in connection with the performance of this Agreement. This provision will survive the termination of this Agreement.

SECTION 2. OBLIGATIONS OF THE COUNTY

The County will provide CAMPO an amount not to exceed $8,200 (the "County's Contribution") for services listed in Attachment A – Scope of Services.

Section 3. TERMS AND TERMINATION

A. This Agreement becomes effective from and after the date of execution by all parties and will expire September 30, 2012 unless previously terminated pursuant to Section 3.B. to this Agreement.

B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party will have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party will have the right without further notice to terminate this Agreement.

SECTION 4. RESTRICTION ON LOBBYING

In accordance with 31 U.S.C. Section 1352, CAMPO hereby certifies that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO must complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. CAMPO must require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors must certify and disclose accordingly. CAMPO and its subcontractors must require that the language of this certification be included in any subcontract exceeding $100,000 by any tier in that any such subcontractor must certify and disclose accordingly.

SECTION 5. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

A. When federal funds are involved, the Parties must grant the U. S. Department of Transportation, the Texas Department of Transportation, and any authorized representative thereof, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

B. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO, must be maintained for at least three (3) years after CAMPO completes performance under this Agreement or the termination or expiration of this Agreement.

SECTION 6. PROCUREMENT

In accordance with the Interlocal Cooperation Act, the Parties agree to conduct all procurements and award all contracts necessary to this Agreement in accordance with all applicable federal and state laws and regulations, including any applicable Federal Transit Administration Circulars 4220.1D, if federal funds are used to execute procurement and award of services.

SECTION 7. MISCELLANEOUS

A. **Severability.** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement will not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it will become inoperative or fail by phrase, provision, or regulation of this Agreement.

B. **Law and Venue.** This Agreement will be governed by the laws of the State of Texas. The 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.

C. **Indemnity.** To the fullest extent allowable by law, CAMPO indemnifies and hold harmless the County from and against all claims, losses, and damages caused by action or liability of any kind for injuries or death of any person or damage to any property, arising out of or in connection with work done by CAMPO, its officers, agents, or employees under this Agreement.

D. **Alteration, Amendment, or Modification.** This Agreement may not be altered, amended, or modified except in writing approved by both parties. 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.

E. **Entire Agreement.** This Agreement constitutes the entire agreement between the County and CAMPO. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

F. **Notice.** Notices to either party must be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice will be

deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in the case of mailing.

The address of the County for all purposes is:

The Honorable Samuel T. Biscoe (or successor)
County Judge
Travis County
P.O. Box 1748
Austin, Texas 78767

Cyd Grimes C.P.M., CPPO (or successor)
Travis County Purchasing Agent
700 Lavaca Street, Suite 800
Austin, Texas 78701

With a copy to:

Mr. Steven M. Manilla, P.E. (or successor)
County Executive
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

The addresses for CAMPO for all notices hereunder is:

Hand delivery:
Maureen McCoy, Director
CAMPO
505 Barton Springs Road, Suite 700
Austin, Texas 78704

Mailing Address:
Maureen McCoy, Director
CAMPO
P.O. Box 1088
Austin, Texas 78767 – 1088

G. **Maintenance and Right of Access to Records.**

1. CAMPO must maintain appropriate fiscal records and supporting documentation for all expenditures of funds accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

2. CAMPO agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of CAMPO that are directly pertinent to the services to be

performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

3. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO and/or the County, must be maintained for at least three years after CAMPO and/or the County complete payment and performance under this Agreement or the termination or expiration of this Agreement, whichever date is later.

H. **Taxpayer Identification.** CAMPO must 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 and 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.

I. **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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to 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.

J. **No Waiver of Immunity.** It is expressly understood and agreed by the Parties that neither the execution of this Agreement nor any conduct of any representative of CAMPO or County relating to this Agreement will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

K. The County's fiscal year begins on October 1 and ends on September 30 of the following year. In this Agreement "FY2012" refers to the time period between October 1, 2011 and September 30, 2012.

L. Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

M. **Current Funds**. As required by the Interlocal Cooperation Act, the party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

N. **Interpretation**. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

TRAVIS COUNTY

_____ **Date:** _____

Samuel T. Biscoe
County Judge

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

Maureen McCoy **Date:** 1/17/12

Maureen McCoy
CAMPO Director

ATTACHMENT A
SCOPE OF SERVICES

CAMPO agrees to perform the following services:

1. Receive, recommend, and adopt amendments to the CAMPO 2035 Regional Transportation Plan;

2. Develop 2013-2016 Transportation Improvement Program and process the associated amendments;

3. Provide programming needed to effectively update and improve the travel demand model to include four periods to help evaluate and justify requests for discretionary highway and transit funds sought by jurisdictions;

4. Foster a Commute Solutions program that helps to reduce the use of single occupant vehicles and prepare an annual report for Commute Solutions;

5. Enhance the Congestion Management Process and prepare the Congestion Management Process Report;

6. Prepare a Limited English Proficiency Plan

7. Develop a FY 2012 Annual Report

8. Prepare an Annual Performance Expenditure Report

9. Prepare a Federal Funds Obligation Report

Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, May 1, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Reject bid received for IFB No. B120122-CW, Portable Toilet Rental and Servicing, and rebid.

- **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.

  IFB No. B120122-CW was issued on March 5, 2012. A total of nine (9) vendors were solicited; one (1) bid was received. The Transportation and Natural Resources department recommends rejecting the sole bid. The bid received, if accepted, would increase the expenditures for this service by a minimum of one hundred (100) percent. TNR recommends re-bid at this time.

- **Solicitation-Related Information:**

Solicitations Sent:	9	Responses Received:	1
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.

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

RECEIVED
TRAVIS COUNTY
2012 APR 17 AM 8:49
PURCHASING
OFFICE

April 16, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Solicitation B120122-CW
Portable Toilets Rental and Servicing

TNR recommends that Travis County reject the sole bid received for the above mentioned solicitation. We are unable to award as is due to the fact that the total amount bid exceeds the budgeted amount for this service by 100%. Alternate sources are being researched at this time.

The commodity/sub-commodity code for this contract is 977/073. The budgeted line items are 001-4945-631-6104, 001-4985-621-6104 and 099-4941-621-6104.

If you need additional information, please contact Christina Jensen at 854-7670.

CJ:SMM:cj
Contract File

Updated 4/26/12, 4:05 p.m.

GM200I13 **TRAVIS COUNTY** 4/20/12
Fiscal Year 2012 **Account Balance Inquiry** 08:21:39

Account number . . . . : 99-4941-621.61-04
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 . . . . . : 61 RENT
Object . . . . . : 04 RENT-OTHER MACH & EQUIP

Original budget . . . . . :	38,000	
Revised budget . . . . . :	38,126	10/01/2011
Actual expenditures - current . :	215.22	
Actual expenditures - ytd . . . :	4,240.23	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	578.88	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	5,034.33	13.2%
Unencumbered balance . . . . . :	33,091.67	86.8

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

Updated 4/26/12, 4:05 p.m.

GM200I13 **TRAVIS COUNTY** 4/20/12
Fiscal Year 2012 **Account Balance Inquiry** 08:21:30

Account number . . . . :	1-4985-621.61-04	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	49	TNR (TRANS & NATRL RESRC)
Division . . . . . :	85	CUSTOMER SERVICES
Activity basic . . . . :	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . :	1	TNR (TRANS & NATRL RESRC)
Element . . . . . :	61	RENT
Object . . . . . :	04	RENT-OTHER MACH & EQUIP

Original budget . . . . . :	1,840	
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	210.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	42.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	252.00	13.7%
Unencumbered balance . . . . . :	1,588.00	86.3

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

Updated 4/26/12, 4:05 p.m.

GM200I13 **TRAVIS COUNTY** 4/20/12
Fiscal Year 2012 **Account Balance Inquiry** 08:21:04

Account number . . . . :	1-4945-631.61-04	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	49	TNR (TRANS & NATRL RESRC)
Division . . . . . :	45	PARK SERVICES
Activity basic . . . . :	63	COMM-ECON DEV (PKS & REC)
Sub activity . . . . . :	1	PITD (PARKS)
Element . . . . . :	61	RENT
Object . . . . . :	04	RENT-OTHER MACH & EQUIP

Original budget . . . . . :	34,500	
Revised budget . . . . . :	34,696	04/19/2012
Actual expenditures - current . :	681.74	
Actual expenditures - ytd . . . :	10,148.07	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	6,767.29	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	17,597.10	50.7%
Unencumbered balance . . . . . :	17,098.90	49.3

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

Bid #B120122-CW - PORTABLE TOILET RENTAL AND SERVICING

Creation Date	**Jan 19, 2012**	End Date	**Mar 28, 2012 9:00:00 AM CDT**
Start Date	**Mar 5, 2012 9:06:02 AM CST**	Awarded Date	**Not Yet Awarded**

B120122-CW--01-01 Rental of standard portable toilet with Once (1) a Week Service

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $65.00	12 / month	$780.00	Y	Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-02 Rental of standard portable toilet with Twice (2) a Week Service

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $115.00	12 / month	$1,380.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-03 Rental of wheel chair accessible portable toilet with Once (1) a Week Service

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $124.00	12 / month	$1,488.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-04 Rental of wheel chair accessible portable toilet with Twice (2) a Week Service

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $174.00	12 / month	$2,088.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-05 Additional Cleaning Service

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $50.00	12 / month	$600.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-06 Rental of Handwashing Station Bravo or Equal

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $110.00	12 / month	$1,320.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-07 Rental of Handwashing Station Applause Or Equal

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $110.00	12 / month	$1,320.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-08 Rental of 4 Person Handwash Station

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
United Site Services	First Offer - $180.00	12 / month	$2,160.00		Y

Product Code:
Agency Notes:
Supplier Product Code:
Supplier Notes:

B120122-CW--01-09 Pro-Rated Daily Rate for Rental of Toilet					
Supplier	**Unit Price**	**Qty / Unit**	**Total Price**	**Attch.**	**Docs**
United Site Services	First Offer - $2.32	1 / day	$2.32		**Y**
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

United Site Services		**$11,138.32 (9 / 9 items)**
Bid Contact **Hope Banda** **hope.banda@unitedsiteservices.com** **Ph 512-312-5990** **Fax 512-312-5997**	Address **168 Park 35 Cove North** **Buda, TX 78610**	
Agency Notes:	**Supplier Notes:**	

**

United Site Services

Bid Contact **Hope Banda**
hope.banda@unitedsiteservices.com
Ph 512-312-5990
Fax 512-312-5997

Address **168 Park 35 Cove North**
Buda, TX 78610

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B120122-CW--01-01	Rental of standard portable toilet with Once (1) a Week Service	**Supplier Product Code:**	**First Offer - $65.00**	12 / month	**$780.00**	**Y**	**Y**
B120122-CW--01-02	Rental of standard portable toilet with Twice (2) a Week Service	**Supplier Product Code:**	**First Offer - $115.00**	12 / month	**$1,380.00**		**Y**
B120122-CW--01-03	Rental of wheel chair accessible portable toilet with Once (1) a Week Service	**Supplier Product Code:**	**First Offer - $124.00**	12 / month	**$1,488.00**		**Y**
B120122-CW--01-04	Rental of wheel chair accessible portable toilet with Twice (2) a Week Service	**Supplier Product Code:**	**First Offer - $174.00**	12 / month	**$2,088.00**		**Y**
B120122-CW--01-05	Additional Cleaning Service	**Supplier Product Code:**	**First Offer - $50.00**	12 / month	**$600.00**		**Y**
B120122-CW--01-06	Rental of Handwashing Station Bravo or Equal	**Supplier Product Code:**	**First Offer - $110.00**	12 / month	**$1,320.00**		**Y**
B120122-CW--01-07	Rental of Handwashing Station Applause Or Equal	**Supplier Product Code:**	**First Offer - $110.00**	12 / month	**$1,320.00**		**Y**
B120122-CW--01-08	Rental of 4 Person Handwash Station	**Supplier Product Code:**	**First Offer - $180.00**	12 / month	**$2,160.00**		**Y**
B120122-CW--01-09	Pro-Rated Daily Rate for Rental of Toilet	**Supplier Product Code:**	**First Offer - $2.32**	1 / day	**$2.32**		**Y**

Supplier Total **$11,138.32**

Item 13

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Mo Mortazavi, P.E. **Phone #:** 854-7589
Division Director/Manager: Steve Sun, P.E., Engineering Division Manager
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to close Old Highway 20 between Joyce Turner Drive and Parmer Lane beginning June 1, 2012 through August 31, 2012 or until construction is completed in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
The existing bridge was built in 1936, and although it is structurally in good condition, the bridge deck is too narrow to accommodate two lanes of traffic, and effectively functions as a one lane bridge. The roadway is also on the Manor ISD bus route, which presents potential safety concerns for its buses. The proposed new bridge will have a wider deck to accommodate two lanes of traffic and a sidewalk on the north side.

STAFF RECOMMENDATIONS:
Staff recommends closing Old Highway 20 begining on or about June 1, 2012 through August 31, 2012, or until construction is complete. The road closure is required for the first phase of construction until the bridge deck is completed.

ISSUES AND OPPORTUNITIES:
The timing and the duration of the road closure is important, because Joyce Turner Road, where Manor New Tech High School is located, is the proposed detour during the construction period. TNR's goal is to complete the bidding process and obtain Court approval and contract award as soon as funding becomes available on June 1, so that construction can begin immediately. The intent is to complete the construction of the bridge deck during the summer and open the road to traffic early in the Fall semester. Total Construction is expected to be completed in six months.
Another important issue to consider is that in the event the construction of the new bridge is not completed before the start of the next phase of the US 290/Manor Expressway improvements at Parmer Lane, the County project will have to be delayed until the State's project is complete. This is because the County will be using US 290 as the detour during the Old Highway 20 road closure. Construction of the last phase of Manor Expressway, which will extend to just east of Parmer Lane,

has already begun, but construction activities that could impact the County's project, are not scheduled to begin until Late in the year or early 2013.

FISCAL IMPACT AND SOURCE OF FUNDING:

Several years ago, TxDOT and Travis County executed an Advance Funding Agreement (AFA) whereby TxDOT and the federal government would reimburse 90% of the construction cost of this project under the Off-System Bridge Program. However, in 2010, TxDOT notified TNR that due to the downturn in the economy, those funds were no longer available, and it was unclear when or if they would be restored. The County then requested and received approval from the voters for construction funding for this project in the 2011 bond referendum.

This closure will require some work by Travis County road maintenance crews to post public notices. Necessary detour routing signs will be installed by the contractor.

ATTACHMENTS/EXHIBITS:

Map of detour route

Pictures of public notice sign and affidavit

REQUIRED AUTHORIZATIONS:

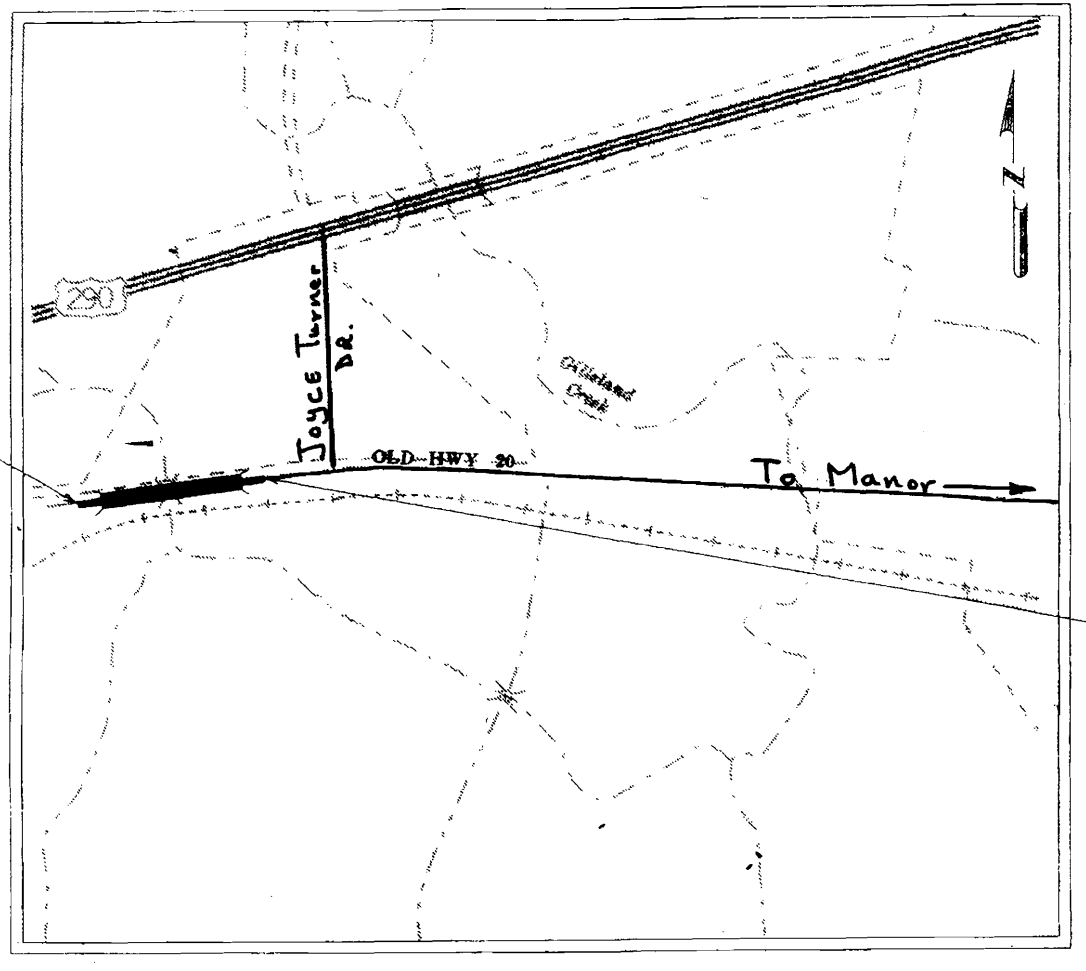
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Don Ward, TNR (854-9317)		Stephanie Jensen COA Public Safety GIS, (974-6446)	
David Greear, TNR (854-7650		TCSO Dispatch (974-0845 +3)	
Howard Herrin, TNR (266-3314)		ESD #11 (243-3477	
Mo Mortazavi,TNR (854-7589)		Manor I.S.D. (278-4085)	City of Manor (272-5555)

: :

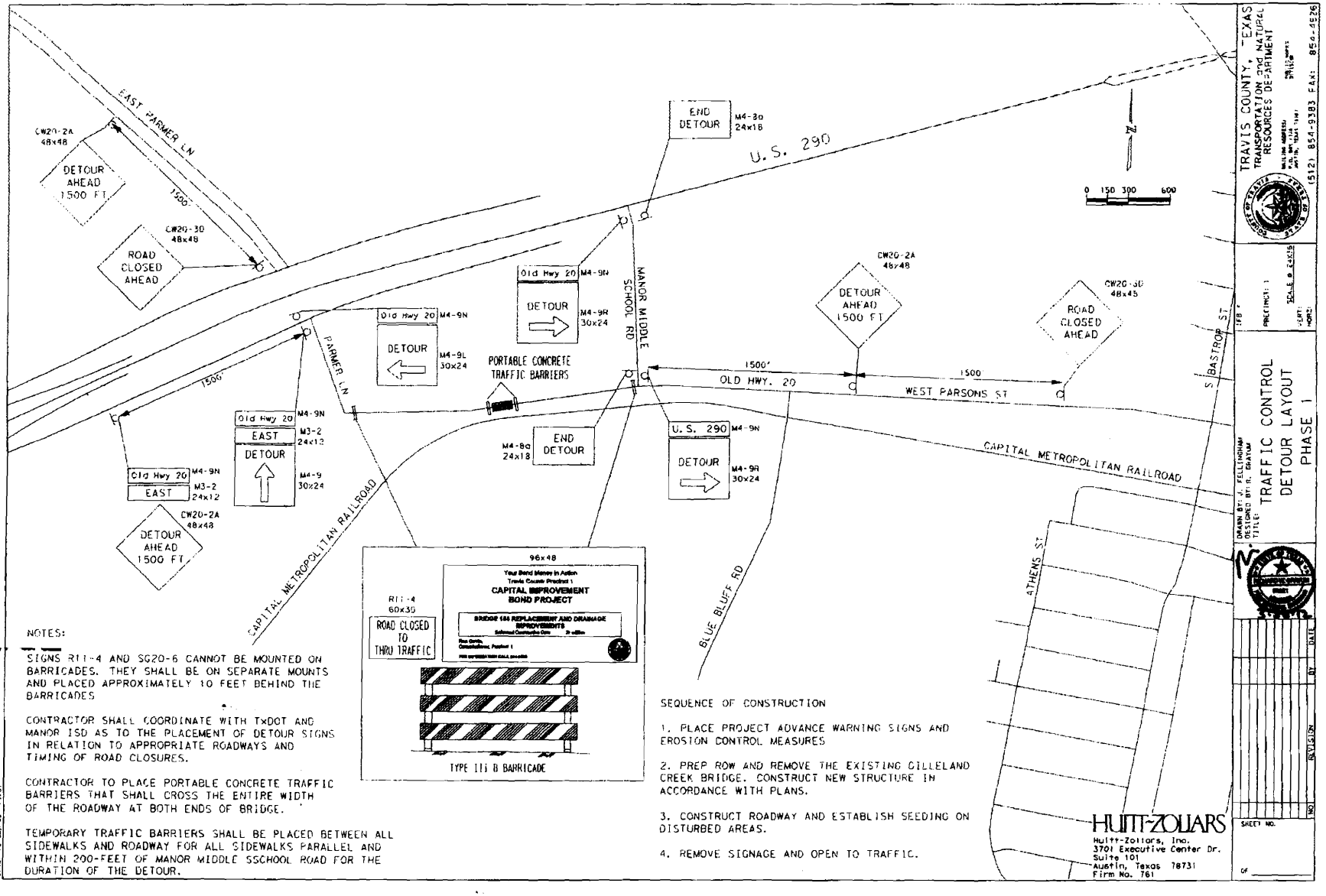
0101 - Administrative -



BEGIN PROJECT
STA 11+19.13

END PROJECT
STA 18+09.87

LOCATION MAP
N. T. S.



NOTES:

SIGNS R11-4 AND SG20-6 CANNOT BE MOUNTED ON BARRICADES. THEY SHALL BE ON SEPARATE MOUNTS AND PLACED APPROXIMATELY 10 FEET BEHIND THE BARRICADES

CONTRACTOR SHALL COORDINATE WITH TxDOT AND MANOR ISD AS TO THE PLACEMENT OF DETOUR SIGNS IN RELATION TO APPROPRIATE ROADWAYS AND TIMING OF ROAD CLOSURES.

CONTRACTOR TO PLACE PORTABLE CONCRETE TRAFFIC BARRIERS THAT SHALL CROSS THE ENTIRE WIDTH OF THE ROADWAY AT BOTH ENDS OF BRIDGE.

TEMPORARY TRAFFIC BARRIERS SHALL BE PLACED BETWEEN ALL SIDEWALKS AND ROADWAY FOR ALL SIDEWALKS PARALLEL AND WITHIN 200-FEET OF MANOR MIDDLE SSCHOOL ROAD FOR THE DURATION OF THE DETOUR.

SEQUENCE OF CONSTRUCTION

1. PLACE PROJECT ADVANCE WARNING SIGNS AND EROSION CONTROL MEASURES

2. PREP ROW AND REMOVE THE EXISTING GILLELAND CREEK BRIDGE. CONSTRUCT NEW STRUCTURE IN ACCORDANCE WITH PLANS.

3. CONSTRUCT ROADWAY AND ESTABLISH SEEDING ON DISTURBED AREAS.

4. REMOVE SIGNAGE AND OPEN TO TRAFFIC.

HUITT-ZOLLARS
Huitt-Zollars, Inc.
3701 Executive Center Dr.
Suite 101
Austin, Texas 78731
Firm No. 761

TRAVIS COUNTY, TEXAS
TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
(512) 854-9383 FAX: 854-4626

TRAFFIC CONTROL
DETOUR LAYOUT
PHASE 1

SHEET NO.
OF

FILE: d:\Storage\v8\Seal\detour.dgn
DATE: 12-Jan-08 14:31

CODE: 4100

RECEIVED

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., Executive Manager
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

Public notices of Public Hearing for Temporary Road Closure were posted on April 16, 2012 at FOUR locations on OLD HIGHWAY 20,

this location being as near as practical to the area being affected.

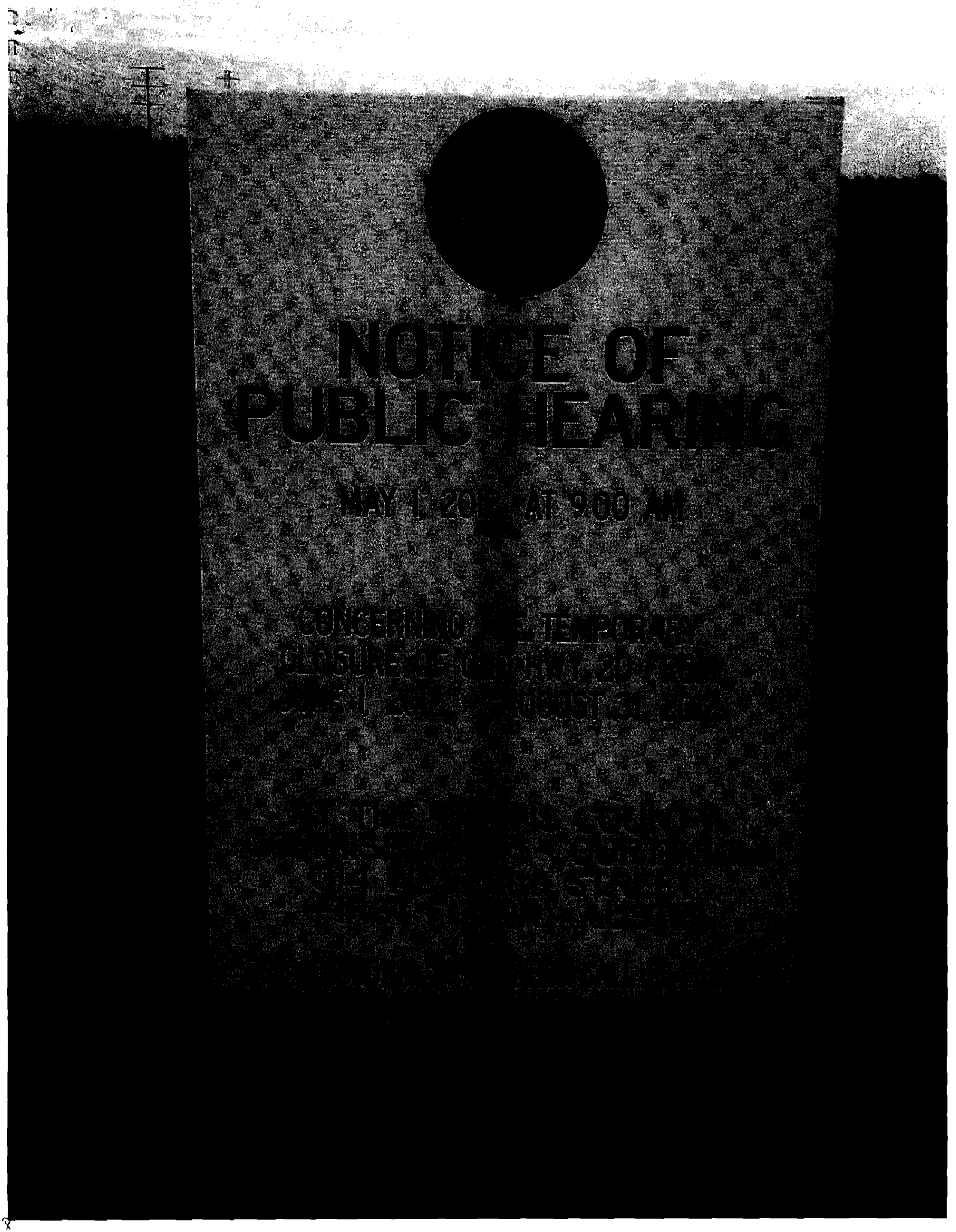
CERTIFIED THIS THE 16 (date) DAY OF April (month) 2012.

SIGNATURE: [signature]

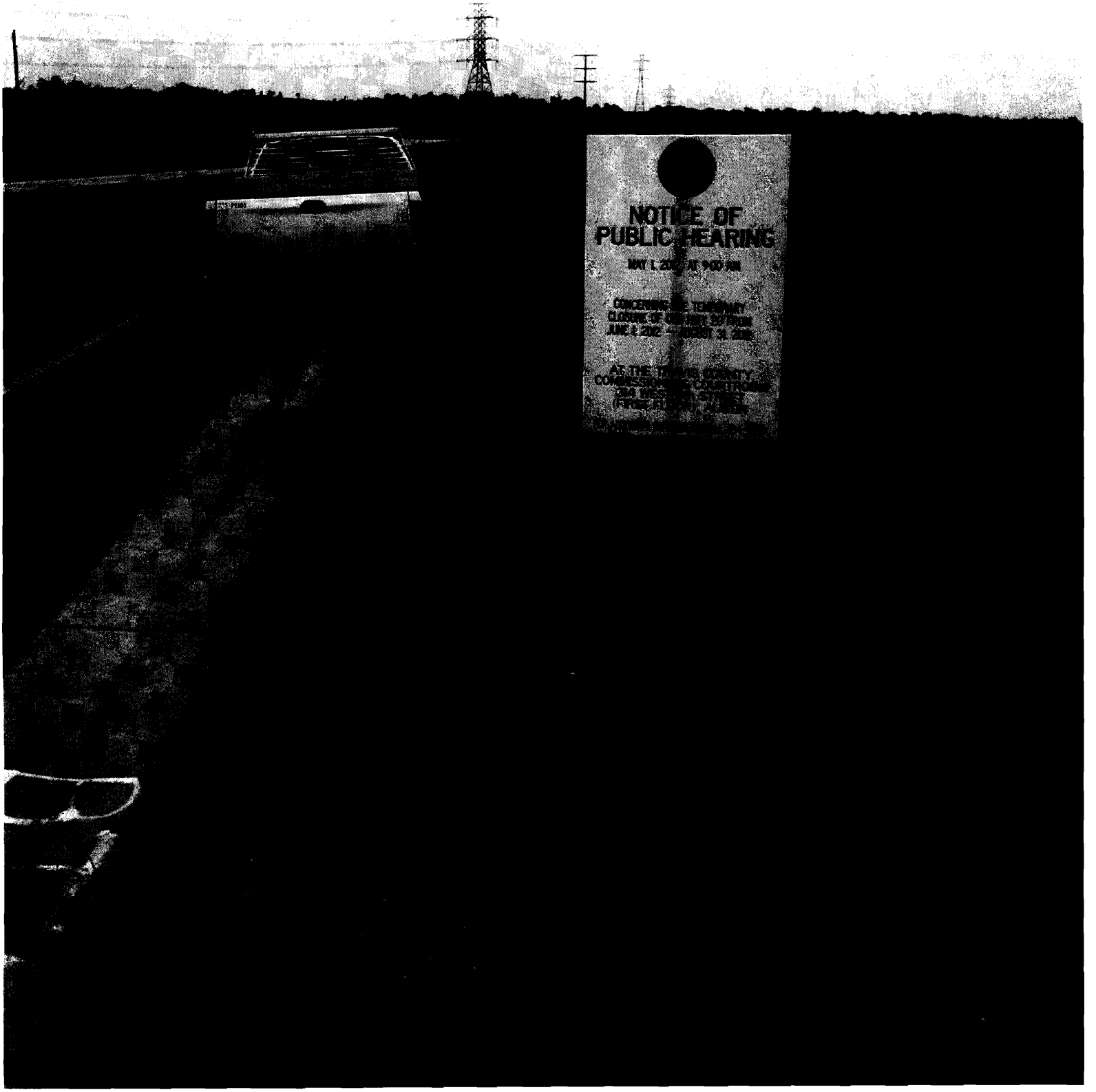
NAME (print): Kevin Brister

TITLE: Siga tech

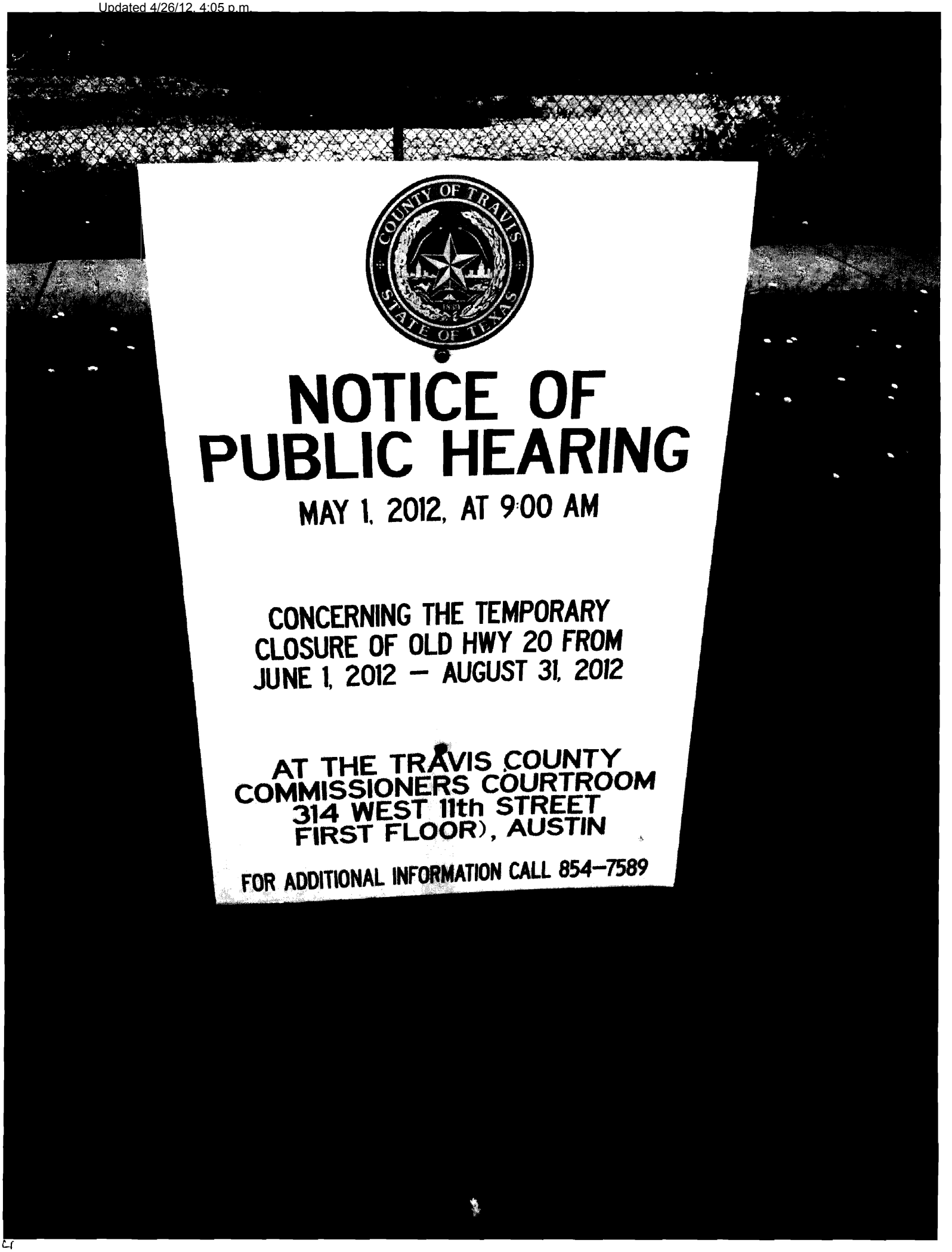
Updated 4/26/12, 4:05 p.m.



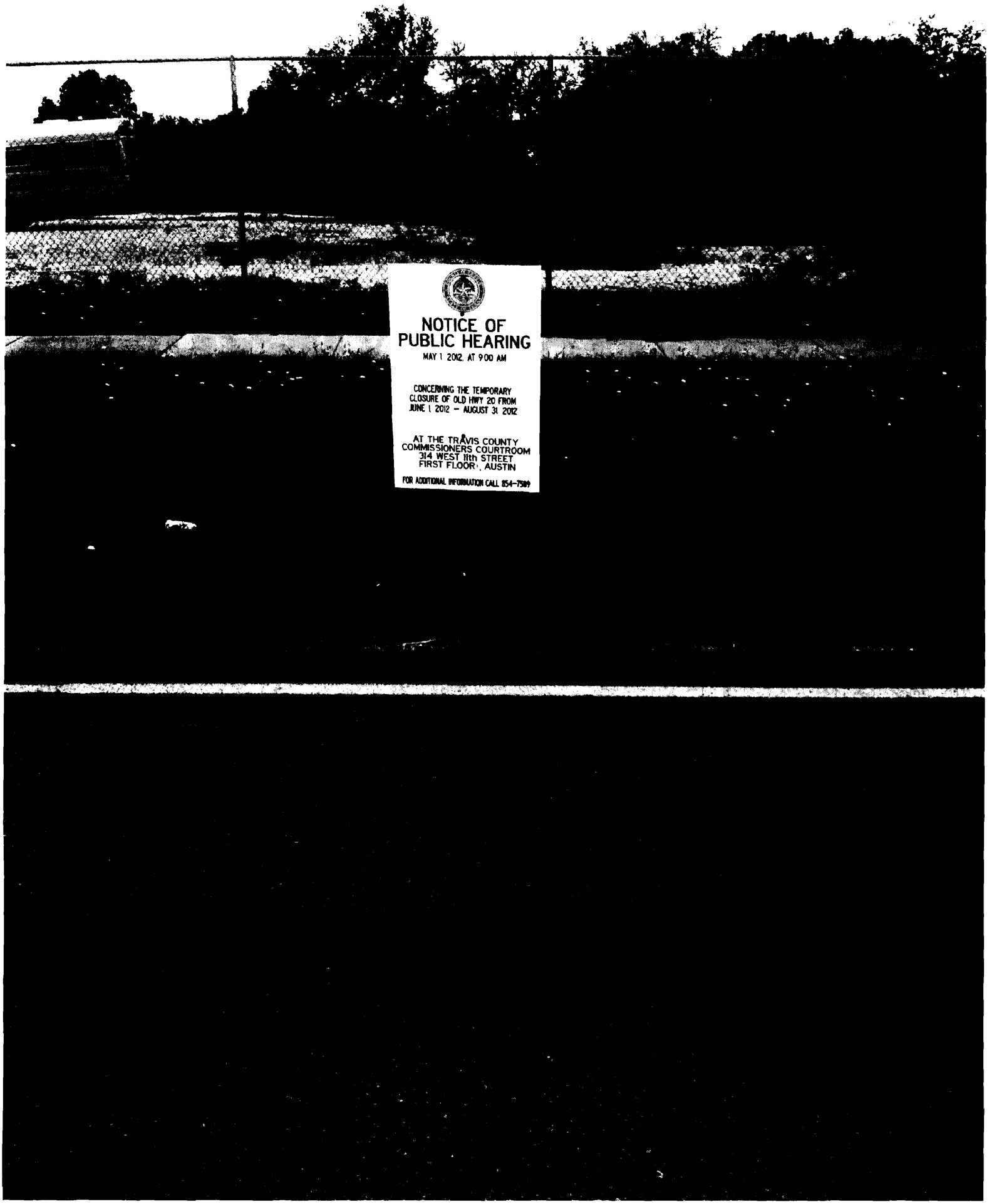
Updated 4/26/12, 4:05 p.m.

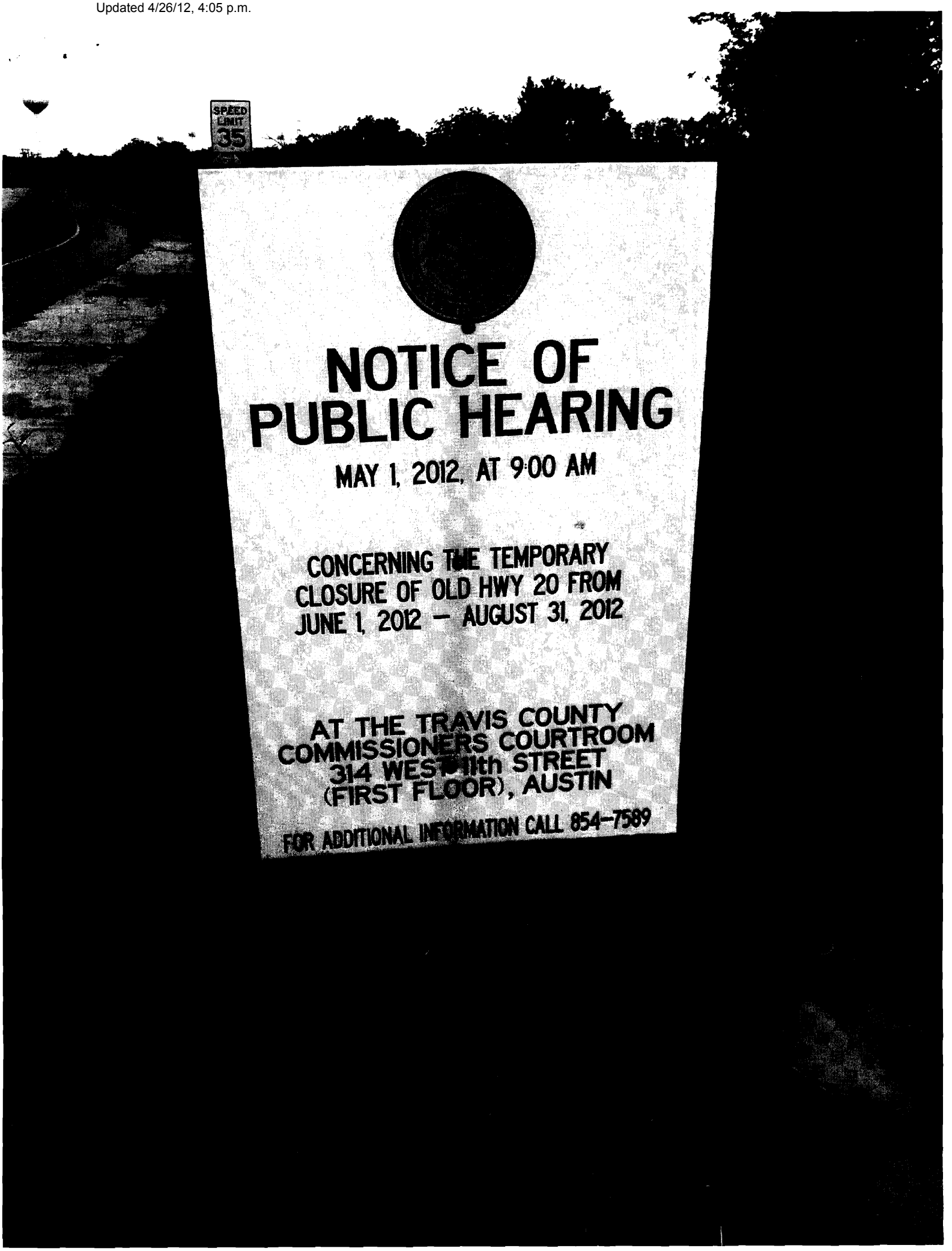


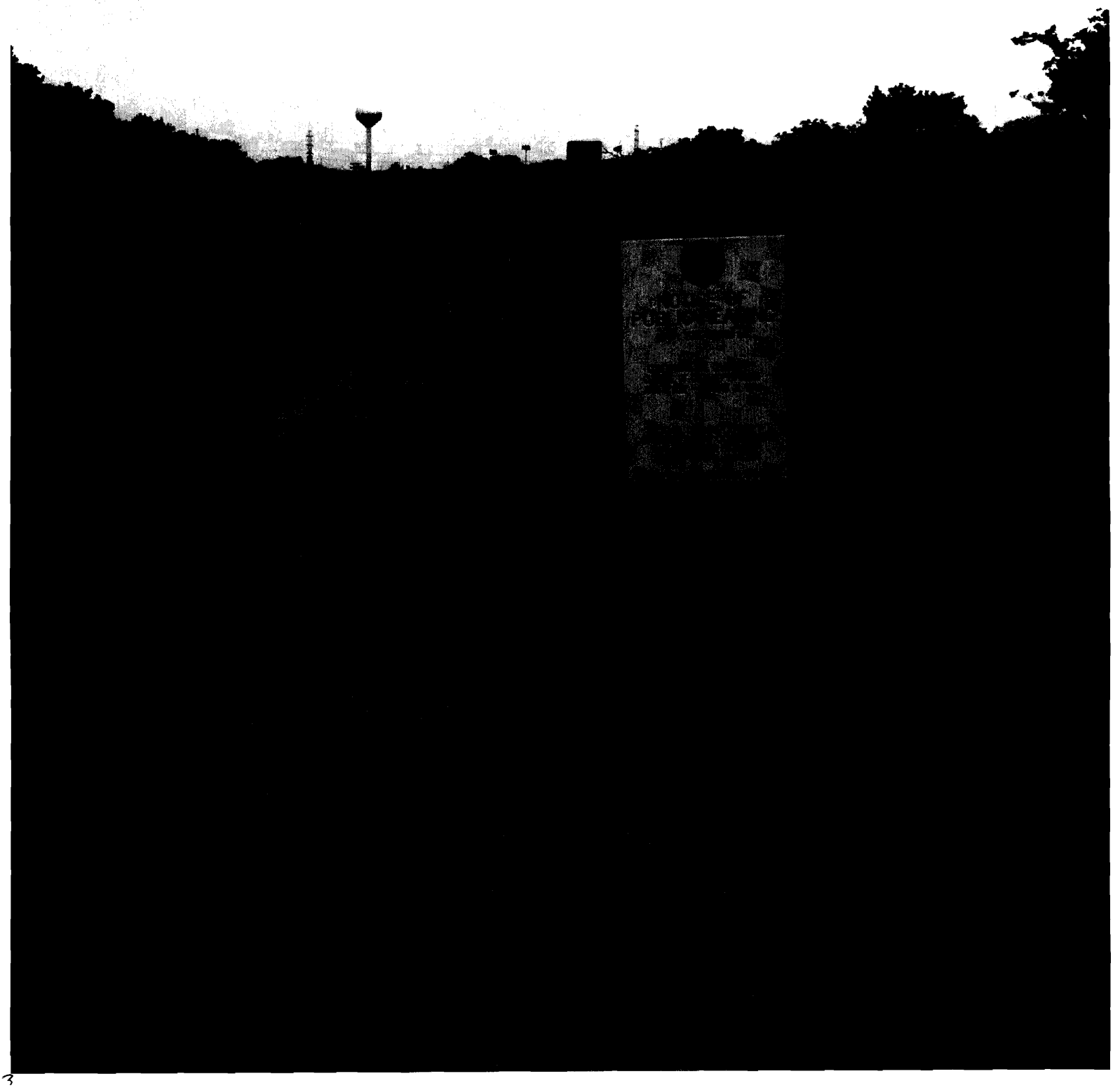
Updated 4/26/12, 4:05 p.m.



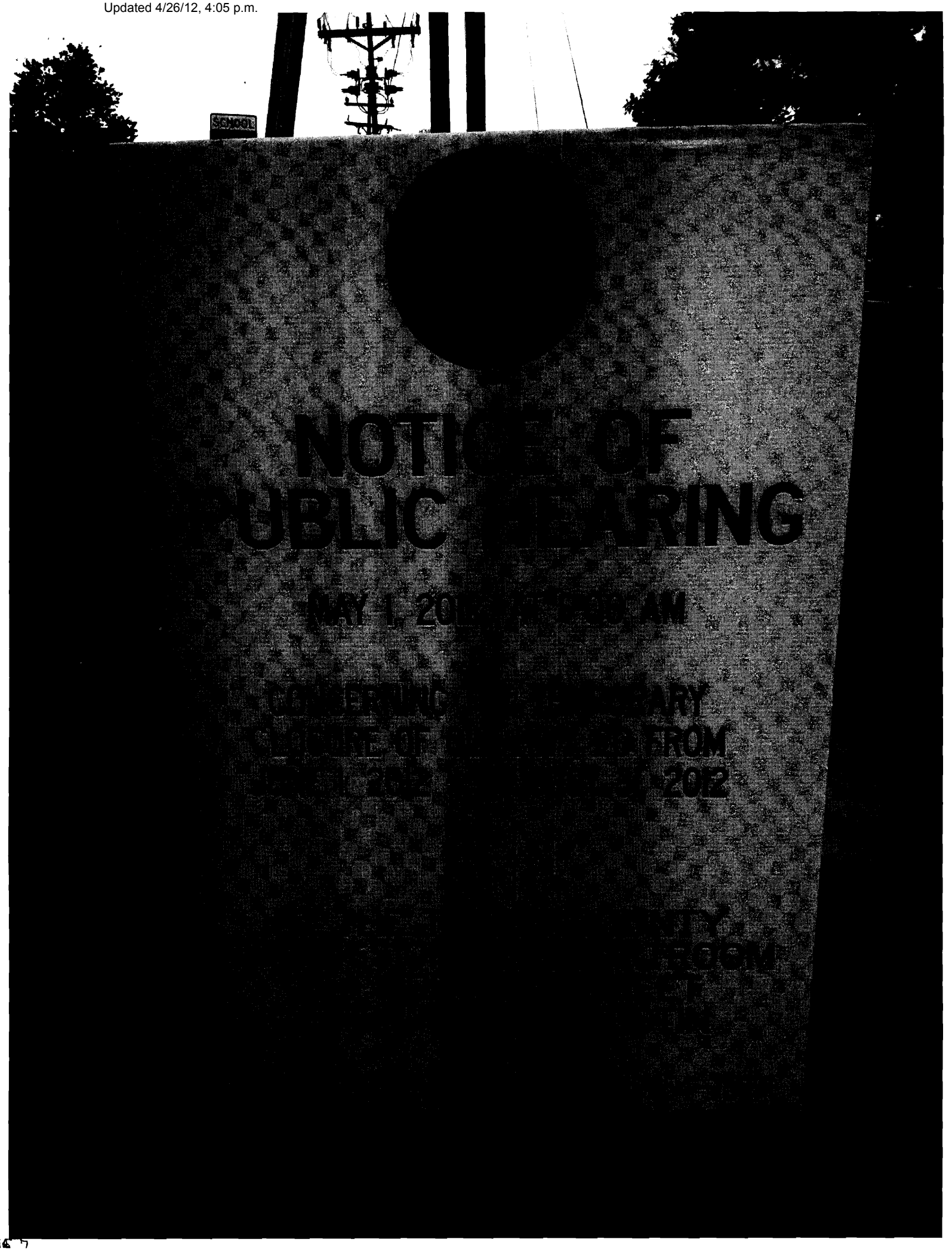
Updated 4/26/12, 4:05 p.m.




SPEED LIMIT 35
NOTICE OF PUBLIC HEARING
MAY 1, 2012, AT 9:00 AM
CONCERNING THE TEMPORARY CLOSURE OF OLD HWY 20 FROM JUNE 1, 2012 – AUGUST 31, 2012
AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM 314 WEST 11th STREET (FIRST FLOOR), AUSTIN
FOR ADDITIONAL INFORMATION CALL 854-7589



Updated 4/26/12, 4:05 p.m.



Updated 4/26/12, 4:05 p.m.



STATE OF TEXAS §
§
COUNTY OF TRAVIS §

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of Old Highway 20, Between Joyce Turner Road and Parmer Lane, in Precinct One for the replacement of Bridge 155; and

WHEREAS, a public hearing was held on **Error! Reference source not found.**, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCTError! Reference source not found.:

Old Highway 20	Temporarily close Old Highway 20, in Precinct One for bridge replacement beginning on or about June 1, 2012, and continuing through August 31, 2012, or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2012.

_____
Samuel T. Biscoe
County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gomez
Commissioner, Precinct 4

Item 14

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Sarah Sumner **Phone #:** 854-7687
Division Director/Manager: Anna Bowlin, Division Director Development 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 a plat for recording in Precint Three: Revised Plat of Lots 5-9 Block C West Cypress Hills Phase One Section Four A.

BACKGROUND/SUMMARY OF REQUEST:
This revised plat consists of single family residential Lots 5-8 and a portion of greenbelt Lot 9. As this section was under construction, it was noted the 15 feet of frontage for Lot 9 was missing and will be corrected with this revised plat. No fiscal is required for this plat, water and wastewater to be provided by Cypress Ranch Water Control and Improvement District 1.

STAFF RECOMMENDATIONS:
This plat meets all Travis County regulations and is recommended for approval.

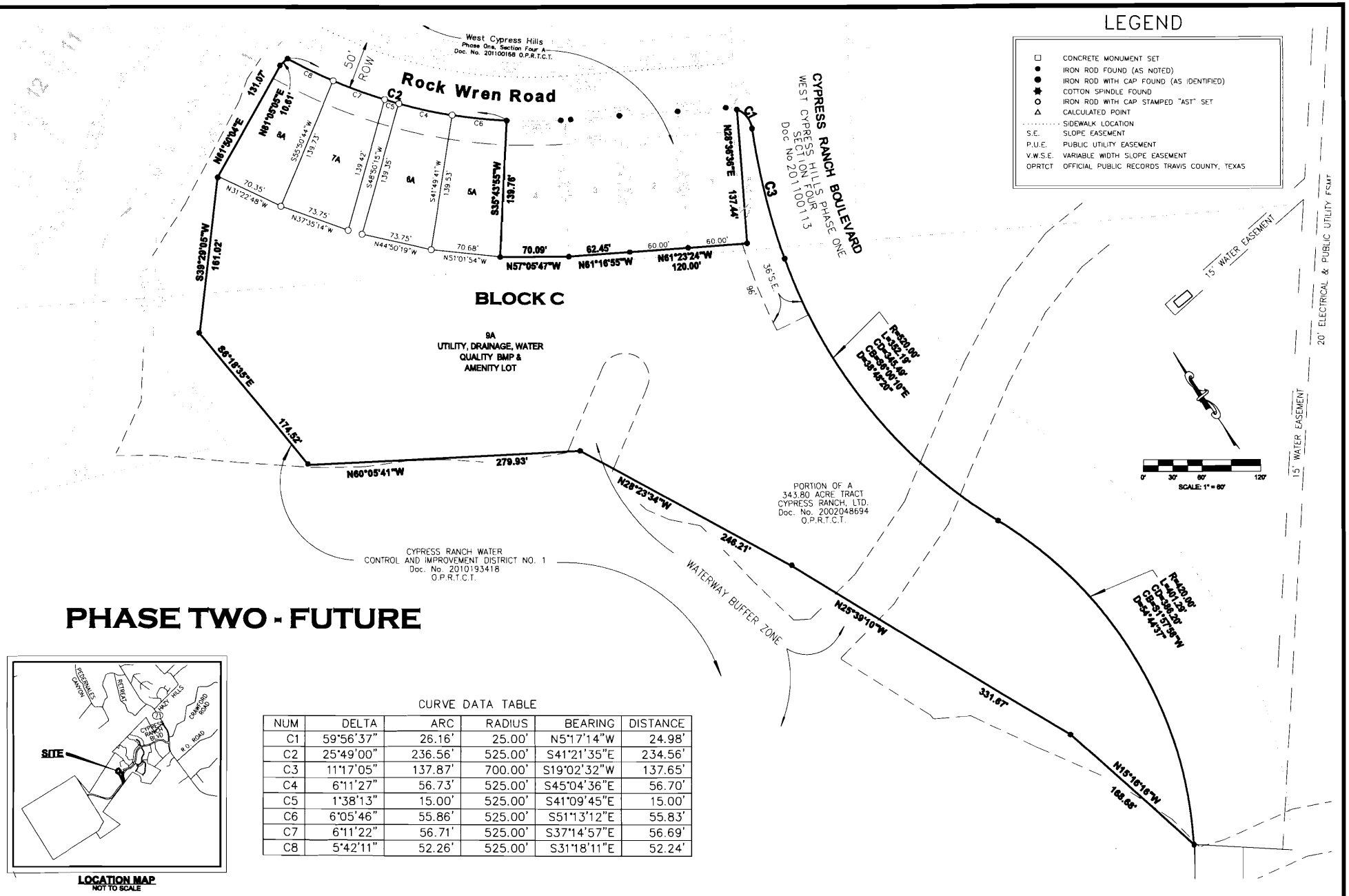
ISSUES AND OPPORTUNITIES:
Staff has not received any inquiries about this property at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

ATTACHMENTS/EXHIBITS:
Revised Plat, Original Plat, location map, precinct map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561



PHASE TWO - FUTURE

LOCATION MAP
NOT TO SCALE

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	59°56'37"	26.16'	25.00'	N5°17'14"W	24.98'
C2	25°49'00"	236.56'	525.00'	S41°21'35"E	234.56'
C3	11°17'05"	137.87'	700.00'	S19°02'32"W	137.65'
C4	6°11'27"	56.73'	525.00'	S45°04'36"E	56.70'
C5	1°38'13"	15.00'	525.00'	S41°09'45"E	15.00'
C6	6°05'46"	55.86'	525.00'	S51°13'12"E	55.83'
C7	6°11'22"	56.71'	525.00'	S37°14'57"E	56.69'
C8	5°42'11"	52.26'	525.00'	S31°18'11"E	52.24'

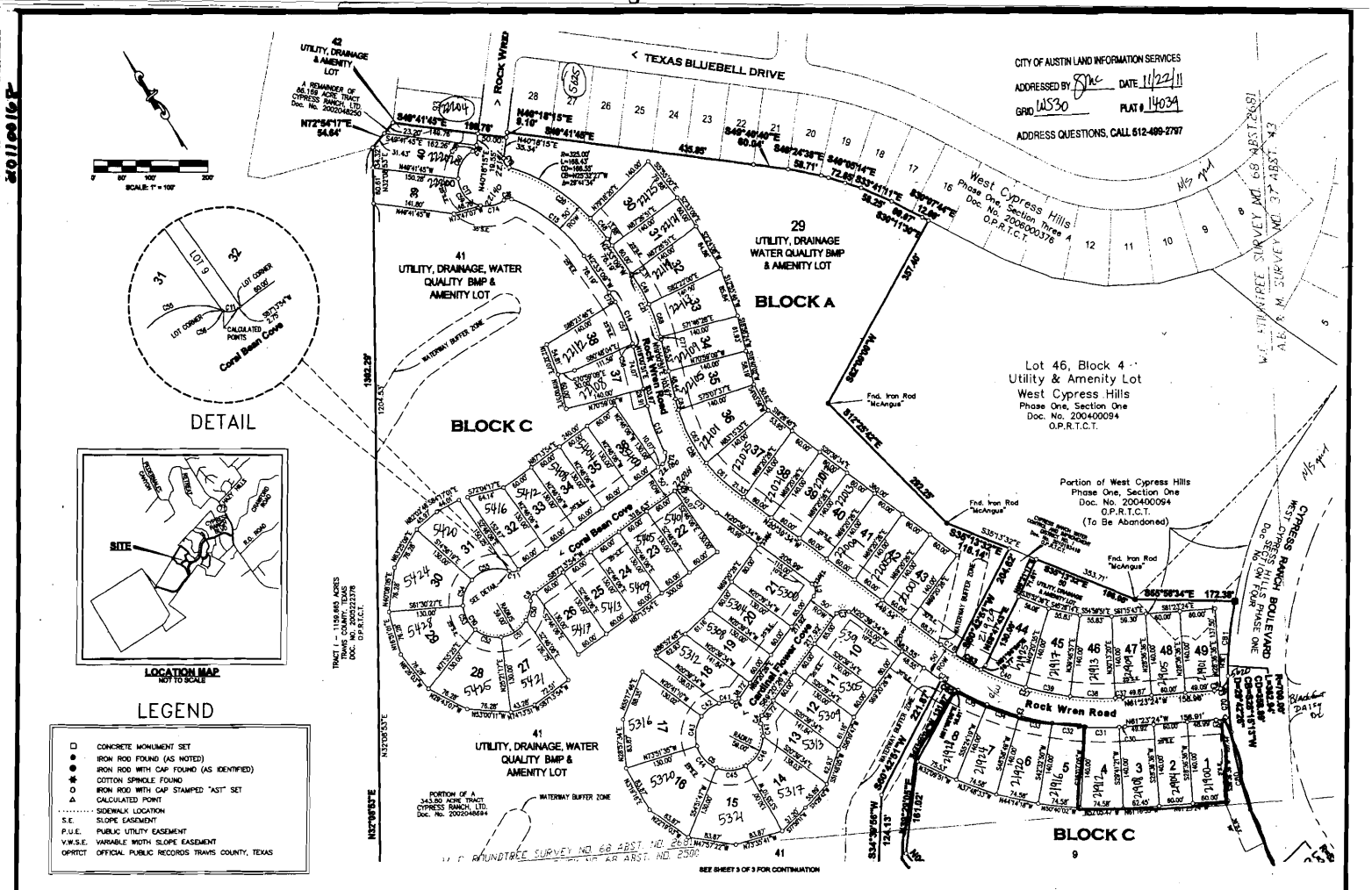
TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD SUITE 205 AUSTIN, TEXAS 78746 O: 512-904-0505 F: 512-904-0509 TBPE NO. 11206
AUSTIN SPATIAL TECHNOLOGIES, LLC

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	JANUARY, 2012
SURVEYOR:	PAUL C. SAUVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9, BLOCK C WEST CYPRESS HILLS PHASE ONE, SECTION 4A

Updated 4/26/12, 4:05 p.m.

Original Plat



TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUNE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

TEXAS ENGINEERING SOLUTIONS

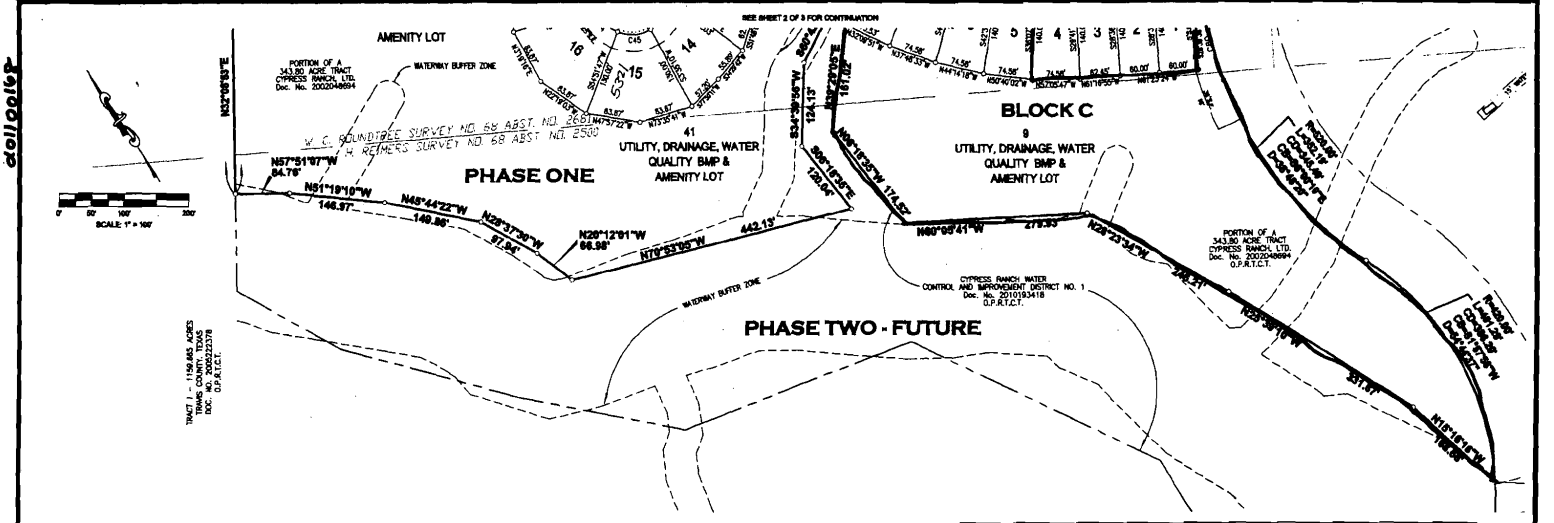
AUSTIN SPATIAL TECHNOLOGIES, LLC

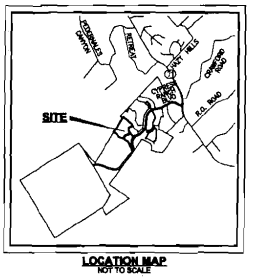
WEST CYPRESS HILLS PHASE ONE, SECTION 4A

SHEET 2 OF 3

Updated 4/26/12, 4:05 p.m.

Original Plat





LOCATION MAP
NOT TO SCALE

LEGEND

- □ CONCRETE MONUMENT SET
- ● IRON ROD FOUND (AS NOTED)
- ● IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- ✱ COTTON SPINDLE FOUND
- ○ IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	86°04'29"	37.56'	25.00'	N18°21'10"W	34.12'
C2	49°43'59"	373.22'	525.00'	S41°01'29"E	365.46'
C3	90°00'00"	23.56'	15.00'	N65°39'34"W	21.21'
C4	57°42'39"	14.10'	14.00'	S40°29'14"W	13.51'
C5	295°74'52"	304.39'	58.00'	S20°39'34"E	63.04'
C6	57°42'39"	14.10'	14.00'	S81°48'21"E	13.51'
C7	90°00'00"	23.56'	15.00'	N24°20'26"E	21.21'
C8	83°14'37"	21.79'	15.00'	N51°06'41"W	19.93'
C9	57°42'39"	14.10'	14.00'	S39°27'41"W	13.51'
C10	295°21'52"	304.39'	58.00'	S27°48'08"E	63.04'
C11	57°42'39"	14.10'	14.00'	S63°54'53"E	13.51'
C12	83°14'37"	21.79'	15.00'	N45°36'38"E	19.93'
C13	19°39'34"	85.73'	325.00'	S12°30'04"W	84.99'
C14	23°24'00"	103.51'	275.00'	N81°37'51"E	102.80'
C15	33°42'48"	161.81'	275.00'	N19°24'33"W	159.49'
C16	57°50'21"	14.13'	14.00'	N65°11'07"W	13.54'
C17	286°51'33"	163.07'	50.00'	S70°42'51"E	56.62'
C18	52°27'22"	12.82'	14.00'	N69°31'54"E	12.37'
C19	89°41'39"	19.72'	14.00'	S70°02'28"E	18.13'
C20	37°50'06"	214.85'	325.00'	N21°28'12"W	210.73'
C21	21°54'00"	120.45'	320.00'	N81°37'51"E	119.72'
C22	257°21'39"	224.56'	50.00'	N41°31'04"E	76.08'
C23			NOT USED		
C24			NOT USED		
C25			NOT USED		
C26	39°40'24"	190.42'	275.00'	S37°49'21"E	186.64'
C27	49°43'59"	337.87'	475.00'	S41°01'29"E	330.89'
C28	86°00'09"	37.53'	25.00'	N75°38'07"E	34.11'
C29	26°07'52"	11.40'	25.00'	N48°19'29"W	11.30'
C30	26°07'52"	11.40'	25.00'	N48°19'29"W	11.30'
C31	104°45"	9.88'	525.00'	S80°51'02"E	9.88'
C32	9°25'45"	58.91'	525.00'	S70°40'02"E	58.88'
C33	9°25'41"	58.90'	525.00'	S61°14'26"E	58.87'
C34	9°25'46"	58.92'	525.00'	S51°48'35"E	58.89'
C35	6°08'38"	56.29'	525.00'	S31°31'23"E	56.26'
C36	2°33'33"	11.29'	25.00'	S74°19'21"E	11.19'
C37	136°44"	13.37'	475.00'	S80°33'02"E	13.37'
C38	9°33'37"	79.26'	475.00'	S54°56'31"E	79.17'
C39	9°33'37"	79.26'	475.00'	S45°26'14"E	79.17'
C40	9°33'37"	79.26'	475.00'	S35°52'36"E	79.17'
C41	21°48'14"	22.42'	34.00'	N63°50'15"W	22.28'
C42	37°54'09"	36.85'	56.00'	S86°27'36"W	37.89'
C43	55°34'13"	53.10'	56.00'	S41°50'31"W	51.33'
C44	51°16'38"	52.90'	56.00'	S9°39'54"E	51.08'
C45	51°16'38"	52.90'	56.00'	S60°46'31"E	51.08'
C46	60°10'55"	61.97'	56.00'	N63°29'42"E	59.16'
C47	21°46'14"	22.42'	36.00'	N22°01'08"E	22.28'
C48	8°08'31"	46.10'	325.00'	N6°37'24"W	46.14'
C49	10°11'06"	57.78'	325.00'	N2°33'25"E	57.70'
C50	57°24'16"	50.10'	50.00'	N69°39'04"E	48.03'
C51	46°34'08"	40.64'	50.00'	S41°21'38"E	39.53'
C52	46°34'08"	40.64'	50.00'	S81°12'28"W	39.53'
C53	46°34'08"	40.64'	50.00'	S51°46'37"W	39.53'
C54	60°21'37"	52.67'	50.00'	N74°45'31"W	50.27'
C55	89°07'46"	71.19'	36.00'	S70°22'25"W	66.85'
C56	0°44'51"	0.77'	58.00'	S35°26'05"W	0.77'
C57	16°22'44"	78.81'	275.00'	N9°47'34"E	78.39'
C58	50°36'23"	12.37'	14.00'	N67°7'2"E	11.97'
C59	73°44'23"	64.38'	50.00'	S7°45'38"E	60.00'
C60	63°39'05"	55.55'	50.00'	S60°56'05"W	52.73'
C61	17°50'06"	85.80'	275.00'	S13°42'09"E	85.64'
C62	21°36'56"	103.72'	275.00'	S4°53'56"W	103.13'
C63	4°09'28"	19.88'	275.00'	S14°56'37"W	19.87'
C64			NOT USED		
C65			NOT USED		
C66			NOT USED		
C67			NOT USED		
C68	16°30'32"	80.08'	325.00'	N12°56'48"E	80.00'
C69			NOT USED		
C70	7°54'33"	96.53'	700.00'	S28°36'21"W	96.55'
C71	46°17'23"	21.03'	25.00'	S63°08'13"W	20.41'
C72	15°53'17"	16.50'	50.04'	N49°29'28"E	16.42'
C73	11°08'05"	63.18'	325.00'	S15°05'31"E	63.08'
C74	49°28'28"	43.17'	50.00'	S89°22'04"E	41.85'
C75	7°47'31"	71.40'	525.00'	S24°31'18"E	71.34'
C76	3°30'46"	29.12'	475.00'	S22°24'37"E	29.12'
C77	0°47'18"	4.47'	325.00'	N18°37'11"E	4.47'
C78	28°07'42"	163.33'	325.00'	N25°48'23"W	163.45'
C79	4°06'23"	19.85'	275.00'	N0°26'28"W	19.84'
C80	11°17'08"	137.69'	700.00'	S10°02'32"W	137.48'
C81	10°00'48"	126.45'	700.00'	S2°50'02"W	126.27'
C82	3°47'28"	34.74'	525.00'	S0°53'42"E	34.73'
C83	6°26'03"	53.34'	475.00'	S2°23'21"E	53.31'

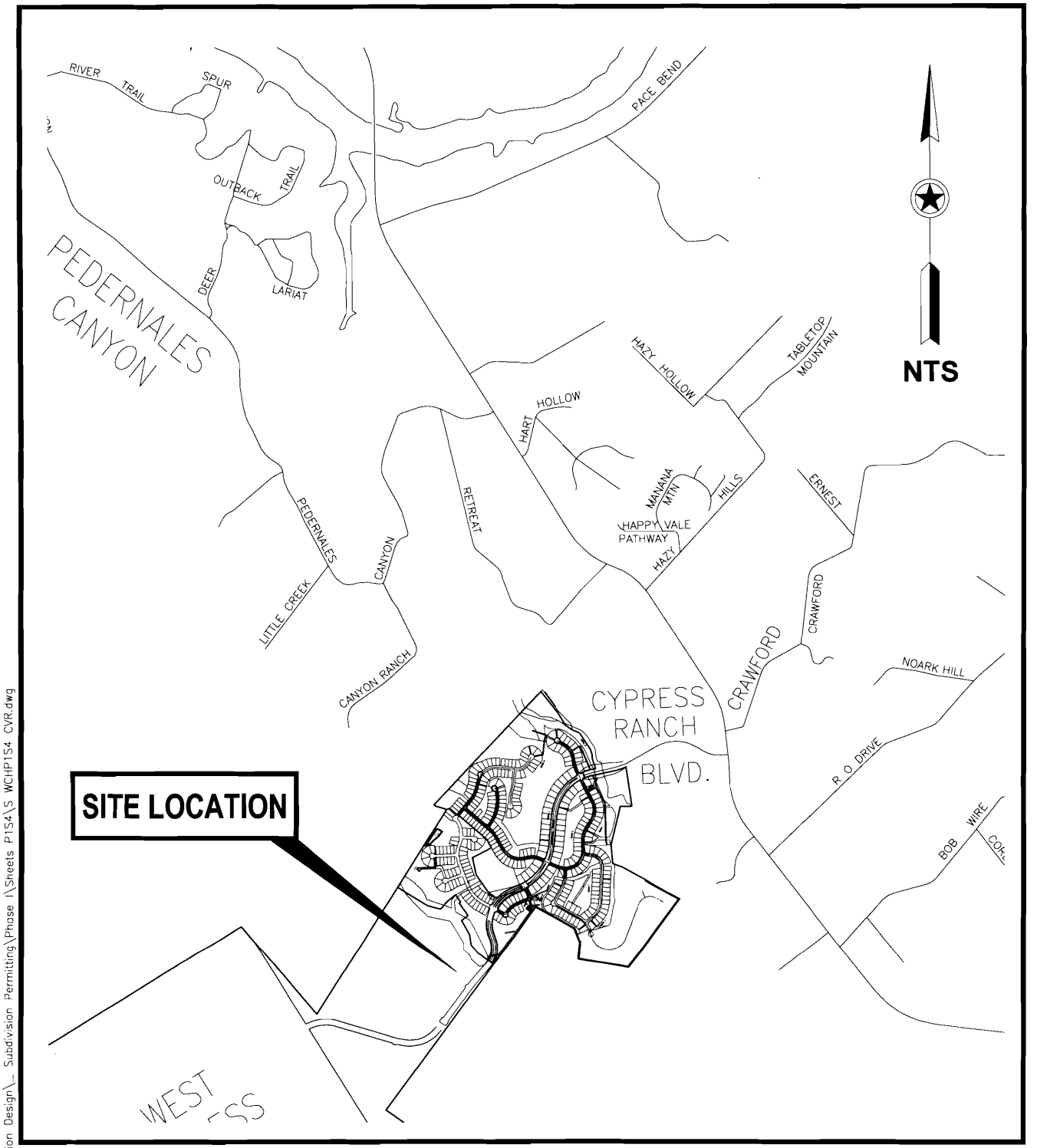
TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUVE, RPLS# 2516
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1106
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD.
PLOT DATE:	

TEXAS ENGINEERING SOLUTIONS

AUSTIN SPATIAL TECHNOLOGIES, LLC

WEST CYPRESS HILLS
PHASE ONE, SECTION 4A

SHEET 3 OF 3



T:\Private\Castletop\WCH_ Subdivision Design_ Subdivision Permitting\Phase I\Sheets P1S4\S WCHP1S4 CVR.dwg

Texas Engineering Solutions
5000 BEE CAVES ROAD
AUSTIN, TEXAS 78746
O: 512-904-0505
F: 512-904-0509
TBPE NO. 11206

OWNER/DEVELOPER

WEST CYPRESS HILLS

VICINITY MAP

SHEET 1

OF 1

MODIFIED:	May 2, 2011
PLOTTED:	May 2, 2011
PLOTTED BY:	tescad03

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS :

THAT CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING THROUGH CYPRESS RANCH DEVELOPMENT, INC, ITS GENERAL PARTNER, WHOSE PRESIDENT IS ALAN TOPFER, BEING THE OWNER OF A 5.792 ACRE TRACT OF LAND LOCATED IN THE HENRY REIMERS SURVEY NO. 68, A-2500 AND THE W. C. ROUNDTREE SURVEY NO. 68, ABSTRACT 2681, TRAVIS COUNTY, TEXAS AND KNOWN AS LOTS 5, 6, 7, 8 AND 9, BLOCK C, WEST CYPRESS HILLS, PHASE ONE, SECTION 4A, AS RECORED IN DOCUMENT NO. 201100168 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 5.792 ACRES OF LAND, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9, BLOCK C, WEST CYPRESS HILLS PHASE ONE, SECTION 4A"

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, CYPRESS RANCH, LTD., AND CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ , 2012 A.D.

CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP BY:
CYPRESS RANCH DEVELOPMENT, INC., ITS GENERAL PARTNER

_____
BY: ALAN TOPFER, PRESIDENT
3600 N. CAPITAL OF TEXAS HWY
BLDG. B, SUITE 320
AUSTIN, TEXAS 78746

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____ , 2012, A.D., BY ALAN TOPFER, PRESIDENT OF CYPRESS RANCH DEVELOPMENT, INC., GENERAL PARTNER OF CYPRESS RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID COMPANY AND SAID PARTNERSHIP.

WITNESS MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ , 2012, A.D.

_____
NOTARY PUBLIC IN AND
FOR TRAVIS COUNTY, TEXAS

CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

_____
DAVID CAVALIER, PRESIDENT
BOARD OF DIRECTORS

STATE OF TEXAS:
COUNTY OF TRAVIS:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____ 2012, BY DAVID CAVALIER, PRESIDENT OF CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, ON BEHALF OF SAID DISTRICT.

_____
NOTARY PUBLIC IN AND
FOR TRAVIS COUNTY, TEXAS

ENGINEERING BY:

I, HENRY B. SMITH, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE TRAVIS COUNTY DEVELOPMENT REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL #48453C0380H, TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008, COMMUNITY #481026.

_____ _____
HENRY B. SMITH, P.E. # 65051 DATE
TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD, SUITE 206
AUSTIN, TEXAS 78746

SURVEYED BY:

I, PAUL C. SAUVE, JR, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

_____ JANUARY 23, 2012
PAUL C. SAUVE, JR, RPLS # 2518 DATE
AUSTIN SPATIAL TECHNOLOGIES, LLC
11209 CHERISSE DRIVE
AUSTIN, TX. 78739

STATE OF TEXAS
PAUL C. SAUVE, JR.
2518
PROFESSIONAL LAND SURVEYOR

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES 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 OWNER(S) 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 OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) 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 NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS :
COUNTY OF TRAVIS :

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 2012, 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 _____ DAY OF _____ , 2012, A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

_____
DEPUTY

STATE OF TEXAS :
COUNTY OF TRAVIS :

I, DANA DEBEAUVOIR, CLERK 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 _____ DAY OF _____, 2012, A.D. AT _____ O'CLOCK __M., DULY RECORDED ON THE _____ DAY OF _____ 2012, A.D. AT _____ O'CLOCK __M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____ 2012, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION (ETJ), THIS THE _____ DAY OF _____, 2012.

_____
GREG GUERNSEY, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

_____ _____
HENRY B. SMITH, P.E. DATE

ENGINEER FOR CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

LINEAR FOOTAGE OF STREETS
N/A

TOTAL ACRES
5.792 ACRES

TOTAL NUMBER OF LOTS
5 LOTS

SINGLE FAMILY - 4

UTILITY/AMENITY - 1
& DRAINAGE

DIRECTORS - 0

TOTAL NUMBER OF BLOCKS
1 BLOCK

BENCHMARKS

BM-3A-1 ELEV = 1014.20'
"BOX" CUT IN TOP OF CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF CYPRESS RANCH BLVD. AND TEXAS BLUEBELL DR. AT THE EAST CORNER OF LOT 1, BLOCK 1, PHASE ONE, SECTION ONE.

BM-3A-2 ELEV = 1036.48'
"BOX" CUT IN TOP OF CONCRETE CURB AT THE NORTHEAST CORNER OF THE SWINGS IN THE PARK, 115' WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK A.

NOTES:

1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.

2. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CYPRESS RANCH W.C.I.D. NO. 1 AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.

3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.

4. SIDEWALKS SHALL BE BUILT TO TRAVIS COUNTY STANDARDS AND ARE REQUIRED ALONG THE FOLLOWING STREETS:

ROCK WREN ROAD (ONE SIDE)

THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO FUTURE RESIDENTIAL DEVELOPMENT OF PHASE ONE, FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.

5. UTILITY/AMENITY & DRAINAGE LOTS WILL BE OWNED AND MAINTAINED BY CYPRESS RANCH W.C.I.D. NO. 1 OR THEIR ASSIGNS.

6. A 10' PUBLIC UTILITY EASEMENT IS DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS.

7. ALL PROPERTY OF THE HEREIN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN SINGLE FAMILY RESIDENTIAL MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.

8. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.

9. FOR THE RESTRICTIVE COVENANTS PERTAINING TO THIS SUBDIVISION SEE SEPARATE INSTRUMENT RECORDED AS DOC. NO. _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

10. DRIVEWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CORNER OF THE RIGHT OF WAY INTERSECTION. MULTIPLE DRIVEWAYS FOR INDIVIDUAL LOTS SHOULD BE SPACED NO CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTIONS ROADWAY. DRIVEWAYS ON ADJACENT LOTS SHALL BE SPACED CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTION ROADWAYS.

11. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM.

12. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNITIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.

13. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATED AND SUFFICIENT SUPPLY FOR THE PLANNED DEVELOPMENT.

14. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

15. ALL STREETS SHOWN HEREON WILL BE DEDICATED PUBLIC RIGHT OF WAYS.

16. ALL PROPERTY HEREIN IS SUBJECT TO CONSERVATION LANDSCAPING REQUIREMENTS IN ACCORDANCE WITH THE RESTRICTIVE COVENANTS FILED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOCUMENT NO. _____.

LOWER COLORADO RIVER AUTHORITY

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF THE STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN THE CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLAN ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LCRA 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 WATERWAY BUFFER ZONE SHALL BE MAINTAINED BY THE LOT OWNERS BY PRESERVING AND RESTORING NATIVE VEGETATION. THE WATERWAY BUFFER ZONE MAY NOT BE EMENDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LCRA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPERTY AUTHORITY.

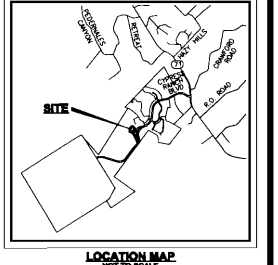
_____
LOWER COLORADO RIVER AUTHORITY DATE

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) LOT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OF OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP LOT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA).

THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

_____
LOWER COLORADO RIVER AUTHORITY DATE

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY? HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LCRA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.



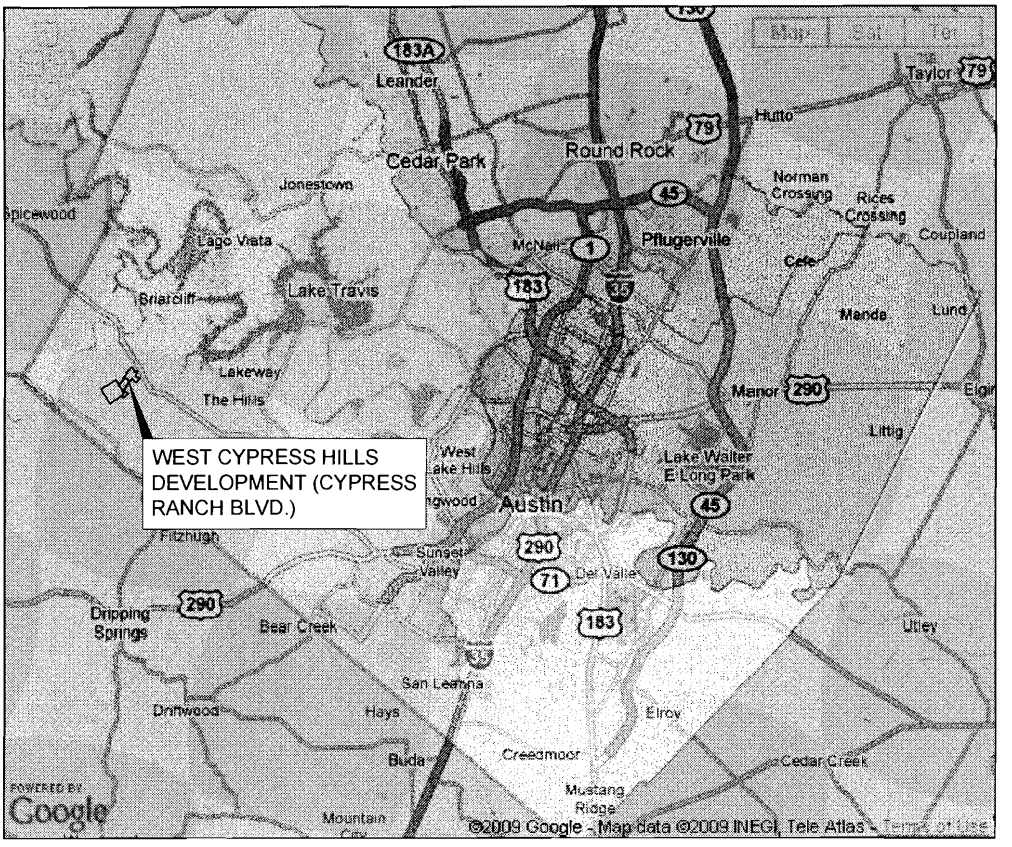
LOCATION MAP
NOT TO SCALE

TEXAS ENGINEERING SOLUTIONS
5000 BEE CAVES ROAD SUITE 206 AUSTIN, TEXAS 78746 O 512-904-0505 F 512-904-0509 TBPE NO 11706
AUSTIN SPATIAL TECHNOLOGIES, LLC

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	JANUARY, 2012
SURVEYOR:	PAUL C. SAUVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD.
PLOT DATE:	

RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9, BLOCK C WEST CYPRESS HILLS PHASE ONE, SECTION 4A

SHEET 1 OF 2



TRAVIS COUNTY PRECINCT MAP

- PRECINCT 1
- PRECINCT 2
- **PRECINCT 3**
- PRECINCT 4

Texas Engineering Solutions
5000 BEE CAVES ROAD
AUSTIN, TEXAS 78746
O: 512-904-0505
F: 512-904-0509
TBPE NO. 11206

OWNER/DEVELOPER	WEST CYPRESS HILLS - TRAVIS COUNTY PRECINCT MAP	EXHIBIT 1
MODIFIED: April 28, 2011 PLOTTED: April 28, 2011 PLOTTED BY: tescomp04		OF 1

T:\Private\Castletop\WCH\Cypress Ranch Boulevard Platting\Exhibits\CRB_Exhibit_Travis County Precinct Map.dwg

Updated 4/26/12, 4:05 p.m.

Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Darla Vasterling **Phone #:** 854-7564
Division Director/Manager: Anna Bowlin, Development Services AB
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the Amended and Restated License Agreement for the development known as the Commons of Rowe Lane, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

Several subdivisions make up the development of the Commons of Rowe Lane. Phase I was accepted for maintenance by the Commissioners Court on November 25, 2008; Phase IIA was accepted on April 21, 2009; and Phase IIB and Phase IIIA were accepted on August 30, 2011. When Phase I was accepted for maintenance the developer, the Commons at Rowe Lane, L.P. entered into a License Agreement with Travis County to maintain the private improvements in the public right of way, such as, the landscaping in the traffic circle.

The Lakeside Municipal Utility District No. 3 agreed to take over the maintenance of the Licensed Property in Phase I. This was approved in Travis County Commissioners Court on September 13, 2011, via the approval of an Assigmennt and Amendment of the Commons of Rowe Lane License Agreement.

Now the Lakeside Municipal Utility District No. 3 has agreed to maintain and provide liability coverage for the three other suvdivisions: Commons at Rowe Lane Phase IIA, Phase IIB, and Phase IIIA. Additional areas of landscaping include the rights of way of Windmill Ranch Avenue, Commons Parkway, Meridian Boulevard, and Steed's Crossing.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Amended and Restated License Agreement.

ISSUES AND OPPORTUNITIES:

It is not important who is responsible for the improvemenmts as long as someone is. However it is good to have a utility district in charge of maintenance and liability.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Amended and Restated License Agreement
Map (3)
Insurance Certificate

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Director Development Services	TNR	854-7561

CC:

Julie Joe	Assistant County Atty	County Attorney	854-9415

DV:AB:dv
0101 - Administrative - 1102

AMENDED AND RESTATED LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Amended and Restated License Agreement is made and entered into by and between Travis County, Texas (the "COUNTY") and the Lakeside Municipal Utility District Number 3 (the "DISTRICT"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the original developer, Commons at Rowe Lane, L.P. (the "DEVELOPER") entered into that certain license agreement dated November 25, 2008, and recorded on December 12, 2008 as Document Number 2008198247 in the Official Public Records of Travis County, Texas (the "Original License Agreement") whereby the COUNTY granted the DEVELOPER a license to install, maintain, and repair certain landscaping and improvements in those portions of the rights of way of roads dedicated to the COUNTY and located in The Commons of Rowe Lane Phase I, a subdivision located in Travis County, being more particularly described in that certain plat (the "Phase 1 plat") recorded at Document Number 200600295, of the Plat Records of Travis County, Texas, ("Commons at Rowe Lane Phase I");

WHEREAS, on September 13, 2011, the Travis County Commissioners Court approved an Assignment and Amendment of the Commons at Rowe Lane License Agreement (the "Assignment and Amendment"), recorded on September 21, 2011 as Document Number 2011137539 of the Official Public Records of Travis County, Texas;

WHEREAS, under the Assignment and Amendment, the DEVELOPER assigned its rights and the DISTRICT assumed the DEVELOPER's obligations under the Original License Agreement, and the Original License Agreement was amended;

WHEREAS, the County has accepted the dedication of the roads located in the Commons at Rowe Lane Phases IIA, IIB, and IIIA, three subdivisions located in Travis County, Texas, being more particularly described in those certain plats (the "Phase IIA Plat", the "Phase IIB Plat", and the "Phase IIIA Plat") recorded as Document Numbers 200800219, 201100082, and 201100032, respectively, ("Commons at Rowe Lane Phase IIA," "Commons at Rowe Lane Phase IIB," and "Commons at Rowe Lane Phase IIIA," respectively) in the Official Public Records of Travis County; Texas;

WHEREAS, the DISTRICT desires to expand the licensed area set forth in the Original License Agreement so that the DISTRICT can install, pay the expenses of, and maintain certain landscaping and improvements in the rights-of-way of all of the dedicated roads located in the Commons at Rowe Lane Phase I, Commons at Rowe Lane Phase IIA, Commons at Rowe Lane Phase IIB, and Commons at Rowe Lane Phase IIIA (collectively, the "Subdivision Roads") instead of just the right-of-way of Commons Parkway;

WHEREAS, the landscaping and improvements include, but are not limited to, decorative walls, irrigation systems, lighting, signage, trees and shrubs, mountable curbs, asphalt, pavement and concrete walks, (collectively, the "Improvements") within the non-vehicular traffic portions of the rights-of-way of the Subdivision Roads; and

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

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

I. Grant

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

II. Consideration

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

1. The beautification and safety to be afforded to the community by the Improvements; and

2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

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

provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

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

IV. Insurance

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County, licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) per occurrence and ONE MILLION DOLLARS ($1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the County Executive of the COUNTY'S Transportation & Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

B. The DISTRICT 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, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance or use of the Improvements on the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or

expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY's act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT's Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter. The removal of dead, or dying, plants from any landscaped area in the Licensed Property shall also be handled by the DISTRICT at its expense.

D. Signage. The DISTRICT shall have the right to install and maintain standard directional/informational and traffic signage on the Licensed Property. The DISTRICT shall also have the right to install and maintain temporary signage of such types, in such sizes and at such locations on portions of the Licensed Property as the DISTRICT deems appropriate. The DISTRICT shall have the right, at its sole expense, to install on the Licensed Property standardized signs announcing the future development in the subdivision, and such sign may remain on the Subdivision property until completion of such development.

E. Removal or Modification. The COUNTY agrees that removal or modification of any Improvements by the DISTRICT now existing or to be later constructed or replaced shall be at the DISTRICT's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property (i.e., the Licensed Property), and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. Either this Agreement or a written memorandum of this Agreement shall be filed in the Official Public Records of Travis County, Texas.

F. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth

below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work. Upon request, the COUNTY will provide the DISTRICT with receipts or other reasonable evidence of the amounts incurred by the COUNTY for which it is seeking payment from the DISTRICT.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The parties agree that an acceptable "remedy" of an alleged abandonment of the Licensed Property would be the DISTRICT's demonstration that the fence or wall constituting the "Improvements" hereunder is still in existence. The COUNTY shall, after abandonment, have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to such prior written notification to the DISTRICT or its successors in interest and opportunity to cure, this Agreement is revocable by the COUNTY if:

1. The Improvements, or a portion of them, interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements, or a portion of them, constitute a danger to the public, which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT's affected installations at the DISTRICT's sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY

LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:

Lakeside Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.49

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

XVI. Annexation by the City

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

XVII. Execution

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

EXECUTED BY THE COUNTY AND BY THE DISTRICT AS EVIDENCED BY THE COUNTERPART SIGNATURE PAGES ATTACHED HERETO, EACH TO BE EFFECTIVE AS OF THE LATER DATE SIGNED.

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO SECOND AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN TRAVIS COUNTY, TEXAS (THE "COUNTY") AND LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")

Executed by the undersigned on the date set forth below.

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

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____, 2012 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political subdivision of the State of Texas, on behalf of Travis County.

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO SECOND AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN TRAVIS COUNTY, TEXAS (THE "COUNTY") AND LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")

Executed by the undersigned on the date set forth below.

DISTRICT: THE LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3, a political subdivision of the State of Texas

By: _____
Printed Name: Michael Gold
Title: Vice President

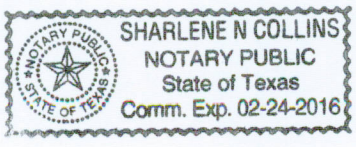
Date: 4/11/12

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 11 day of April, 2012 by Michael Gold, Vice President of the Lakeside Municipal Utility District Number 3 on behalf of the Lakeside Municipal Utility District Number 3.

(SEAL)

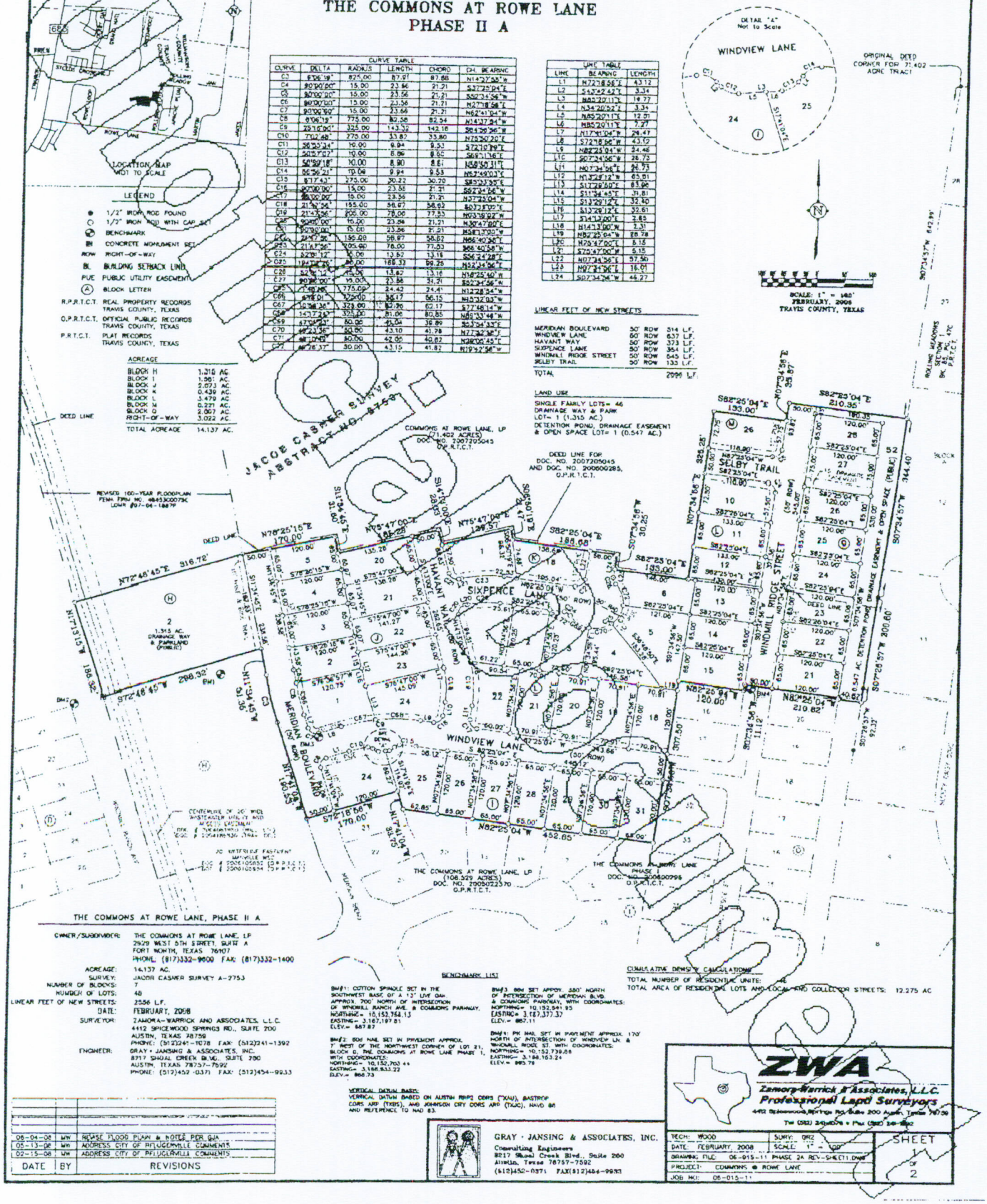


_____
Notary Public Signature

Updated 4/26/12, 4:05 p.m.

PHOTOGRAPHIC MYLAR $65.00 7-24-2008 200800219

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE II A



CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C3	9°06'19"	825.00	87.91	87.88	N14°27'56"W
C4	90°00'00"	15.00	23.56	21.21	S37°25'04"E
C5	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C6	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C7	90°00'00"	15.00	23.56	21.21	N52°34'56"E
C8	9°06'19"	775.00	82.58	82.54	N14°27'56"W
C9	25°16'04"	325.00	143.32	142.16	S81°56'56"W
C10	7°42'48"	275.00	33.82	33.80	N75°50'20"E
C11	26°35'34"	10.00	9.04	8.53	S72°10'39"E
C12	54°57'07"	10.00	9.59	9.22	S69°11'36"E
C13	54°57'18"	10.00	9.59	9.22	N54°08'31"E
C14	56°36'21"	10.00	9.94	9.53	N53°49'00"E
C15	63°17'43"	275.00	30.22	30.20	S85°03'35"E
C16	90°00'00"	15.00	23.56	21.21	S62°34'56"E
C17	90°00'00"	15.00	23.56	21.21	N27°25'04"W
C18	21°45'56"	155.00	58.87	58.53	S07°31'09"E
C19	21°45'56"	205.00	78.00	77.53	N07°31'09"W
C20	90°00'00"	15.00	23.56	21.21	N30°47'00"E
C21	90°00'00"	15.00	23.56	21.21	N59°13'00"W
C22	21°47'36"	150.00	56.97	56.62	N66°40'36"E
C23	21°47'36"	205.00	78.00	77.53	N66°40'36"E
C24	3°29'12"	55.00	13.67	13.16	S56°24'28"E
C25	194°58'24"	50.00	169.33	99.25	N82°34'56"E
C26	3°29'12"	55.00	13.67	13.16	N52°49'40"W
C27	90°00'00"	15.00	23.56	21.21	N16°25'40"W
C28	1°40'46"	775.00	24.42	24.41	N12°28'54"W
C66	6°46'01"	775.00	86.17	86.15	N14°32'03"W
C67	10°38'36"	323.00	60.00	60.17	S77°48'14"W
C68	14°17'24"	325.00	81.06	80.85	N85°33'48"W
C69	42°04'04"	60.00	43.04	39.89	N63°34'43"E
C70	49°23'36"	50.00	43.10	41.78	N27°32'36"E
C71	48°10'00"	50.00	42.05	40.82	N28°06'45"E
C72	46°26'37"	50.00	43.19	41.82	N19°52'58"W

LINE	BEARING	LENGTH
L1	N72°18'56"E	43.12
L2	S42°42'42"E	3.34
L3	N85°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N85°20'11"E	12.91
L6	N85°20'11"E	7.27
L7	N17°41'04"W	24.47
L8	S72°18'56"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"E	26.73
L11	N07°34'56"W	26.73
L12	N13°29'12"W	65.81
L13	S13°29'12"E	63.96
L14	S11°34'45"E	31.81
L15	S13°29'12"E	35.50
L16	S13°29'12"E	32.61
L17	S14°13'00"E	2.85
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N29°47'00"E	8.15
L21	S75°47'00"E	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	16.01
L24	S07°34'56"W	44.27

ACREAGE	
BLOCK H	1.315 AC.
BLOCK I	1.561 AC.
BLOCK J	2.073 AC.
BLOCK K	0.439 AC.
BLOCK L	3.479 AC.
BLOCK N	0.271 AC.
BLOCK O	2.067 AC.
RIGHT-OF-WAY	3.022 AC.
TOTAL ACREAGE	14.137 AC.

LINEAR FEET OF NEW STREETS

MERIDIAN BOULEVARD	50' ROW	514 L.F.
WINDVIEW LANE	50' ROW	637 L.F.
HAVANT WAY	50' ROW	573 L.F.
SIXPENCE LANE	50' ROW	354 L.F.
WINDMILL RIDGE STREET	50' ROW	545 L.F.
SELBY TRAIL	50' ROW	133 L.F.
TOTAL		2996 L.F.

LAND USE

SINGLE FAMILY LOTS= 46
DRAINAGE WAY & PARK LOT= 1 (1.315 AC.)
DETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT= 1 (0.547 AC.)

THE COMMONS AT ROWE LANE, PHASE II A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

ACREAGE: 14.137 AC.
SURVEY: JACOB CASPER SURVEY A-2753
NUMBER OF BLOCKS: 7
NUMBER OF LOTS: 46
LINEAR FEET OF NEW STREETS: 2556 L.F.
DATE: FEBRUARY, 2008

SURVEYOR: ZAMORA-WARRICK AND ASSOCIATES, L.L.C.
4412 SPICEWOOD SPRINGS RD., SUITE 700
AUSTIN, TEXAS 78759
PHONE: (512)241-1078 FAX: (512)241-1392

ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8917 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK APPROX. 200' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. NORTHING= 10,152,764.13 EASTING= 3,187,197.81 ELEV.= 867.87

BM#2: 60d NAIL SET IN PAVEMENT APPROX. 7' WEST OF THE NORTHWEST CORNER OF LOT 31, BLOCK G, THE COMMONS AT ROWE LANE PHASE 1, WITH COORDINATES: NORTHING= 10,152,703.44 EASTING= 3,186,833.22 ELEV.= 866.73

BM#3: 60d SET APPOX. 350' NORTH OF INTERSECTION OF MERIDIAN BLVD. & DOMINION PARKWAY, WITH COORDINATES: NORTHING= 10,152,941.95 EASTING= 3,187,377.37 ELEV.= 867.11

BM#4: PK NAIL SET IN PAVEMENT APPROX. 170' NORTH OF INTERSECTION OF WINDVIEW LN. & WINDMILL RIDGE ST. WITH COORDINATES: NORTHING= 10,152,739.68 EASTING= 3,186,163.24 ELEV.= 865.79

VERTICAL DATUM BASIS:
VERTICAL DATUM BASED ON AUSTIN RRP2 CORS (TXAU), BASTROP CORS ARP (TXBS), AND JOHNSON CITY CORS ARP (TXJC), NAVD 88 AND REFERENCE TO NAD 83.

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS: 46
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 12.275 AC

DATE	BY	REVISIONS
06-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
8917 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933

ZWA
Zamora-Warrick & Associates, L.L.C.
Professional Land Surveyors
4412 Spicewood Springs Rd., Suite 200 Austin, Texas 78759
Tel (512) 241-1078 • Fax (512) 241-1392

TECH: WOOD | SURV: GRZ
DATE: FEBRUARY, 2008 | SCALE: 1" = 100'
DRAWN: FILE: 06-015-11 PHASE 2A REV-SHEET1.DWG
PROJECT: COMMONS @ ROWE LANE
JOB NO: 06-015-11

SHEET 1 OF 2

Exhibit A

Updated 4/26/12, 4:05 p.m.

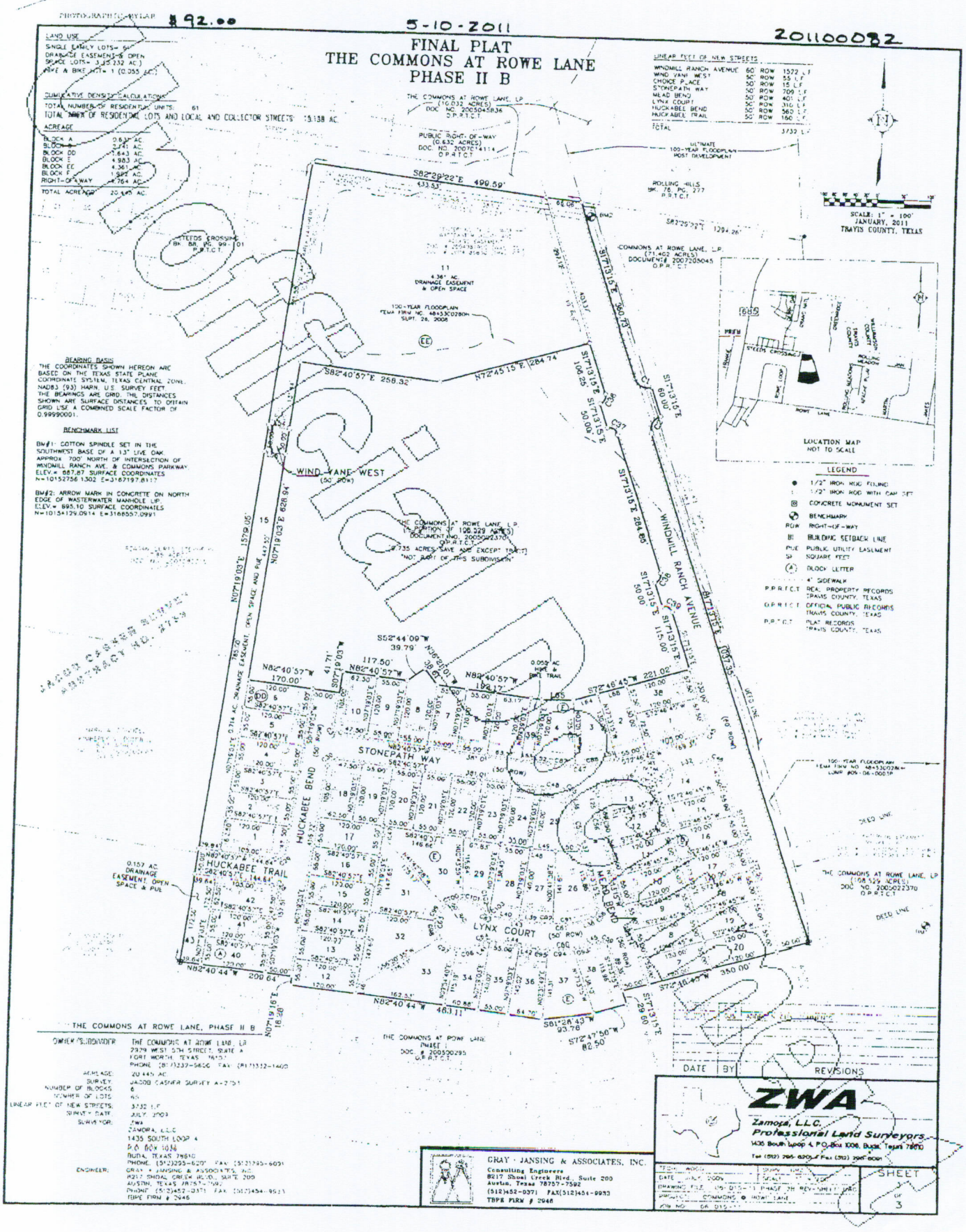
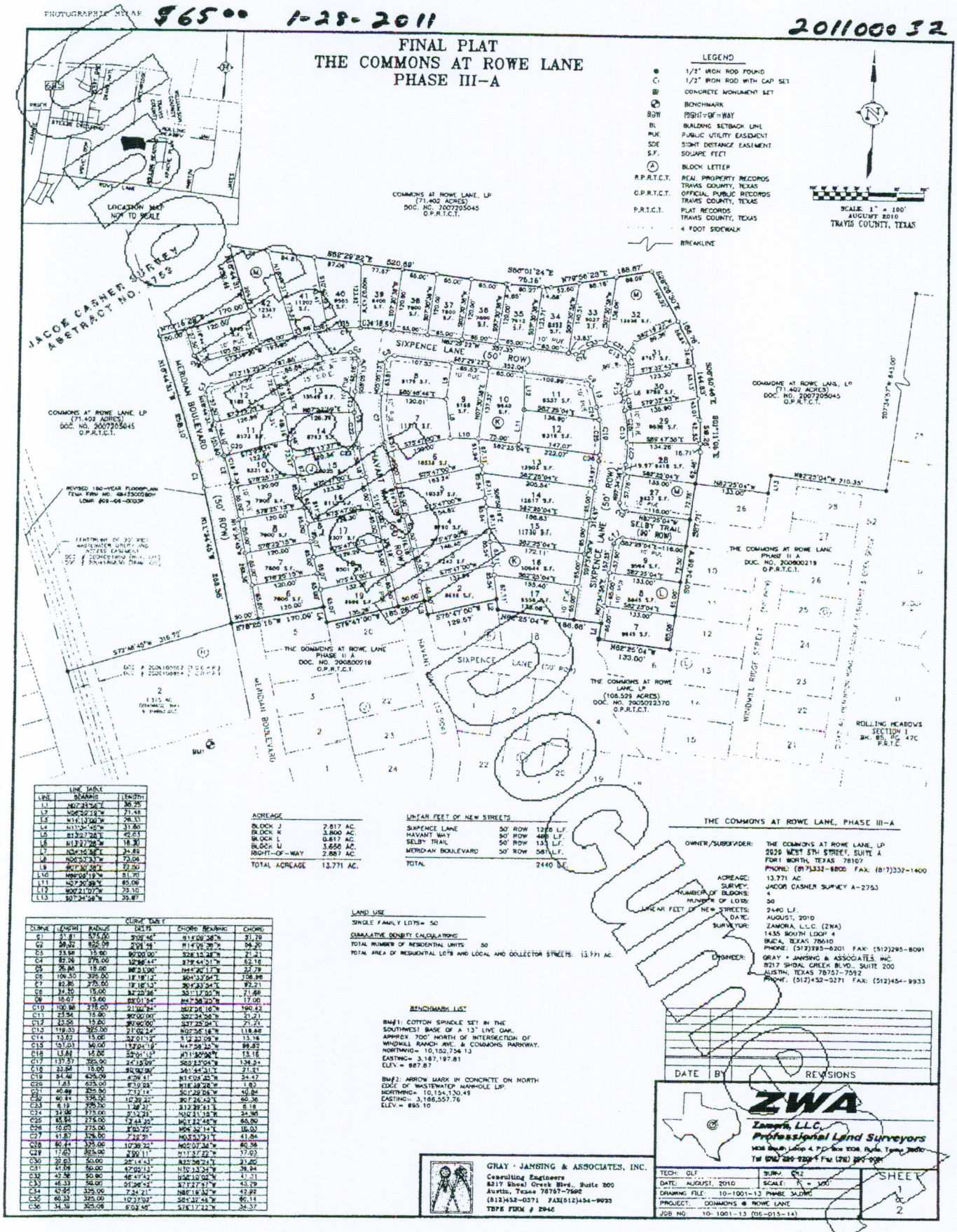


Exhibit B

Updated 4/26/12, 4:05 p.m.

PHOTOGRAPHIC MEAR $65.00 1-28-2011 2011000 32



LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°34'56"E	36.25
L2	N06°30'19"W	71.48
L3	N14°10'00"W	28.31
L4	N11°04'45"W	31.80
L5	N13°27'28"E	42.65
L6	N13°27'28"W	18.30
L7	N04°16'58"E	34.89
L8	N06°30'19"W	73.06
L9	N07°30'58"E	72.00
L10	N89°08'19"W	51.70
L11	N57°30'58"E	65.08
L12	N00°21'07"W	73.10
L13	S07°34'56"W	39.87

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	31.81	575.00	3°09'46"	N15°09'38"W	31.79
C2	56.92	825.00	3°57'16"	N11°09'29"W	56.90
C3	23.56	15.00	90°00'00"	S28°13'34"W	21.21
C4	87.26	275.00	18°10'44"	S79°54'51"W	62.16
C5	28.84	18.00	90°11'06"	N45°20'17"W	27.78
C6	106.50	325.00	18°18'13"	S84°33'54"E	106.06
C7	92.36	275.00	19°16'13"	S84°33'54"E	92.21
C8	24.20	15.00	92°26'36"	S31°12'00"W	21.68
C9	16.07	15.00	61°01'54"	N47°58'30"W	17.00
C10	100.98	275.00	21°02'24"	N02°06'16"W	100.42
C11	23.56	15.00	90°00'00"	S27°34'56"W	21.21
C12	23.56	15.00	90°00'00"	S27°25'04"E	21.21
C13	119.33	325.00	21°02'24"	N02°06'16"W	118.66
C14	13.82	15.00	52°47'12"	S12°32'09"W	13.16
C15	101.03	50.00	13°04'18"	N47°58'32"W	99.82
C16	13.82	15.00	52°47'12"	S51°30'58"E	13.16
C17	137.57	325.00	24°15'09"	S82°37'04"E	136.54
C18	23.56	15.00	90°00'00"	S61°44'31"E	21.21
C19	54.46	425.00	4°39'41"	N13°09'35"W	54.47
C20	1.83	675.00	0°10'03"	N18°39'28"W	1.83
C21	49.89	350.00	7°12'14"	S01°29'26"W	49.84
C22	60.44	534.00	10°39'22"	S07°26'42"E	60.36
C23	6.19	350.00	1°38'32"	S13°39'41"E	6.18
C24	37.26	975.00	2°11'23"	N12°31'18"W	34.98
C25	65.84	275.00	13°44'32"	N01°22'48"W	65.70
C26	10.03	275.00	2°05'25"	N06°32'14"E	10.03
C27	41.87	325.00	7°23'21"	N03°53'31"E	41.84
C28	60.44	325.00	10°39'22"	N02°07'34"W	60.36
C29	17.60	325.00	3°06'11"	N11°37'22"W	17.60
C30	22.61	50.00	25°54'43"	N25°58'24"E	22.42
C31	41.09	50.00	47°05'13"	N70°13'34"W	39.94
C32	42.56	50.00	48°47'42"	N68°10'02"W	41.31
C33	46.33	54.00	49°09'43"	S71°27'57"W	43.79
C34	47.69	325.00	8°24'21"	N68°18'32"W	47.65
C35	60.23	325.00	10°37'09"	S81°37'46"W	60.14
C36	34.39	325.00	6°03'46"	S76°17'22"W	34.37

ACREAGE	
BLOCK J	2.817 AC.
BLOCK K	3.800 AC.
BLOCK L	0.817 AC.
BLOCK U	3.656 AC.
RIGHT-OF-WAY	2.887 AC.
TOTAL ACREAGE	13.771 AC.

LINEAR FEET OF NEW STREETS			
SIXPENCE LANE	50' ROW	1228 L.F.	
HAVANT WAY	50' ROW	488 L.F.	
SELBY TRAIL	50' ROW	135 L.F.	
MERIDIAN BOULEVARD	50' ROW	581 L.F.	
TOTAL		2440 L.F.	

LAND USE
SINGLE FAMILY LOTS= 50

CUMULATIVE DENSITY CALCULATIONS
TOTAL NUMBER OF RESIDENTIAL UNITS: 50
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 13.771 AC.

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,756.13
EASTING= 3,167,197.81
ELEV.= 887.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LID.
NORTHING= 10,154,130.49
EASTING= 3,166,557.76
ELEV.= 895.10

THE COMMONS AT ROWE LANE, PHASE III-A

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2020 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-6800 FAX: (817)332-1400

ACREAGE: 13.771 AC.
SURVEY: JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 50
LINEAR FEET OF NEW STREETS: 2440 L.F.
DATE: AUGUST, 2010

SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
BUDA, TEXAS 78610
PHONE: (512)295-6201 FAX: (512)295-8091

ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7592
PHONE: (512)452-0371 FAX: (512)454-9933

DATE	BY	REVISIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1435 South Loop 4, P.O. Box 1008, Buda, Texas 78610
Tel (512) 295-6201 Fax (512) 295-8091

GRAY · JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX(512)454-9933
TBPE FIRM # 2946

TECH: GLF	SURV: CHZ
DATE: AUGUST, 2010	SCALE: 1" = 100'
DRAWING FILE: 10-1001-13 PHASE 3A.DWG	
PROJECT: COMMONS @ ROWE LANE	
JOB NO: 10-1001-13 (06-015-14)	

SHEET 1 2

Exhibit C

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number: 2907

Member:
Lakeside MUD #3
Ms Sharlene Collins
Attorney
100 Congress Ave Ste 1300
Austin,Texas 78701-2744

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
Travis County, Texas
Attn: Hon. Samuel T. Biscoe (or successor)
Travis County Judge
PO Box 1748
Austin, Texas 78767

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TML-IRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 10/1/2011
Anniversary Date: 10/1/2012
Limits of Liability (Each Occurrence): $1,000,000
Sudden Events Involving Pollution (Each Occurrence): $1,000,000
Annual Aggregate: $2,000,000
Deductible per Occurrence: $0

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence:

Auto Physical Damage
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

	Yes	No
Loss Payee:		

Real & Personal Property
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Mobile Equipment
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Boiler & Machinery - Broad Form
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Evidence of Coverage: Assignment and Amendment of the Commons at Rowe Lane License Agreement, recorded on September 21, 2011 as Document No. 2011137539 in the Official Public Records of Travis County, Texas

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative

Date Issued
3/15/2012

X102
10/15/08

INDEMNIFICATION UNDER CONTRACT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and clarifies such coverage as is afforded by the provisions of the coverage shown below:

- ☒ **GENERAL LIABILITY**
- ☐ **AUTOMOBILE LIABILITY**
- ☐ **LAW ENFORCEMENT LIABILITY**
- ☐ **AIRPORT (GENERAL LIABILITY HAZARDS) PREMISES LIABILITY**

Entity Name : Lakeside MUD #3
Entity ID : 2907
Effective Date : 10/1/11

It is agreed that coverage is provided for the liability assumed by the **Fund Member** to indemnify the person or organization named below under a contract between such person or organization and the **Fund Member**, but such coverage shall not exceed the limits of coverage set forth in the **Declarations**.

Person or Organization : Travis County, Texas

Address : PO Box 1748

City, State & Zip Code : Austin, Texas 78767

Description

Assignment and Amendment of the Commons at Rowe Lane License Agreement, recorded on September 21, 2011 as Document No. 2011137539 in the Official Public Records of Travis County, Texas.

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Sarah Sumner **Phone #:** 854-7687
Division Director/Manager: Anna Bowlin, Division Director Development Services
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 a plat for recording of Parmer Lane Luxury Apartments, in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:
Parmer Lane Luxury Apartments Subdivision consists of three multifamily lots on 67.66 acres off of Parmer Lane at Legendary Drive in the City of Austin ETJ. No fiscal is rquired for this plat, water and waste water are to be provided by the City of Austin.

STAFF RECOMMENDATIONS:
This plat meets all Travis County regulations and has been approved by the City of Austin on April 17th and is recommended for approval.

ISSUES AND OPPORTUNITIES:
Staff has not received any inquiries about this property at this time.

FISCAL IMPACT AND SOURCE OF FUNDING:
NA

ATTACHMENTS/EXHIBITS:
Plat, location map, precinct map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

CC:

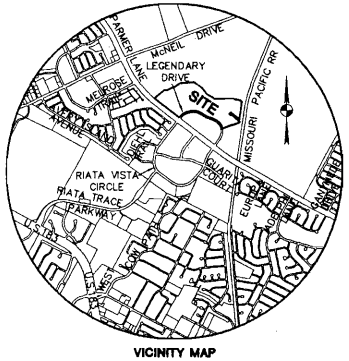
Sarah Sumner	Planner	TNR	854-7687

: :

0101 - Administrative -

Updated 4/26/12, 4:05 p.m.

PARMER LANE LUXURY APARTMENTS SUBDIVISION



VICINITY MAP
(N.T.S.)

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	55°47'49"	505.00	491.79	472.58	N40°55'26"W
C2	13°43'28"	465.00	111.38	111.12	N61°58'33"W
C3	42°42'37"	505.00	376.44	367.79	N76°25'15"W
C4	39°34'47"	660.00	456.12	447.10	S62°26'01"W
C5	85°00'18"	25.00	37.09	33.78	S85°07'57"W
C6	3°09'12"	3746.39	206.19	206.17	N50°47'16"W
C7	90°03'49"	40.00	62.88	56.60	N85°29'20"E
C8	48°10'41"	505.00	424.64	412.24	S11°04'43"W
C9	27°09'32"	660.00	312.85	309.93	S68°39'08"W
C10	12°26'15"	660.00	143.27	142.99	S48°51'14"W
C11	59°27'19"	350.00	363.19	347.11	N32°34'42"E

LINE TABLE

LINE	BEARING	LENGTH
L1	N28°53'26"W	94.99
L2	N14°48'16"W	70.60
L3	N08°36'45"E	42.91
L4	N51°05'17"E	50.60
L5	N62°18'21"E	106.75
L6	N02°51'02"E	156.13
L7	N05°02'32"W	474.51
L8	S41°45'48"E	94.92

BEARING BASIS:
THE BEARING BASIS FOR THE SURVEY SHOWN HEREON IS THE TEXAS COORDINATE SYSTEM CENTRAL ZONE NAD 83(93) USING CITY OF AUSTIN CONTROL MONUMENTS AS FOLLOWS: J-21-1001, J-22-3001, J-22-4001 AND CB08

Land Use Table		
Lot	Proposed Land Use	Acreage
1	Multifamily	23.656
2	Multifamily	19.594
3	Multifamily	24.444
	Total	67.694

AUSTIN WHITE LIME

A.H. ROBINSON III ET AL
"1988 TRACT"
DOC. NO. 2008183203
(CALLED 200 ACRES
VOL. 10606, PG. 353)

3.7680 ACRES
CITY OF AUSTIN
DOC. NO. 2005111459

LOUIS KINCHELOE SURVEY NO. 21 ABSTRACT NO. 455

0 100 200 300 400
1"=200'

APPROXIMATE SURVEY LINE

LEGEND

- ○ 1/2" IRON ROD SET WITH BPI CAP
- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊗ CHISELED "X" FOUND
- ◎ IRON PIPE FOUND
- ▲ NAIL FOUND AS NOTED
- Δ_{PK} PK NAIL SET WITH BPI WASHER
- CEF CRITICAL ENVIRONMENTAL FEATURE
- CWQZ CRITICAL WATER QUALITY ZONE
- WQTZ WATER QUALITY TRANSITION ZONE
- SIDEWALK
- EASEMENT
- FLOODPLAIN
- FFE FINISHED FLOOR ELEVATION

DETENTION AND WATER QUALITY POND EASEMENT DOC. NO. 2005111460 (DOT HATCH AREA)

DETENTION POND AND WATER QUALITY POND EASEMENT DOC. NO. 2000039324

LIMITS OF WETLAND CEF

APPROXIMATE LOCATION OF WETLAND CEF

FEMA 100 YR FLOODPLAIN PER CITY OF AUSTIN DETAILED FLOOD STUDY

CEF SETBACK

CWQZ

WQTZ

CITY OF AUSTIN TEMP. CONSTRUCTION ESMT. DOC. NO. 2005063946

APPROXIMATE LOCATION OF FEMA 100 YR FLOODPLAIN

LODGE AT STONE OAK RANCH LIFT STATION ESMT DOC. NO. 2000039316

CITY OF AUSTIN WATER AND WASTEWATER ESMT DOC. NO. 2000039320

13.070 ACRES DRAINAGE EASEMENT DOCUMENT NO. _____

10' WIDE ELECTRIC & TELECOMMUNICATIONS EASEMENT

0.344 ACRE PARCEL NO. 14E DRAINAGE EASEMENT VOL. 10331, PG. 26

CITY OF AUSTIN PUBLIC UTILITY EASEMENT #2 DDC. NO. 2000039321

TxDOT P.T. STA. 471+97.72 100' LT.

MINIMUM FFE=794.3'
MINIMUM FFE=801.6'
MINIMUM FFE=809.0'
MINIMUM FFE=814.0'
MINIMUM FFE=819.0'
MINIMUM FFE=820.8'
MINIMUM FFE=823.5'
MINIMUM FFE=305.0'

LOT 1
23.656 ACRES

LOT 2
19.594 ACRES

LOT 3
24.444 ACRES

BLOCK "A"

PETER CONRAD SURVEY NO. 112, ABSTRACT NO. 199

MEMUCAN HUNT SURVEY NO. 105 ABSTRACT NO. 396

MEMUCAN HUNT SURVEY NO. 107 ABSTRACT NO. 394

ROBINSON LAND LIMITED PARTNERSHIP ET AL

PETER CONRAD SURVEY NO. 112, ABSTRACT NO. 199

LOT 1 BLOCK A
THE LODGE AT WALNUT CREEK PHASE I
DOC. NO. 200000104

LOT 1 BLOCK A
THE LODGE AT WALNUT CREEK PHASE II
DOC. NO. 200100285

CITY OF AUSTIN WATER AND WASTEWATER ESMT DOC. NO. 2000039320

LEGENDARY DRIVE
(70' R.O.W.)

W PARMER LANE
(200' R.O.W.) (F.M. HIGHWAY 734)

UNION PACIFIC RAILROAD
(100' R.O.W.)
CITY OF AUSTIN TRACT

SHREVEPORT DR. (50' R.O.W.)

RIATA VISTA CIRCLE (80' R.O.W.)

MILWOOD SECTION SIXTEEN BK. 83, PGS. 192D & 193A

MILWOOD SECTION SEVENTEEN BK. 84, PGS. 122D & 123A

BLOCK A
MILWOOD SECTION TWENTY
BK. 85, PGS. 129D & 130A-130D

BLOCK C
MILWOOD SECTION TWENTY
BK. 85, PGS. 129D & 130A-130D

SHEET 1 OF 4

PARMER LANE LUXURY APARTMENTS SUBDIVISION
A THREE LOT SUBDIVISION CONSISTING OF 67.693 ACRES
DATE: AUGUST, 2011
PREPARED BY:

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
TBPE Registration Number F-1046
Bury+Partners, Inc. ©Copyright 2012

Drawn by: AJM/MLT Approved by: MJJ Project No.: R01012471002.20 File: H:\101247\002\10124710002PL5.dwg

C8J-2011-0113.0A

PARMER LANE LUXURY APARTMENTS SUBDIVISION

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS §

COUNTY OF TRAVIS §

THAT **ROBINSON LAND LIMITED PARTNERSHIP**, A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH **ROBINSON ASSOCIATES**, A TEXAS GENERAL PARTNERSHIP, GENERAL PARTNER; **GER LAND PARTNERSHIP, LTD.**, A TEXAS LIMITED PARTNERSHIP, ACTING HEREIN BY AND THROUGH **GER FAMILY LLC**, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER; AND **ROBINSON RANCH**, A TEXAS GENERAL PARTNERSHIP, ACTING BY AND THROUGH **SCOTT BRADLEY ROBINSON**, ITS GENERAL PARTNER: OWNER OF 67.693 ACRES OF LAND SITUATED IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, OUT OF THE MEMUCAN HUNT SURVEY NO. 105, ABSTRACT NO. 396 AND THE PETER CONRAD SURVEY NO. 112, ABSTRACT NO. 199, BEING A PORTION OF THAT CALLED 200 ACRE TRACT CONVEYED TO A.H. ROBINSON, JR. ET AL, BY WARRANTY DEED OF RECORD DATED MARCH 1, 1988 AND RECORDED IN VOLUME 10606, PAGE 353 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT 114.715 ACRE TRACT OF LAND AS DESCRIBED IN EXHIBIT "A" OF THE LODGE AT WALNUT CREEK PHASE I PHASING AGREEMENT, OF RECORD IN DOCUMENT NO. 2000052317 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAME ALSO BEING A PORTION OF THAT CERTAIN 205.42 ACRE TRACT OF LAND AS DESCRIBED IN CORRECTION SPECIAL WARRANTY DEED OF RECORD, CALLED "1988 TRACT", RECORDED IN DOCUMENT NO. 2008183203 OF SAID OFFICIAL PUBLIC RECORDS; DO HEREBY SUBDIVIDE SAID 67.693 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS "**PARMER LANE LUXURY APARTMENTS SUBDIVISION**", AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AND TITLE 30 OF THE AUSTIN CITY CODE.

THE **MAILING ADDRESS OF ALL OF THE FOLLOWING ENTITIES IS:**

ROBINSON LAND LIMITED PARTNERSHIP
P.O. BOX 9556
AUSTIN, TX 78766

ROBINSON LAND LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP

BY: **ROBINSON ASSOCIATES**, A TEXAS GENERAL PARTNERSHIP, ITS GENERAL PARTNER

BY: **JOR-ROBINSON ASSOCIATES, LLC**, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
JOHN OSCAR ROBINSON, MANAGER

DATE: _____

BY: **SBR-ROBINSON ASSOCIATES, LLC**, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
SCOTT BRADLEY ROBINSON, MANAGER

DATE: _____

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **SCOTT BRADLEY ROBINSON**, MANAGER OF SBR-ROBINSON ASSOCIATES, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF ROBINSON ASSOCIATES, A TEXAS GENERAL PARTNERSHIP, GENERAL PARTNER OF ROBINSON LAND LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, GENERAL PARTNERSHIP, AND LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **JOHN OSCAR ROBINSON**, MANAGER OF JOR-ROBINSON ASSOCIATES, LLC, A TEXAS LIMITED LIABILITY COMPANY,GENERAL PARTNER OF ROBINSON ASSOCIATES, A TEXAS GENERAL PARTNERSHIP, GENERAL PARTNER OF ROBINSON LAND LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, GENERAL PARTNERSHIP, AND LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

GER LAND PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP

BY: **GER FAMILY LLC**, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
JOHN OSCAR ROBINSON, MANAGER

BY: _____
PATRICIA ROBINSON TYLER, MANAGER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **JOHN OSCAR ROBINSON**, MANAGER OF GER FAMILY LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF GER LAND PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **PATRICIA ROBINSON TYLER**, MANAGER OF GER FAMILY LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF GER LAND PARTNERSHIP, LTD., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP

BY: _____
SCOTT BRADLEY ROBINSON

AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON

ITS: GENERAL PARTNER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **SCOTT BRADLEY ROBINSON**, AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS SUCCESSOR TRUSTEE OF THE A.H. ROBINSON, III EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON, GENERAL PARTNER OF ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, ON BEHALF OF SAID GENERAL PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP

BY: _____
FLORA ROBINSON COSPER

AS TRUSTEE OF THE FLORA ROBINSON COSPER EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE FLORA ROBINSON COSPER NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE FLORA ROBINSON COSPER EXEMPT LIFETIME TRUST, U/W/O CHARLOTTE DIES ROBINSON

ITS: GENERAL PARTNER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **FLORA ROBINSON COSPER**, AS TRUSTEE OF THE FLORA ROBINSON COSPER EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE FLORA ROBINSON COSPER NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE FLORA ROBINSON COSPER EXEMPT LIFETIME TRUST, U/W/O CHARLOTTE DIES ROBINSON, GENERAL PARTNER OF ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, ON BEHALF OF SAID GENERAL PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP

BY: _____
CARLA ROBINSON ALLEN

AS TRUSTEE OF THE CARLA ROBINSON ALLEN EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE CARLA ROBINSON ALLEN NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE CARLA ROBINSON ALLEN EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON

ITS: GENERAL PARTNER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **CARLA ROBINSON ALLEN**, AS TRUSTEE OF THE CARLA ROBINSON ALLEN EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE CARLA ROBINSON ALLEN NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE CARLA ROBINSON ALLEN EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON, GENERAL PARTNER OF ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, ON BEHALF OF SAID GENERAL PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

PARMER LANE LUXURY APARTMENTS SUBDIVISION

A THREE LOT SUBDIVISION CONSISTING OF 67.693 ACRES

DATE: AUGUST, 2011

PREPARED BY:

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
TBPE Registration Number F-1048
Bury+Partners, Inc. ©Copyright 2012

Drawn by: AJM/MLT Approved by: MJJ Project No.: R01012471002.20 File: H:\101247\002\10124710002PL5.dwg

C8J-2011-0113.0A

PARMER LANE LUXURY APARTMENTS SUBDIVISION

ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP

BY: _____
MARC L. IRVIN, MANAGING DIRECTOR, J.P. MORGAN CHASE BANK, N.A.

TRUSTEE OF THE THOMAS SCOTT ROBINSON EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE THOMAS SCOTT ROBINSON NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE THOMAS SCOTT ROBINSON EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON

AS ASSIGNEE OF A PARTNERSHIP INTEREST IN THE ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, AND SIGNING AS ASSIGNEE FOR THE SOLE PURPOSE OF STATING NO OBJECTION TO THE TRANSACTION HEREIN.

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **MARC L. IRVIN**, MANAGING DIRECTOR, J.P. MORGAN CHASE BANK, N.A., TRUSTEE OF THE THOMAS SCOTT ROBINSON EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AS TRUSTEE OF THE THOMAS SCOTT ROBINSON NON-EXEMPT LIFETIME TRUST U/W/O A.H. ROBINSON, JR., AND AS TRUSTEE OF THE THOMAS SCOTT ROBINSON EXEMPT LIFETIME TRUST U/W/O CHARLOTTE DIES ROBINSON, AS ASSIGNEE OF A PARTNERSHIP INTEREST IN THE ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, AND SIGNING AS ASSIGNEE FOR THE SOLE PURPOSE OF STATING NO OBJECTION TO THE TRANSACTION HEREIN.

_____
NOTARY PUBLIC, STATE OF TEXAS

ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP

BY: **GER 1999 LIMITED PARTNERSHIP**, A TEXAS LIMITED PARTNERSHIP

BY: G.E. ROBINSON, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
J. OSCAR ROBINSON, MANAGER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2012, BY **JOHN OSCAR ROBINSON**, MANAGER OF G.E. ROBINSON, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF GER 1999 LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, GENERAL PARTNER OF ROBINSON RANCH, A TEXAS GENERAL PARTNERSHIP, ON BEHALF OF SAID LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP AND GENERAL PARTNERSHIP.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
SCOTT BRADLEY ROBINSON

SUCCESSOR CO-TRUSTEE OF THE A.H. ROBINSON, III LIFETIME TRUST AND THE A.H. ROBINSON, III LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2012, BY **SCOTT BRADLEY ROBINSON**, SUCCESSOR CO-TRUSTEE OF THE A.H. ROBINSON, III LIFETIME TRUST AND THE A.H. ROBINSON, III LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
JOHN OSCAR ROBINSON

CO-TRUSTEE OF THE A.H. ROBINSON, III LIFETIME TRUST AND THE A.H. ROBINSON, III LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **JOHN OSCAR ROBINSON**, CO-TRUSTEE OF THE A.H. ROBINSON, III LIFETIME TRUST AND THE A.H. ROBINSON, III LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
FLORA ROBINSON COSPER

CO-TRUSTEE OF THE FLORA ROBINSON COSPER LIFETIME TRUST AND THE FLORA ROBINSON COSPER LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2012, BY **FLORA ROBINSON COSPER**, CO-TRUSTEE OF THE FLORA ROBINSON COSPER LIFETIME TRUST AND THE FLORA ROBINSON COSPER LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
LILA VIRGINIA TYLER FLEMING

CO-TRUSTEE OF THE FLORA ROBINSON COSPER LIFETIME TRUST AND THE FLORA ROBINSON COSPER LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **LILA VIRGINIA TYLER FLEMING**, CO-TRUSTEE OF THE FLORA ROBINSON COSPER LIFETIME TRUST AND THE FLORA ROBINSON COSPER LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
CARLA ROBINSON ALLEN

CO-TRUSTEE OF THE CARLA ROBINSON ALLEN LIFETIME TRUST AND THE CARLA ROBINSON ALLEN LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **CARLA ROBINSON ALLEN**, CO-TRUSTEE OF THE CARLA ROBINSON ALLEN LIFETIME TRUST AND THE CARLA ROBINSON ALLEN LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
ANTON ALLEN

CO-TRUSTEE OF THE CARLA ROBINSON ALLEN LIFETIME TRUST AND THE CARLA ROBINSON ALLEN LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2012, BY **ANTON ALLEN**, CO-TRUSTEE OF THE CARLA ROBINSON ALLEN LIFETIME TRUST AND THE CARLA ROBINSON ALLEN LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
MARC L. IRVIN, MANAGING DIRECTOR, J.P. MORGAN CHASE BANK, N.A.

TRUSTEE OF THE THOMAS SCOTT ROBINSON LIFETIME TRUST AND THE THOMAS SCOTT ROBINSON LIFETIME TRUST NO. 2

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2012, BY **J. MARC L. IRVIN**, MANAGING DIRECTOR, J.P. MORGAN CHASE BANK, N.A., TRUSTEE OF THE THOMAS SCOTT ROBINSON LIFETIME TRUST AND THE THOMAS SCOTT ROBINSON LIFETIME TRUST NO. 2.

_____
NOTARY PUBLIC, STATE OF TEXAS

BY: _____
PATRICIA ROBINSON TYLER

STATE OF TEXAS §
§
COUNTY OF_____ §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2012, BY **PATRICIA ROBINSON TYLER**.

_____
NOTARY PUBLIC, STATE OF TEXAS

PARMER LANE LUXURY APARTMENTS SUBDIVISION

A THREE LOT SUBDIVISION CONSISTING OF 67.693 ACRES

DATE: AUGUST, 2011
PREPARED BY:

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
TBPE Registration Number F-1046
Bury+Partners, Inc. ©Copyright 2012

Drawn by: AJM/MLT Approved by: MJJ Project No.: R01012471002.20 File: H:\101247\002\10124710002PL5.dwg

C8J-2011-0113.0A

PARMER LANE LUXURY APARTMENTS SUBDIVISION

FLOOD PLAIN NOTE:

A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NOS. 48453C0265H AND 48453C0255H, DATED SEPTEMBER 26, 2008 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

ENGINEER'S CERTIFICATION:

I, DWAYNE M. SHOPPA AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

3/20/2012
DATE

DWAYNE M. SHOPPA, P.E.
TEXAS REGISTRATION NO. 96599
BURY & PARTNERS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
DWAYNE M. SHOPPA
96599
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, JOHN T. BILNOSKI, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 30 OF THE AUSTIN CODE OF 2002, AS AMENDED, AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

3/28/12
DATE

JOHN T. BILNOSKI, R.P.L.S.
TEXAS REGISTRATION NO. 4998
BURY & PARTNERS, INC.
211 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN T. BILNOSKI
4998
REGISTERED
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE IS CONNECTED TO THE CITY OF AUSTIN WATER AND WASTEWATER UTILITY SYSTEM. WASTEWATER IMPROVEMENTS ON SITE ARE SUBJECT TO ALL CONDITIONS OUTLINED IN SERVICE EXTENSION REQUEST NUMBER 3061.
2. THE WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION MUST BE IN ACCORDANCE WITH THE CITY OF AUSTIN UTILITY DESIGN CRITERIA. THE WATER AND WASTEWATER UTILITY PLAN MUST BE REVIEWED AND APPROVED BY THE AUSTIN WATER UTILITY. ALL WATER AND WASTEWATER CONSTRUCTION MUST BE INSPECTED BY THE CITY OF AUSTIN. THE LANDOWNER MUST PAY THE CITY INSPECTION FEE WITH THE UTILITY CONSTRUCTION.
3. ALL STREETS, DRAINAGE, SIDEWALKS, WATER AND WASTEWATER LINES, AND EROSION CONTROLS SHALL BE CONSTRUCTED AND INSTALLED TO CITY OF AUSTIN STANDARDS.
4. PRIOR TO CONSTRUCTION ON LOTS IN THIS SUBDIVISION, DRAINAGE PLANS WILL BE SUBMITTED TO THE CITY OF AUSTIN AND TRAVIS COUNTY FOR REVIEW. THE PROPERTY CURRENTLY DRAINS TOWARDS WALNUT CREEK REGIONAL DETENTION POND G AND MAY BE ELIGIBLE FOR RSMP PARTICIPATION. HOWEVER, IF ANY OF THE LOTS ARE DEVELOPED OVER THE IMPERVIOUS COVER LIMIT USED TO DESIGN THE REGIONAL POND, THEN ADDITIONAL STORM WATER CONTROLS MAY BE NECESSARY.
5. NO BUILDING, FENCES, LANDSCAPING OR OTHER SUCH STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY CITY OF AUSTIN/TRAVIS COUNTY.
6. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITY.
7. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
8. PUBLIC SIDEWALKS, BUILT TO CITY OF AUSTIN STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: W. PARMER LANE ROAD AND LEGENDARY DRIVE. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO ANY NEW CONSTRUCTION ON THE LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY (LDC 25-6-351). ANY SIDEWALK OUTSIDE THE CITY OF AUSTIN JURISDICTIONAL BOUNDARIES MUST COMPLY WITH TITLE 30, SECTION 30-3-191.
9. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF AUSTIN ZONING ORDINANCE REQUIREMENTS.
10. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF AUSTIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
11. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.

GENERAL NOTES: CONTINUED

12. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING, AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
13. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
14. ANY ELECTRIC UTILITY ACTIVITY INSIDE THE SUBDIVISION SHALL BE INCLUDED UNDER THE DEVELOPMENT PERMIT.
15. ANY RELOCATION OF ELECTRIC FACILITIES SHALL BE AT LAND OWNER/DEVELOPERS EXPENSE.
16. THIS SITE IS LOCATED OVER THE NORTH EDWARDS AQUIFER RECHARGE ZONE.
17. PRIOR TO CONSTRUCTION, EXCEPT DETACHED SINGLE FAMILY ON ANY LOT IN THIS SUBDIVISION, A SITE DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE CITY OF AUSTIN.
18. BY APPROVING THIS PLAT, THE CITY OF AUSTIN ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
19. PARKLAND FEES ARE REQUIRED PER ORDINANCE 20070621-027, OR AS AMENDED, PRIOR TO APPROVAL OF ANY SITE PLAN IN THIS SUBDIVISION.
20. EROSION/SEDIMENTATION CONTROLS ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT, INCLUDING SINGLE FAMILY AND DUPLEX CONSTRUCTION, PURSUANT TO LAND DEVELOPMENT CODE AND THE ENVIRONMENTAL CRITERIA MANUAL.
21. THIS PROJECT IS SUBJECT TO THE VOID AND WATER FLOW MITIGATION RULE (COA ECM 1.12.0 AND COA ITEM NO. 658S OF THE SSM) PROVISION THAT ALL TRENCHING GREATER THAN 5 FEET DEEP MUST BE INSPECTED BY A GEOLOGIST (TEXAS P.G.) OR A GEOLOGIST'S REPRESENTATIVE.
22. NO CONSTRUCTION OR PLACEMENT OF STRUCTURES INCLUDING BUILDINGS, SHEDS, POOLS, LANDSCAPING OR GARDENS IS ALLOWED WITHIN A CRITICAL ENVIRONMENTAL FEATURE BUFFER ZONE PER THE CITY OF AUSTIN LAND DEVELOPMENT CODE. WASTEWATER DISPOSAL IS PROHIBITED WITHIN THE CEF BUFFER ZONE AND VEGETATIVE COVER MUST BE MAINTAINED TO THE MAXIMUM EXTENT PRACTICABLE.
23. FINISHED FLOOR ELEVATIONS ON LOTS 1, 2 AND 3 SHALL BE TWO (2) FEET ABOVE THE HIGHEST ADJACENT FEMA FLOOD PLAIN BASE FLOOD ELEVATIONS SHOWN HEREON.
24. A TRAVIS COUNTY SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
25. THIS SITE IS SUBJECT TO THE CITY OF AUSTIN VOID AND WATER FLOW MITIGATION RULE.
26. ALL ACTIVITIES WITHIN THE CEF BUFFER MUST COMPLY WITH SECTION 25-8-261(C)(2). THIS SECTION STATES THAT THE NATURAL VEGETATIVE COVER MUST BE RETAINED TO THE MAXIMUM EXTENT PRACTICABLE; CONSTRUCTION IS PROHIBITED; AND WASTEWATER DISPOSAL OR IRRIGATION IS PROHIBITED.
27. SINGLE FAMILY RESIDENTIAL DEVELOPMENT FOR THIS SUBDIVISION IS PROHIBITED.
28. NO DIRECT ACCESS TO LEGENDARY DRIVE FROM LOT 1.
29. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ARE TAKEN FROM THE APPROVED FLOODPLAIN MODEL PREPARED BY FREESE AND NICHOLS AND APPROVED BY FEMA. ACTUAL FLOODPLAIN ELEVATIONS VARY ALONG EACH LOT AND SHOULD BE CALCULATED BY THE DESIGN ENGINEER FOR EACH PROPOSED DEVELOPMENT IN THIS SUBDIVISION. IT IS THE RESPONSIBILITY OF THE DESIGN ENGINEER FOR EACH LOT TO ENSURE THAT THE PROPOSED FINISHED FLOOR ELEVATIONS FOR ANY PROPOSED STRUCTURES ARE NOT LESS THAN TWO FEET ABOVE THE 100 YEAR FLOODPLAIN ADJACENT TO THAT STRUCTURE'S LOCATION ALONG THE CREEK.

A PORTION OF THIS SUBDIVISION PLAT IS LOCATED WITHIN BOTH THE 2 MILE ETJ AND THE FULL PURPOSE CITY LIMITS OF THE CITY OF AUSTIN AS THIS THE _____ DAY OF _____, 2012.

CITY CERTIFICATIONS:

ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, TRAVIS COUNTY, TEXAS.

THIS THE ____ DAY OF _____, 2012, A.D.

_____
GREG GUERNSEY, A.I.C.P., DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

ACCEPTED AND AUTHORIZED FOR RECORD BY THE ZONING & PLATTING COMMISSION OF THE CITY OF AUSTIN ON THE _____ DAY OF _____, 2012, A.D.

_____
BETTY BAKER
CHAIRPERSON

_____
GREGORY BOURGEOIS
SECRETARY

COMMISSIONERS' COURT RESOLUTION

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROAD, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES 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 NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____, A.D., THE COMMISSIONER'S 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, IN BOOK _____, PAGES _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY, THE _____ DAY OF _____, 2012, A.D.

DANA DEBEAUVOIR, CLERK OF COURT
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

I, DANA DEBEAUVOIR, CLERK 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 _____ DAY OF _____, 2012, A.D. AT _____ O'CLOCK ____M., AND DULY RECORDED ON THE _____ OAY OF _____, 2012, A.D. AT _____ O'CLOCK ____M., PLAT RECORDS OF TRAVIS COUNTY, TEXAS, OF SAID COUNTY AND STATE IN DOCUMENT NO._____, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 2012, A.D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

PARMER LANE LUXURY APARTMENTS SUBDIVISION

A THREE LOT SUBDIVISION CONSISTING OF 67.693 ACRES

DATE: AUGUST, 2011
PREPARED BY:

Bury+Partners
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512)328-0011 Fax (512)328-0325
TBPE Registration Number F-1046
Bury+Partners, Inc. ©Copyright 2012

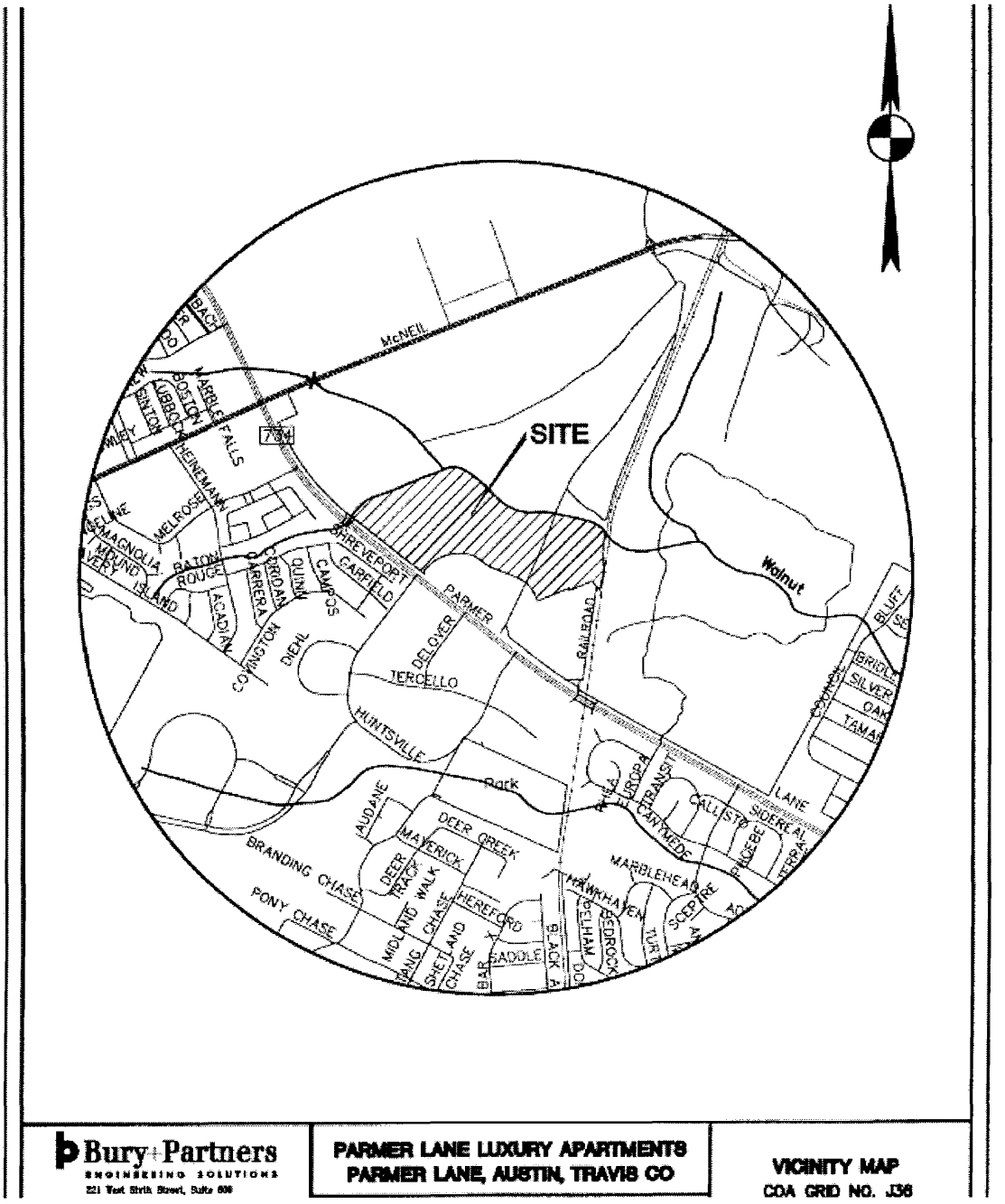
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SHEET 4 OF 4

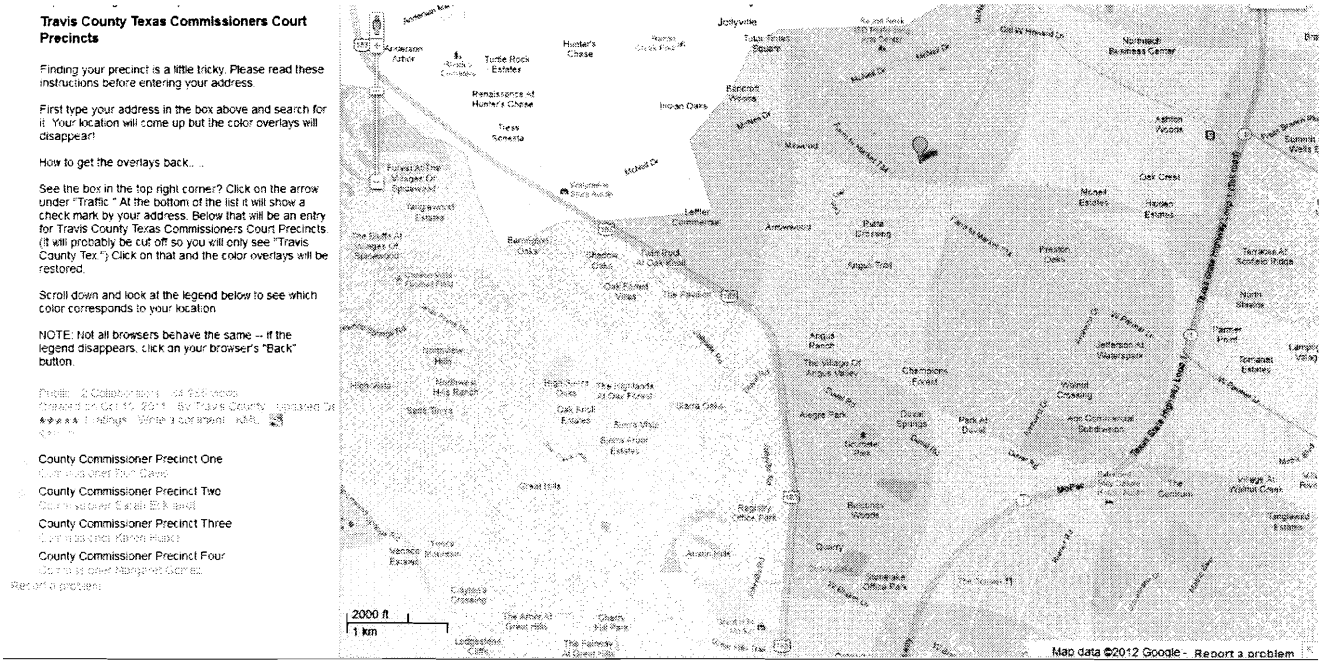
Parmer Lane Luxury Apartments

Location Map



Parmer Lane Luxury Apartments

Precinct Map



Item 18

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Yolanda Reyes, (512)854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, 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:

Leslie Browder – Planning and Budget Office, (512)854-9106
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

5/1/2012

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9837	Grant Resv.	Future Grants Req.		$ 45,925	1
		001	0610	516	0701	Auditor	Reg.Sal-Perm Empl	$ 28,333		
		001	0610	516	2002	Auditor	FICA Tax - OASDI	$ 1,757		
		001	0610	516	2003	Auditor	Hospitalization	$ 2,784		
		001	0610	516	2004	Auditor	Life Insureance	$ 29		
		001	0610	516	2005	Auditor	Retirement Cont.	$ 3,476		
		001	0610	516	2006	Auditor	Worker's Comp.	$ 55		
		001	0610	516	2007	Auditor	FICA Tax-Medicare	$ 411		
		001	0610	516	3001	Auditor	Office Equip,Supp	$ 6,333		
		001	0610	516	3002	Auditor	Software	$ 500		
		001	0610	516	3013	Auditor	Educ,Comm,Equip	$ 697		
		001	0610	516	6099	Auditor	Other Purchd Serv.	$ 300		
		001	0610	516	6504	Auditor	Training & Seminar	$ 1,000		
		001	0610	516	6505	Auditor	Prof. Licenses	$ 250		
A2		001	9800	981	9837	Grant Resv.	Future Grants Req.		$ 265	1
		001	1230	523	3002	ITS	Software	$ 265		
A3		001	9800	981	9891	Reserves	CAR Reserves		$ 80,000	5
		001	5760	821	8013	Records Mng	Educ,Comm,Equip	$ 80,000		
A4		001	9800	981	9892	Reserves	Allocated Reserve		$ 151,174	13
		001	1405	525	8105	FMD	Buildings	$ 151,174		
A5		001	9800	981	9892	Reserves	Allocated Reserve		$ 168,290	16
		001	4908	628	6099	TNR	Other Purchd Serv.	$ 168,290		

FUND TRANSFERS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
FT1	WPN002	737	0000	255	3101	LCRA Escrow	Arkansas Bend		$ 54.84	18
		001	4945	339	2010	TNR	Park Fees	$ 54.84		
FT2	WPN003	737	0000	255	3102	LCRA Escrow	Bob Wentz		$ 8,335.36	
		001	4945	339	2010	TNR	Park Fees	$ 8,335.36		
FT3	WPN004	737	0000	255	3103	LCRA Escrow	Cypress Creek		$ 88.65	
		001	4945	339	2010	TNR	Park Fees	$ 88.65		
FT4	WPN008	737	0000	255	3104	LCRA Escrow	Hippie Hollow		$ 25,638.04	
		001	4945	339	2010	TNR	Park Fees	$ 25,638.04		
FT5	WPN010	737	0000	255	3105	LCRA Escrow	Mansfield Dam		$ 17,858.75	
		001	4945	339	2010	TNR	Park Fees	$ 17,858.75		
FT6	WPS003	737	0000	255	3106	LCRA Escrow	Pace Bend		$ 52,336.55	
		001	4945	339	2010	TNR	Park Fees	$ 52,336.55		
FT7	WPN013	737	0000	255	3107	LCRA Escrow	Sandy Creek		$21.94	
		001	4945	339	2010	TNR	Park Fees	$21.94		
FT8	N/A	737	0000	256	4000	LCRA Escrow	Interest		$ 85.81	
		001	4945	339	2010	TNR	Park Fees	$ 85.81		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst

DATE: April 19, 2012

SUBJECT: County Auditor's Office (CAO) Grants Section Budget Amendment Request

The County Auditor is requesting two budget amendments totaling $46,190 from the FY 12 Grants Reserve (001-9800-981-9837) to various line-items in the County Auditor's Office (CAO) in the amount of $45,925 for funding a Grants Financial Auditor FTE position for the balance of FY 12, and to the ITS Department in the amount of $265 for software for the FTE.

The funding for this position has been included in the Grants Reserve for the past two fiscal years in anticipation of this possible requirement related to workload requirements in the CAO Grants Section.

If the Commissioner Court approves this mid-year request, PBO will need to include ongoing funding for FY 13 within the CAO for this position in the amount of $91,674, made up of $90,130 for personnel costs and $1,544 for operating expenses.

Please see the attached memorandum from COA for further information on this request.

PBO recommends approval of this budget amendment and the ongoing FY 13 requirement with the CAO. If you have any questions, please call me at 4-4741.

Cc: Susan Spataro, CPA, County Auditor
Diana Warner, First Assistant County Auditor
Nicki Riley, Chief Assistant County Auditor
DeDe Bell, Grant Supervisor, CAO
Leslie Browder, County Executive, PBO
Leroy Nellis, Budget Director, PBO

1

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: Bill Derryberry, Budget Analyst, Sr. Date: April 17, 2012

From: DeDe Bell, Grants Supervisor

Re: Request to transfer funds from the Grants Reserve to the County Auditor for the Grants Financial Auditor/Analyst position

The FY12 Adopted Budget includes within the Grants Reserve (line item 001.9800.981.9837) funding in the amount of $99,463 for a Financial Auditor/Analyst III position and related costs in anticipation of an increased grants workload. The District Judges approved the reclassification of slot 19 to be the Grants financial auditor/analyst III position should the Commissioners Court approve the budget transfer from the Grants Reserve.

Based on the current workload and the amount of overtime our grants staff is currently working, we are requesting there be a budget transfer from the Grant Reserves to fund the new grants position. For the remainder of FY12, the transfer from reserves should be $46,190.

This position is required so that we can adequately perform the necessary duties related to the growth in the number and complexity of grants accepted by the County. The types of grants the County is applying for and receiving continues to be more complex in nature. The factors that make a grant more complex include, but are not limited to, a) subrecipients, b) program income, c) types of funding (ARRA), and d) reporting requirements. The greater the complexity, the greater the workload of the current grant staff.

Currently we have 6 FTEs (*includes supervisor and 5 financial auditor/analysts*) in the Grants division and the workload is equivalent to 7.5 FTEs with 20% overtime. So even with the addition of 1 new FTE, we will still be asking staff to pick up the workload of another 0.5 FTE. Based on current programs, the estimated number of grants for FY12 has been revised to 198 from the 180 original estimate that was made at the time of the FY12 budget submission in April 2011. Please note that the County's acceptance of grants is an on-going process, so most likely the number of grants will continue to increase even above the projected 198.

Please contact me at 854-9125 if you have any questions.

cc: Susan Spataro, County Auditor
Diana Warner, First Assistant County Auditor
Nicki Riley, Chief Assistant County Auditor
Leslie Browder, PBO County Executive
Leroy Nellis, PBO Budget Director

2

Budget Adjustment: 32188

Fyr _ Budget Type: 2012-Reg | Author: 6 - CASIAS, JACQUELINE | Created: 4/16/2012 3:09:50 PM

PBO Category: Amendment | Court Date: Tuesday, May 1 2012 | Dept: RESERVES

Just: Other | Request to transfer funds from the Grants Reserve to the County Auditor for the Grants Financial Auditor/Analyst position.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9837	FUTURE GRANTS REQUIREMENT			45,925
				45,925

To Account		Project	Amount
001-0610-516-0701	REG SALARIES-PERMNT EMPL		28,333
001-0610-516-2002	FICA TAX - OASDI		1,757
001-0610-516-2003	HOSPITALIZATION		2,784
001-0610-516-2004	LIFE INSURANCE		29
001-0610-516-2005	RETIREMENT CONTRIBUTION		3,476
001-0610-516-2006	WORKER'S COMPENSATION		55
001-0610-516-2007	FICA TAX - MEDICARE		411
001-0610-516-3001	OFFICE EQUIP,FURN, & SUPP		6,333
001-0610-516-3002	SOFTWARE		500
001-0610-516-3013	EDUC,COMMUNCATN,EQ & SUPP		697
001-0610-516-6099	OTHER PURCHASED SERVICES		300
001-0610-516-6504	TRAINING & SEMINARS		1,000
001-0610-516-6505	PROFESSIONAL LICENSES		250
			45,925

Approvals	Dept	Approved By	Date Approved
Originator	6	JACQUELINE CASIAS	4/17/2012 10:37:46 AM
DepOffice	6	DIANA WARNER	4/17/2012 10:49:15 AM
DepOfficeTo	6	DIANA WARNER	4/17/2012 10:49:21 AM

Budget Adjustment: 32189

Fyr _ Budget Type: 2012-Reg	Author: 6 - CASIAS, JACQUELINE	Created: 4/16/2012 3:12:24 PM
PBO Category: Amendment	Court Date: Tuesday, May 1 2012	Dept: RESERVES
Just: Other	Request to transfer funds from the Grants Reserve to the County Auditor for the Grants Financial Auditor/Analyst position.	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9837	FUTURE GRANTS REQUIREMENT			265
				265

To Account		Project	Amount
001-1230-523-3002	SOFTWARE		265
			265

Approvals	Dept	Approved By	Date Approved
Originator	6	JACQUELINE CASIAS	4/16/2012 3:15:09 PM
DepOffice	12	RANDALL LOTT	4/16/2012 3:34:00 PM
DepOfficeTo	12	BRUNILDA CRUZ	4/16/2012 3:34:41 PM

4

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst

DATE: April 25, 2012

RE: Request to transfer funds from CAR Reserves to purchase Audio/Visual equipment and build-out for 700 Lavaca approved in Commissioners Court on April 24, 2012.

RMCR is requesting Commissioners Court approval to transfer $80,000 from the CAR reserve to fund an improved A/V automation system and half the costs to build out the "multipurpose" rooms on the second floor of 700 Lavaca.

Approval to purchase these items was made by Commissioners Court on April 24, 2012 as agenda item A2. In FY 2009, the court approved $80,000 in upgrades to the A/V equipment for the existing Commissioners Courtroom, but the use of those funds was put on hold until the department was ready for the equipment. The department requested the funds as part of the FY 2011 Budget. When the move to 700 Lavaca was approved, the request was pulled. However during the FY 2012 Budget Mark-up an earmark was approved against reserves in anticipation of the possibility that the budget to build out 700 Lavaca would be short.

cc: Leslie Browder,
Leroy Nellis, PBO
Steven Broberg,
Tom Ashburn, RMCR

Travis County Commissioners Court Agenda Request

Meeting Date: April 24, 2012

Prepared By/Phone Number:
Al Jackson, RMCR Media Division
Media Operations Manager 49503

Elected/Appointed Official/Dept. Head:
Steven Broberg, Director of Records Management and Communications Resources

Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and approve additional funds for the 700 Lavaca audio/visual/broadcast construction and integration project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In the fall of 2009, the Commissioners Court purchased the office building at 700 Lavaca St. Included among the many county departments and functions to be relocated to the new building were the Commissioners Court room and Media Service's video production and broadcast facility.

During the early planning phase in 2010, Facilities Management Project Managers requested that the Media Operations Manager ask the City of Austin about their funding levels for audio/video/broadcast infrastructure at City Hall for the City Council chambers, boards and commissioners room and press conference room/studio. Russ Rumney, Manager of Network Services Group responded in an email, stating $2.5 million for audio/video/broadcast and $800,000 related IT.

In February 2011, the Media Operations Manager began working with HS&A, the project manager hired by the Commissioners Court to oversee the remodeling and construction on the first 3 floors of 700 Lavaca. Following a competitive selection process, HS&A hired GSC/Lawrence

6

Group to be the architect for the project, with Harvey Marshall Berling Associates (HMBA) as a partner consulting on the audio/video/broadcast component. Envisioned was a state of the art high definition video facility to replace the current aged standard definition facility in the Granger building.

HMBA's first equipment list presented to HS&A and the Media Operations Manager totaled $1,461,000. HS&A advised HMBA that the cost was too high, and the number needed to be reduced to less than $1,000,000. The reductions required changing the quality level of some equipment and the elimination of other equipment.

Subsequently, HS&A hired Flintco to be construction manager for the project. With that, the $1,000,000 figure was reduced again to about $950,000 to account for construction fees and bonding. Also, cost of the studio lighting electrical installation was moved from the general electrical construction budget to the audio/video/broadcast budget, an additional $35,000 obligation. Following another competitive process, Flintco and HS&A hired Zeiner Video Systems (ZVS) to be the audio/video/broadcast subcontractor, providing design, equipment and installation services. ZVS' review of the needs of the county Media Division with regard to Commissioners Court production, general video production and broadcast operations resulted in another modification of the equipment list and overall design of the facility.

While the current funding level will allow for construction of an adequate audio/video/broadcast facility, allowing us to produce Commissioners Court meetings and studio projects, we will not have the level of quality envisioned at the beginning of this project, nor will have the depth of functionality. The multipurpose rooms will not have video production/broadcast capability, and there is no funding for high definition field video equipment or digital editors to integrate with the new high definition facility. There have also reductions/removals of other equipment important to the Media Division staff.

Also, memorandum from the Media Operations Manager to the Director of RMCR is attached.

STAFF RECOMMENDATIONS:

The Media Operations Manager submitted a memo to the Director of RMCR detailing a request for additional funding for the 700 Lavaca audio/video/broadcast project. The total additional funds requested is $255,000. Staff recommends the Commissioners Court provide that figure, keeping in mind that the total funding for the project will still be almost $300,000 less than the original equipment list presented by HMBA.

Below is the itemized request in priority order

1 - $30,000 for improved automation system for control/integration of several functions including digital recording, signal switching, graphics, file sharing and archiving

2 - $100,000 to return the multipurpose rooms to broadcast/record capability

3 - $50,000 for digital high definition field cameras and accessories

4 - $19,000 for digital editor, software, internal and external accessories

5 - $7,000 for serial digital interface upgrade for 4 current DVCam recording decks

6 - $35,000 for studio camera supports/pedestals

7 - $14,000 for studio teleprompter

ISSUES AND OPPORTUNITIES:

Approving this request will require accessing the contingency funds allocated for the lower three floors construction project managed by HS&A.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be $255,000 less in the 700 Lavaca building's contingency fund for the construction/remodeling of the lower three floors.

REQUIRED AUTHORIZATIONS:

Department
Commissioners Court

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
RECORDS MANAGEMENT & COMMUNICATION RESOURCES
MEDIA DIVISION (TCTV-17)
700 Lavaca St., Suite 330, PO Box 1748 Austin, TX 78767 Tel: (512) 854-9503 Fax: 854-4560

MEMORANDUM

TO: Steven Broberg, Director of Records Management and Communications Resources

FROM: Al Jackson, Media Operations Manager

DATE: March 28, 2012

SUBJECT: Commissioners Court for Additional Funds for 700 Lavaca building
Video production facility

Steven, we've discussed the 700 Lavaca building's video production installation project on numerous occasions over the last year. One recurring theme of our discussions is the available funds, or more specifically the relatively small amount of available funds. I believe we need to go to the Commissioners Court to ask for additional $80,000 - $100,000 to insure that we have a high quality facility. As it stands, we've had to make significant compromises and reductions to meet what I believe is a barely sufficient budget. I'll provide some history of the funding for this project.

In early 2010, the Facilities Management Department's Project Managers for the 700 Lavaca remodeling project requested I get cost figures from the City of Austin on the City's audio/video/broadcast facility in City Hall, including the Council chamber, television control room, news conference room and boards/commissions room. I emailed Russ Rumney, Manager of Network Service Group at the City. Mr. Rumney answered the request with an email on February 9, 2010. The numbers he provided for all locations totaled 3.3 million dollars.

Subsequently I wasn't provided a definitive figure for the budget for the video facility at 700 Lavaca by FMD or PBO, but I stated to the FMD projects managers that about half of City's allocation, $1,650,000, would be sufficient for our new facility.

About a year went by without much discussion of the 700 Lavaca video production project until an email communication by me to the project managers on February 11, 2011 was answered. I was informed that a new private project manager, HS&A, was going to manage the construction of the bottom 3 floors of the building. Subsequently I've been working with HS&A.

Together with HS&A, FMD and the Purchasing Department, the primary architect, GSC/Lawrence Group, was selected competitively. Harvey, Marshall, Berling Associates (HMBA) is on their team as the Audio/Video consultant. David Harvey of HMBA prepared the initial equipment list including installation costs, totaling $1,461,631. Neither I nor HMBA was provided a budget figure prior to the

preparation of the list. HS&A later advised David Harvey and me that the cost of the list was too high and we needed to be reduced to under 1 million.

That reduction required a significant reduction in the scope of the project.

The following were either reduced or removed:

1 – Reduced the video recording/broadcast capability in the multipurpose rooms
(from $94,020 to $27,180 by HMBA, to $0 by ZVS)

2 – Removed the Teleprompter for studio
(- $13,100)

3 – Removed the Camera Pedestals for studio camera
(- $60,000)

Less expensive, albeit sufficient equipment was substituted for:

4 – Production switcher for the studio
(from $63,140 to $28,490)

5 – Studio Cameras
(from $151,005 to $52,135)

6 – Routing switcher/patching
(from $132,419 to $73,630)

7 – graphics/character generator
(from $36,650 to $8,130)

8 – Main monitor wall for Commissioners Court room
(from $51,220 to $28,180)

Never included in the equipment list:

9 – Field production High Definition cameras/accessories
($50,000)

10 – 1 new Digital Editor (the other 2 do not need replacement)
($18,000)

Additional Cost Items not listed on the original equipment list:

1 - $35,000 for studio lighting, originally listed in the electrical construction budget

2 - $50,000 for bonding and fees

Also to be considered are the facts that the Media Division had $80,000 in its FY2009-10 for new Commissioners Court cameras in Granger that was scrubbed upon acquisition of 700 Lavaca. Additionally the late relocation of the Media staff offices from the 3rd floor to the 1st floor where Media work facilities (commissioners court room, studio, edit rooms and central equipment rooms) are to be located cost $100,000 plus. We never should have been on the 3rd floor and those funds should not have come from the new video production facility's budget.

The starting point of the 700 Lavaca video facility budget was the question, "how much did the City of Austin pay for its video facilities in City Hall". If you follow the budgetary information, from the 3.3 million dollar cost of the City of Austin's facility, information requested by FMD, to the first equipment list estimate prepared by David Harvey of $1,461,631, to the immediate reduction of that to 1 million, to the additional obligations further reducing it to $915,000, the direction has been continuing downward. While we will complete the video facility with whatever budget we have, we will not have a facility that meets my original expectations of functionality and quality.

I don't expect the Court to remedy all the reductions and take us back to the beginning, but we can significantly improve the new video/broadcast facility if the Court provides additional funds.
Specifically:

$100,000 to return the multipurpose rooms to broadcast/record capability
$50,000 for digital high definition field cameras and accessories
$35,000 for studio camera supports/pedestals
$30,000 for improved automation system for control/integration of several functions including digital recording, signal switching, graphics, file sharing and archiving
$19,000 for digital editor-computer, software, internal and external accessories
$14,000 for studio teleprompter
$7,000 for serial digital interface upgrade for 4 current DVCam recording decks

We will ask for additional capital funds during the FY2013 budget process. Those funds will be used to acquire equipment not necessary to meet the mid-summer 2012 deadlines set to have broadcast operations and Commissioners Court recording functions up and running, with will provide the necessary functionality for productions of departmental programs requiring studio and field production.
Thank you for your attention to this issue and I'm looking forward to moving forward with you on this matter.

Al Jackson
Media Operations Manager
Phone 854-9503
Mobile 699-3961

Budget Adjustment: 32303

Fyr _ Budget Type: 2012-Reg | Author: 57 - ASHBURN, THOMAS | Created: 4/24/2012 4:10:22 PM

PBO Category: Amendment | Court Date: Tuesday, May 1 2012 | Dept: RESERVES

Just: Other | Funds transfer from CAR for Media build out at 700 Lacava. Approved in Commissioners Court April 24, 2012, Item A2.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			80,000
				80,000

To Account		Project	Amount
001-5760-821-8013	EDUCATN/COMMUNICATNS EQMT		80,000
			80,000

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	4/24/2012 04:24:14 PM
DepOffice	57	THOMAS ASHBURN	4/24/2012 04:24:17 PM
DepOfficeTo	57	THOMAS ASHBURN	4/24/2012 04:24:22 PM

12

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 DARamirez

DATE: April 23, 2012

RE: Request by Facilities Management for Funding from the Allocated Reserve for Security at 700 Lavaca Building

Facilities Management is requesting funding of $151,174 from the Allocated Reserve for the installation of some physical security measures at 700 Lavaca. There is a security assessment available for review that supports this request. PBO recommends that any specifics regarding the level of security or the security assessment be discussed in Executive Session. PBO has worked with FMD on this issue and recommends approval of this request. Security measures at this building have not been previously funded by the Commissioners Court.

The balance in the Allocated Reserve is $10,534,896 with $8,889,639 in Earmarks, leaving an un-earmarked balance of $1,645,257. If this item is approved, the un-earmarked balance will total $1,494,083. PBO recommends approval of this request.

cc: Leslie Browder, Leroy Nellis, Jessica Rio, Belinda Powell, PBO
Roger El Khoury, John Carr, Amy Draper, FMD
Michael Hemby, TCSO, Chairman, TC Security Committee

Budget Adjustment: 32267

Fyr _ Budget Type: 2012-Reg | Author: 14 - DRAPER, AMY | Created: 4/21/2012 5:00:55 PM

PBO Category: Amendment | Court Date: Tuesday, May 1 2012 | Dept: RESERVES

Just: Other | Transfer funds from Allocated Reserve for 700 Lavaca security items

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			151,174
				151,174

To Account		Project		Amount
001-1405-525-8105	BUILDINGS	KLAV02	700 LAVACA STREET IMPRVMT	151,174
				151,174

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	4/21/2012 05:01:00 PM
DepOffice	14	AMY DRAPER	4/21/2012 05:01:01 PM
DepOfficeTo	14	AMY DRAPER	4/21/2012 05:01:02 PM

DLaney 4/24/12

14

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

Project No: LAVA7-01-10C-4R
File: 102

TO: Leslie Browder, County Executive, PBO

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

DATE: April 23, 2012

SUBJECT: 700 Lavaca Building – Security Issues
Request for Allocation of Funding

Facilities Management Department (FMD) requests your assistance in obtaining approval to reallocate $151,174 from allocated reserves to the 700 Lavaca Building, KLAV02. Funding has not been allocated to the security needs of the building; however, a set aside of $500,000 for security needs was previously identified. FMD is requesting these funds from that set aside now to allow for installation of exterior cameras, interior cameras for the tower floors and for bollards in the front plaza area. These requirements are supported by the security assessment completed on the facility by the Travis County Sheriff's Office. Budget adjustment # 32267 has been loaded into the system to relocate this funding from allocated reserves to account 001-1405-525-8105, KLAV02.

FMD requests that PBO place this on the Commissioners Court agenda for approval at the next available opportunity. Please contact me at 44579 or John at 44772 if you have any questions. Your assistance is greatly appreciated.

COPY TO:
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Diana Ramirez, Budget Analyst, PBO

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 DARamirez

DATE: April 25, 2012

RE: Request by Transportation and Natural Resources for Funding from the Allocated Reserve for Environmental Monitoring

On Tuesday, April 24, Commissioners Court approved a contract and funding source for the environmental monitoring at the TXI project site. However, the item was approved as part of the consent motion and neither TNR's backup nor the motion stated that the budget adjustment was to be treated as an automatic budget adjustment by PBO. Therefore, PBO, in compliance with the FY 12 Budget Rules, must place the budget adjustment on the Court's agenda for specific approval.

In addition, PBO wished to state for the record that the budget adjustment is for a projected four year contract for environmental monitoring and that is not the standard recommendation PBO usually makes. Usually, PBO recommends funding one fiscal year at a time. However, in discussions with TNR financial staff, PBO learned that this contract is not for ongoing monitoring but for project-based monitoring with the timeline for the start and completion of the project still fluid. Approving the full estimated cost of the monitoring up front will help TNR staff react efficiently to changes in the project timeline.

PBO concurs with this request.

cc: Leslie Browder, Leroy Nellis, Jessica Rio, PBO
Steve Manila, Carol Joseph, Cynthia McDonald, Tom Weber, TNR

Budget Adjustment: 32231

Fyr _ Budget Type: 2012-Reg | Author: 49 - MCDONALD, CYNTHIA | Created: 4/19/2012 8:45:28 AM

PBO Category: Amendment | Court Date: Tuesday, May 1 2012 | Dept: RESERVES

Just: Other | Funding needed to extend environmental monitoring contract, PS110046JW, near the Texas

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			168,290
				168,290

To Account		Project	Amount
001-4908-628-6099	OTHER PURCHASED SERVICES		168,290
			168,290

Approvals	Dept	Approved By	Date Approved
Originator	49	CYNTHIA MCDONALD	4/19/2012 08:45:50 AM
DepOffice	49	CYNTHIA MCDONALD	4/19/2012 08:45:51 AM
DepOfficeTo	49	CYNTHIA MCDONALD	4/19/2012 08:45:54 AM
PBOAnalyst	9	DIANA RAMIREZ	4/24/2012 03:49:16 PM

Updated 4/26/12, 4:05 p.m.

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

_____ Contract Pending
_____ Personnel Amendment
_____ Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #		Fund	Dept/Div.	Act.	Ele/Obj.	Project Number	Object Title	Reduction Amount	For PBO Use Only: Type	PBO Approval Analyst/Manager
1	FROM:	737	0000	255	3101	WPN002	LCRA Escrow Arkansas Bend	$54.84	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
2	FROM:	737	0000	255	3102	WPN003	LCRA Escrow Bob Wentz	$8,335.36	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
3	FROM:	737	0000	255	3103	WPN004	LCRA Escrow Cypress Creek	$88.65	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
4	FROM:	737	0000	255	3104	WPN008	LCRA Escrow Hippie Hollow	$25,638.04	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
5	FROM:	737	0000	255	3105	WPN010	LCRA Escrow Mansfield Dam	$17,858.75	AM	Dan
	TO:	001	4945	339	2010		Park Fees			

Item #'s:

JUSTIFICATION:

_____ Needs rebudgeting to meet commodity code requirements
x Other, please specify:

Types of Requests
Transfer - TR
Amendment - AM
Discussion - DS
Automatic - AU

FY2012 2nd Qtr net park revenue totaling $104,419.94 from the LCRA Escrow Fund to the County's General Fund.
This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

Signature of Elected/Appointed Official

04/13/12
Date

Please refer to budget rules for instructions on filling out Budget Adjustment Form

Rev 12/93

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers? If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

_____ Contract Pending
_____ Personnel Amendment
_____ Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #		Fund	Dept/Div.	Act.	Ele/Obj.	Project Number	Object Title	Reduction Amount	For PBO Use Only: Type	PBO Approval Analyst/Manager
6	FROM:	737	0000	255	3106	WPS003	LCRA Escrow Pace Bend	$52,336.55	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
7	FROM:	737	0000	255	3107	WPN013	LCRA Escrow Sandy Creek	$21.94	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
8	FROM:	737	0000	256	4000	N/A	LCRA Escrow Interest	$85.81	AM	Dan
	TO:	001	4945	339	2010		Park Fees			
9	FROM:									
	TO:									
10	FROM:									
	TO:									

Item #'s:

JUSTIFICATION:

_____ Needs rebudgeting to meet commodity code requirements

x Other, please specify:

Types of Requests
Transfer - TR
Amendment - AM
Discussion - DS
Automatic - AU

Signature on page 1
Signature of Elected/Appointed Official

Date

Please refer to budget rules for instructions on filling out Budget Adjustment Form

Rev 12/93

19

Transportation & Natural Resources
LCRA/Travis County Parks
31-Mar-12

FY 2012 2nd Qtr Transfer to General Fund & CIP

LCRA Parks Escrow Fund Account Number	Park	2nd Qtr Revenues 1/1/2012 through 3/31/2012	Less: Pending FY 2012 LCRA Admin. Fee 2nd Qtr	Less: Pending 2nd Qtr Trsfr. to the CIP Fund 029	Amount to Transfer to General Fund Account No. 001-4945-339-2010
			Estimated		
737-0000-255-3101	Arkansas Bend	67.00	(2.11)	(10.05)	54.84
737-0000-255-3102	Bob Wentz	10,530.00	(615.14)	(1,579.50)	8,335.36
737-0000-255-3103	Cypress Creek	120.00	(13.35)	(18.00)	88.65
737-0000-255-3104	Hippie Hollow	32,659.00	(2,122.11)	(4,898.85)	25,638.04
737-0000-255-3105	Mansfield Dam	22,764.00	(1,490.65)	(3,414.60)	17,858.75
737-0000-255-3106	Pace Bend	66,188.00	(3,923.25)	(9,928.20)	52,336.55
737-0000-255-3107	Sandy Creek	30.00	(3.56)	(4.50)	21.94
	Total:	**$132,358.00**	**(8,170.17)**	**(19,853.70)**	**$104,334.13**
737-0000-256-4000	Interest	85.81	-	-	85.81
	Total:	**$132,443.81**	**(8,170.17)**	**(19,853.70)**	**$104,419.94**

Prepared by: Isabelle Lopez
Financial Services Division

4/12/2012

Updated 4/26/12, 4:05 p.m.

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
$13,136	Various	2/15/2012	Cancelled Purchase Orders
($37,954)	District Attorney	2/28/12	Child Protection Contract
($10,500)	TNR	2/28/12	CAPCOG Ozone Monitoring
$22,585	Various	3/12/12	Cancelled Purchase Orders
($2,600,000)	Facilities	3/20/12	Property Purchase from Housing Authority
($5,100)	Facilities	3/20/12	Property Purchase from Housing Authority
($7,500)	Historical Commission	3/27/12	National Park Service grant match
$99,176	Various	3/23/12	Cancelled Purchase Orders
$4,809	Various	3/30/12	Cancelled Purchase Orders
$134	EMS	4/4/12	Cancelled Purchase Orders
$78,259	Various	4/23/12	Cancelled Purchase Orders
$10,534,896	**Current Balance**		

Updated 4/26/12, 4:05 p.m.

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

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
($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
($137,421)	TNR - Northeast Metro Park - Phase III
($294,139)	TCSO - 700 Lavaca Security
($5,941,788)	Compensation
($8,889,639)	**Total Possible Future Expenses (Earmarks)**

$1,645,257 Remaining Allocated Reserve Balance After Possible Future Expenditures

Updated 4/26/12, 4:05 p.m.

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

Amount	Dept Transferred Into	Date	Explanation
$1,433,446			Beginning Balance
($90,000)	TNR	12/13/11	Guardrail Improvements
($365,000)	TNR	2/21/12	International Cemetery
($5,628)	Comm. Pct. 1	2/28/12	Intel Reader, CCTV and Magnifier
($63,850)	ITS	3/20/12	IT Related Improvements at Granger Bldg.
$43,138	TNR	3/23/12	Cancelled Purchase Order
($19,460)	ITS	4/3/12	Mental Health Public Defenders-Replacement Computers
($980)	JP Pct. 2	4/10/12	Replace safe
$931,666	**Current Reserve Balance**		

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

Amount	Explanation
($330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
($48,505)	TCSO - Security
($80,000)	RMCR - A/V Equipment for 700 Lavaca Street
($38,500)	TNR - Northeast Metro Park - Phase III
($497,005)	**Total Possible Future Expenses (Earmarks)**

$434,661 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
($584,694)	ITS	3/7/12	JP Case Management System
$4,115,306	**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**		

*** Reserved for MHMR**

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

Amount	Dept Transferred Into	Date	Explanation
$640,000			Beginning Balance
($245,000)	EMS	11/15/11	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**		

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**		

Item 19

Travis County Commissioners Court Agenda Request

Meeting Date: 05/01/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive Planning and Budget
Commissioners Court Sponsor: Judge Biscoe

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

A. Annual application to the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office; and
B. New application to the United States Department of Labor for a Youth Reentry Program in the Juvenile Probation Department. A three year grant program with three new positions that will provide juveniles with individualized education plans, and post-release case management services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is the annual renewal of the multi-County Auto Theft task force grant. The application is submitted on behalf of Travis County and 16 other Counties This program has been in place for 15 years.

Item B is a new grant opportunity in the Juvenile Probation Department that funds three FTE and contractual services to provide juveniles with individualized education plans, and post-release case management services. The grant period for this program is three years.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a match that is fully funded within the Sheriff's Budget.

Item B does not have a match requirement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	Cheryl Aker

TRAVIS COUNTY

5/1/2012

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	39	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	$1,007,657	$173,811	$236,537	$0	$1,418,005	12.00	R	MC	11
B	45	Youth Reentry Program	10/01/12 03/31/15	$1,047,504	$0	$0	$0	$1,047,504	3.00	R	EC	47

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

Updated 4/26/12, 4:05 p.m.

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
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
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

2

Updated 4/26/12, 4:05 p.m.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
19	Family Violence Accelerated Prosecution Program	09/01/12 08/31/13	$121,905	$31,534	$16,365	$17,742	$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12 08/31/13	$31,926	$0	$0	$0	$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12 08/31/13	$192,666	$0	$0	$0	$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11 09/19/11	$38,605	$12,868	$0	$0	$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11 09/19/11	$333,005	$111,002	$0	$0	$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11 09/19/11	$385,016	$128,339	$0	$0	$513,355	-	3/13/2012
21	Electronic Disposition Reporting	04/15/12 08/31/12	$35,637	$0	$0	$0	$35,637	-	3/20/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12 08/31/14	$200,775	$66,925	$0		$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11 09/29/12	$583,843	$62,818	$80,000	$52,212	$778,873	1.00	3/20/2012
45	Residental Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	$143,743	$47,914	$0	$0	$191,657	1.75	3/20/2012

Updated 4/26/12, 4:05 p.m.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	$192,666.00	$0.00	$0	$0	$192,666.00	0.50	3/27/2012
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	$31,926.00	$0.00	$0	$0	$31,926.00	-	3/27/2012
39	Travis County Adult Probation Co-Occurring Re-entry Services	10/01/2012 9/30/2012	$565,345.00	$0.00	$0	$0	$565,345.00	3.00	4/17/2012
49	FY 12/13 CAPCOG Travis County Expo Center Recycling Grant	7/1/2012 06/30/2013	$31,500.00	$0.00	$0	$0	$31,500.00	-	4/17/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	$6,000.00	$0.00	$0	$0	$6,000.00	-	4/17/2012
			$10,717,312	$861,657	$4,054,579	$197,506	$15,831,054	57.16	

*Amended from original agreement.

4

Updated 4/26/12, 4:05 p.m.

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 Assitance 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

Updated 4/26/12, 4:05 p.m.

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 Inititive*	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
58	ARRA WAP Weatherization Assistance Program*	09/01/2009 02/28/2012	$7,622,699	$0	$0	$0	$7,622,699	3.00	2/21/2012
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010 09/30/2013	$400,000	$0	$0	$0	$400,000	-	2/28/2012

7

Updated 4/26/12, 4:05 p.m.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	$18,102	$6,100	$0	$0	$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	$300,000	$0	$0	$0	$300,000		3/13/2012
49	LIRAP Local Initative Projects (LIP)*	05/06/08 08/31/13	$1,688,163	$0	$0	$0	$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2013	$7,500	$0	$7,500	$0	$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2013	$50,495	$321,591	$0	$0	$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011- 08/31/2012	$132,702	$0	$7,930	$0	$140,632	1.00	4/3/2012
58	Share the Warmth	04/01/12 09/30/12	$24,500	$0	$0	$0	$24,500	-	4/24/2012
			$27,875,488	$601,435	$67,179	$313,024	$28,857,126	33.41	

*Amended from original agreement.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Amount requested for PTC: Operating Transfer	Amount requested for PTC: Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	1.00	6/30/2012	3/20/2012	N/A	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	5/31/2012	3/27/2012	N/A	No
	Totals		$102,784	$102,784	$380,568	10.00				

*This portion of the request is not a typical permssion 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.

Updated 4/26/12, 4:05 p.m.

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		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	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	$ -		$ -		$ -		$ -		$ -

Updated 4/26/12, 4:05 p.m.

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	$ 5,311,349	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 workstite 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	$ 7,952,569	$ 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.

01

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Sheriff - Law Enforcement	
Contact Person/Title:	Tracy Miller, Planner	
Phone Number:	512.854.6923	

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force			
Grant Period:	From:	09-01-2012	To:	08-31-2013
Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Grantor:	ABTPA - Auto Burglary Theft Prevention Authority			
Will County provide grants funds to a subrecipient?			Yes: ☒	No: ☐
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	615,653	173,811	**236,537**	0	$1,026,001
Operating:	392,004	0	**0**	0	$392,004
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$1,007,657	$173,811	**$236,537**	$0	$1,418,005
FTEs:	10.00	2.00	**0.00**	0.00	12.00

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	☒	JC	
County Attorney	☒	JC	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
Measures For Grant						
Outcome Impact Description						
Public Awareness	125					125
Outcome Impact Description	Educate and provide tools to deter and prevent auto thefts and burglaries					
Interdiction Operations	215					215
Outcome Impact Description	Conduct stings in areas of high incident.					

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval to submit the annual application to the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The application is submitted on behalf of Travis County and 16 other counties with the Sheriff of each county forming the Advistory Board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds. Travis County's portion of the match is fully budgeted.

PBO recommends approval to submit the application to continue the existing program that has been in place for the last fifteen years.

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 program is to reduce auto theft rates in the task force areas.

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

NA

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.

Matching funds are from Travis County field agent salary and County Agents salary fringe benefits.

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

No - not allowable.

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.

NA

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

The Task Force has been in existence since 1995.

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.

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

April 20, 2012

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Tracy J Miller, Planner

SUBJECT: FY2013 Auto Theft Prevention Authority Grant Application

Attached is our grant renewal application to the Auto Theft Prevention Authority for the FY2013 grant cycle.

This will be the 16th year of participation by Travis County and the Sheriffs' Combined Auto Theft Task Force (SCATTF) in this program. The SCATTF is currently comprised of 17-Counties (Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton – adding both Williamson and Wilson County this year) with the Sheriff of each county forming the Advisory Board of SCATTF.

The grant request is in the amount of $1,007,657. We project our match will be in excess of $410,348. The match will consist of one deputy from Travis County and the fringe salary benefits from all personnel assigned to the task force.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application will be fully funded in the upcoming year by the Auto Theft Prevention Authority and the State of Texas.

cc: Travis Gatlin, PBO
James Connolly, County Attorney's Office
Janice Cohoon, County Auditor's Office

Revised 12/11

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

APPLICATION FOR STATE ASSISTANCE
AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY (ABTPA)

1. For ABTPA Use Only	3. a. Date Submitted	b. Applicant Identifier
2. State Program Classification (For ABTPA Use Only)	4. a. Date Received by State	b. State Application Identifier

5. Applicant Information

a. Legal Name: **Travis County**

b. Address (give street or P. O. Box, City, County, State, and Zip Code)
PO Box 1748
Austin, TX 78767

c. Organizational Unit: **Travis County Sheriff's Office**

d. Name and telephone number of person to be contacted on matters involving this application (give area code)
Major Phyllis Clair (512) 854.9759

6. State Payee Identification Number:
74-6000192

7. Type of Applicant (enter the appropriate letter in box)
B

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School District
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Nonprofit Organization
N. Other (specify): _____

8. Type of Application:

☐ New ☑ Continuation ☐ Revision

If Revision, check appropriate box(es).

☐ Increase Award ☐ Decrease Award ☐ Other (specify)

☐ Increase Duration ☐ Decrease Duration

9. Name of Grantor Agency:

Texas Automobile Burglary & Theft Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
Phone: (512) 374-5101
Fax: (512) 374-5110
Website: www.txwatchyourcar.com

10. Title of Project:
Sheriff's Combined Auto Theft Task Force (SCATTF)

11. Areas of Project Activities (Cities, Counties, States, etc.)
Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson & Wilson Counties

12. Proposed Project

Start Date: **09-01-2012**

Ending Date: **08-31-2013**

13. Is application subject to review by state executive order 12372 process?

☐ YES, this application was made available to the Texas Review and Comment System (TRACS) for review on _____ Date

☐ Program is not covered by E. O. 12372

☐ Program has not been selected by state for review

☑ NO.

14. Funding Summary:
Total of a, b, & c must agree with d.
Note: Please enter whole dollars for the amounts requested.

a. Total State Grant Funds Requested (ABTPA)	$ **1,007,657**
b. Cash Match	$**410,348**
c. In-Kind Match	$
d. TOTAL(s)	$**1,418,005**

15. Is the applicant delinquent on any federal debt?

☐ YES If "Yes" attach an explanation ☑ NO

16. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a. Typed name of Authorized Official	b. Title	c. Telephone Number
Samuel T. Biscoe	**County Judge**	**512.854.9555**

d. Signature of Authorized Official e. Date Signed

ABTPA-1

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require state, local, regional, or other priority rating?
☐ Yes ☑ No

Name of Governing Body _____
Priority Rating _____

Item 2.
Does this assistance require state, or local advisory, educational, or health clearance?
☐ Yes ☑ No

Name of Agency or Board _____
(Attach Documentation)

Item 4.
Does this assistance request require state, local, regional, or other planning approval?
☐ Yes ☑ No

Name of Approving Agency _____

Item 6.
Will the assistance requested serve a federal installation?
☐ Yes ☑ No

Name of Federal Installation _____
Federal Population Benefiting from Project _____

Item 8.
Will the assistance requested have an impact or effect on the environment?
☐ Yes ☑ No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses or farms?
☐ Yes ☑ No

Number of Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.
Is there other related assistance on this project (previous, pending, or anticipated)?
☐ Yes ☑ No

See instructions for additional information to be provided.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

BUDGET SUMMARY

Section A—Budget Summary						
Line	Schedule	Budget Categories	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) Total
1	A	Personnel (Direct Salaries)	615,653	138,776		$754,429
2	A	Personnel (Fringe Benefits)		271,572		$271,572
3	B	Professional and Contractual Services				
4	C	Travel	10,864			$10,864
5	D	Equipment	344,980			$344,980
6	E	Supplies and Direct Operating Exp.	36,160			$36,160
7		Total Direct Charges (Sum of 1-6)	1,007,657	410,348		$1,418,005
8	F	Indirect Costs				
9		TOTALS (Sum of 7-8)	**$1,007,657**	**$410,348**		**$1,418,005**

Section B—Cash and/or In-Kind Match

Enter separately each source of matching funds and the amounts.
Total Match must agree with the total of Line 9, Column 2 and Column 3 above and the total of lines 14 (b) and (c) on ABTPA-1.

CASH				TOTAL
Source	Amount	Source	Amount	
Task Force Counties General Fund Benefits	**$410,348**			**$410,348**

PROGRAM INCOME (To be utilized.)		TOTAL
Total Program Income (available)	$ 70,062	

IN-KIND (Total must agree with ABTPA-1, Line 14c.)				TOTAL
Schedule	Amount	Schedule	Amount	
A		D		
B		E		
C				
				TOTAL MATCH **$410,348**

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A

PERSONNEL

1. Direct Salaries

Title or Position	% of Salary	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind	(4) TOTAL
(A) Task Force **Sergeant**	100	92,326			92,326
(B) Public Awareness **Coordinator**	100	40,759			40,759
(C) Field Agent (**Bastrop** County)	100	48,152			48,152
(D) Field Agent (**Colorado** County)	100	42,462			42,462
(E) Field Agent (**Comal** County)	100	64,541			64,541
(F) Field Agent (**Guadalupe** County)	100	48,693			48,693
(G) Field Agent (**Hays** County)	100	51,088			51,088
(H) Field Agent (**Travis** County)	100	84,120			84,120
(I) Field Agent (**Travis** County)	100	84,120			84,120
(J) Field Agent (**Travis** County)	0	-0-	84,120		84,120
(K) Field Agent (**Wharton** County)	100	49,392			49,392
(L) Field Agent (**Williamson** County)	0	-0-	54,656		54,656
(M)					
(N)					
Overtime		10,000			10,000
TOTAL Direct Salaries		$615,653	$138,776		$754,429

2. Fringe Benefits

	% or $ Rate	ABTPA	Cash Match	In-Kind	TOTAL
FICA	@		43,382		43,382
Retirement	@		82,479		82,479
Insurance	@		107,590		107,590
Other (medicare, workers compensation, unemployment, life insurance, longevity, certification)	@		38,121		38,121
TOTAL Fringe Benefits			271,572		271,572
TOTAL PERSONNEL BUDGET			$410,348		$1,026,001

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A PERSONNEL NARRATIVE

1. Attach a description of the duties or responsibilities of each position. ***(Job posting cannot substitute for descriptive narrative for each position.)***

- **Include only one position per line.**
- **Percentage of salary to be funded by grant funds.**
- **Should reflect employee's gross salary attributable to the project.**
- **Include percent of time on auto theft for each position. (40 hours per week)**

TASK FORCE SERGEANT (40 hours / week, 100%):

- Oversees daily operations and management of the task force. Direct liaison with all public entities.
- Overall field operations. Oversees all aspects of the seizure and forfeitures (sales, etc.) by the task for members.
- Confidential informant files; support operations; scheduling assignments; planning and schedule training.
- Strategic planning for resource deployment and organizational objectives.
- Make official visits to out of county agent offices.
- Help agents achieve their goals; maintain time sheets and evaluations for all task for members. Provide guidance.
- Review all search warrants. Assist in all covert and over operations. Intelligence and information sharing.
- Work closely with the other 29 Auto theft Task Forces within the State of Texas. Be actively involved with the ABTPA Board and TAVTI.

FIELD AGENTS (40 hours / week, 100%):

- Investigate criminal activity related to Auto Theft primarily, but not limited to their geographical area.
- Perform salvage inspections. Bait vehicle operations. Locate chop shops. Conduct training classes. Perform covert and overt interdiction assignments. Plan and conduct surveillance operations for burglary of vehicle (BOV's). Write search warrants.
- Investigate insurance fraud and arson cases related to auto theft. Aid in public awareness presentations and events.

PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):

- Gather and prepare monthly reports. File all paperwork related to but not limited to goals set forth through the grant. Serves as a notary.
- Conduct public awareness events throughout the 17-county area. Coordinate with local media for coverage of public awareness events.
- Prepares requisitions for all equipment, clothing and office supplies ordered for the Task Force. Receives all items. Monitors inventory.
- Webmaster for the website, www.scattf.org.

2. Fringe Benefits Narrative
(Describe fringe benefits and how expenses were calculated).

Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are Medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE A - OVERTIME NARRATIVE

REQUIRED NARRATIVE: Provide a brief summary on the use of overtime funds.

1. Include description of work activity to be conducted.
2. Estimate number of hours and cost for overtime activities.

Overtime will be used for:

- Bait Vehicle / Trailer Operations
- Burglary of Vehicle surveillance
- After-hours call outs for Auto Theft and Burglary of Vehicle
- Late calls and hold overs for investigators
- Public Awareness events, to include those held after normal business hours and on weekends

Requested Amount	$10,000	Equals hours available
(Average hrly wage x time and a half)	$29.26 x 1.5)	~228 hours



AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

Description of Service	(1) ABTPA Funds	(2) Cash Match	(3) In-Kind Match	(4) TOTAL
(A)				
(B)				
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES				

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE B PROFESSIONAL AND CONTRACTUAL SERVICES NARRATIVE

REQUIRED NARRATIVE: Briefly describe any anticipated contractual arrangement and work products expected. Describe basis for arriving at the cost of each line item. Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs, if any.

N / A

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C

TRAVEL

1. In-State Travel (Specify clearly and use continuation pages if necessary)

		(1)	(2)	(3)	(4)
Purpose	**Destination**	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
TAVTI Conference	El Paso	5,336			$5,336
ABTPA Annual Summit	TBA	4,620			$4,620
Border Solutions Meeting	TBA	544			$544
Dallas Car Show	Dallas	364			$364
TOTAL In-State Travel		$10,864			$10,864

2. Out-of-State Travel (Specify clearly and use continuation pages if necessary)

		(1)	(2)	(3)	(4)
Purpose	**Destination**	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
None					
TOTAL Out-Of-State Travel					
TOTAL TRAVEL BUDGET		**$10,864**			**$10,864**

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE C TRAVEL NARRATIVE

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem. Describe travel purposes and expense calculations (example: purpose, number of participants, number of days/nights, costs for lodging/per diem, transportation, parking, etc.

Travis County policy allows the state contracted room rate plus taxes and parking expenses. If no government rate is quoted, the county will pay the quoted room rate. Meal expenses reimbursed only when the employee is required to be away from home overnight. Per diem and mileage will be reimbursed in accordance with the Travis County Travel Policy current at the time of travel for the purpose of this request. The rates effective October 1, 2012 ($46 per day and 0.55 per mile) are used. All members of the Sheriff's Combined Auto Theft Task Force are considered employees of Travis County and should be allowed to travel as such.

Purpose for Travel	# of Nights	Travel	Per Diem	Lodging	Misc Expense	TOTAL
TAVTI Conference El Paso	5	-0-	$1,656	$2,325	$1,355	$5,336
Border Solutions Meeting TBD	1	-0-	$184	$310	$50	$544
ABTPA Annual Summit TBD	4	-0-	$1,840	$2,480	$300	$4,620
Dallas Car Show Dallas	1	-0-	$184	$155	$25	$364

IN-STATE Travel

TAVTI Conference – Six task force members to attend the conference in El Paso. Miscellaneous expenses include registration ($1,055) and hotel parking expenses.

Border Solutions Meeting – The task force sergeant and one other member will attend this meeting, location to be determined. Miscellaneous expenses include hotel parking expenses.

ABTPA Annual Summit – Eight task force members to attend the conference, location to be determined. Miscellaneous expenses include hotel parking expenses.

Dallas Car Show – Two task force members to attend the Annual Dallas Car Show. Miscellaneous expenses include hotel parking expenses.

OUT-OF-STATE Travel

There will be no out of state travel this year.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D

EQUIPMENT PURCHASES

	(1)	(2)	(3)	(4)
Equipment Name or Description and Quantity (Do Not List Brand Names)	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Patrol Truck (9)	343,980			$343,980
(B) iPad (2)	1,000			$1,000
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL EQUIPMENT PURCHASES	**$344,980**			**$344,980**

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE D EQUIPMENT NARRATIVE

REQUIRED NARRATIVE: Briefly describe the use of equipment and the cost of each line item.

Patrol Trucks – replacement trucks for investigators. We have not purchased new vehicles since 2007 and all vehicles are currently over 100,000 miles. The trucks will be assigned to the investigators within the task force, who together cover a 17-county region. The local sheriff offices will cover the cost of fuel, insurance and maintenance. Due to recent budget cuts within the sheriff's offices these vehicles would be of great benefit in our continued effort to combat vehicle theft. They are $38,220 each x 9 equals $343,980.

iPad – replacement for laptops. It offers a lighter, more portable machine and can go anywhere. A productive device for "work-on-the-go". This device will be provided to the sergeant and the public awareness coordinator to allow them to work from remote locations such as meetings or PR events. They are $500 each x 2 equals $1,000.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E

SUPPLIES AND DIRECT OPERATING EXPENSES

	(1)	(2)	(3)	(4)
Directly Charged Supplies and Other Operating Expenses	**ABTPA Funds**	**Cash Match**	**In-Kind Match**	**TOTAL**
(A) Fuel and maintenance	9,623			$9,623
(B) Cellular airtime	14,500			$14,500
(C) Public Awareness Funds	6,000			$6,000
(D) Confidential Informant Funds	5,000			$5,000
(E) COPsync	1,037			$1,037
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
TOTAL SUPPLIES AND DIRECT OPERATING EXPENSES	**$36,160**			**$36,160**

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE E SUPPLIES AND DIRECT OPERATING EXPENSES NARRATIVE

REQUIRED NARRATIVE: Briefly describe the basis for arriving at the cost of each line item AND THE USE OF EACH ITEM.

For BOTH the Public Awareness Vehicle and the Bait Car – funds for fuel and maintenance. The **PUBLIC AWARENESS VEHICLE** is used to tow the trailer to aid in the public awareness events. We estimate 140 gallons per month, x 12 month, at $3.85 per gallon, equals $6,468 plus $1,000 for maintenance. The **BAIT CAR** is used for undercover operations and surveillance. We estimate 25 gallons per month, x 12 months, at $3.85 per gallon, equals $1,155 plus $1,000 for maintenance.

Cellular Airtime – for phones, laptops, trackers, the bait car and the iPads. Cell phones are supplied to members of the task force. The average fee is $676.21 per month, x 12 months, equals $8,114.52. The task force members are provide mobile computers to allow them internet access and the ability to access email from the field. Airtime for the bait car and for the trackers is also generated from a cellular account. The average fee is $400.98 a month, x 12 months, equals $4,811.76. Airtime for the newly purchased iPads will also be included in this cellular account. The fee is $37.99 a month, x 12 months, equals $455.88 per iPad, x 2 equals $911.76. We have budgeted an additional $661.99 to offset the cost of text messaging that has been added to the cellular plans for the trackers and the bait car.

Public Awareness Funds – Public Awareness Funds will be used to purchase items to be used to increase awareness regarding auto thefts and burglary within our 17-county area such as community gatherings, fairs, festivals, etc.

Confidential Funds – used in accordance with Travis County Sheriff's Office Policy. All funds will be tracked and reported. Will be used for things such as undercover operations, surveillance and informant payments. All uses must be approved by the Task Force Sergeant and receipts will be provided.

COPsync – two of our agencies (Guadalupe and Comal) no longer have access to a system that allows them access for checking for stolen vehicles, license plates, driver's license and wanted persons. We can use COPsync through the Gonzales County Sheriffs' Office (Gonzales County is a member of our task force). The initial start-up fee is $99, x 2, equals $198. Service fee is $34.95 per month, x 12 months, equals $419.40 per unit, x 2 units equals $838.80.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SCHEDULE F NARRATIVE

Currently ABTPA does not fund indirect costs, except for the Council of Governments agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N / A

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

I. To be considered for funding, a proposed grant project:

1. Must address a problem that is clearly identified, is measurable and is supported by relevant statistical evidence;
2. Must minimize duplication or overlapping of existing programs;
3. Must have a design wherein the activities and objectives are realistic and attainable;
4. Preferably should, but is not required to, be innovative in its concept/ design/operation; (a project is considered innovative if it provides a new and different strategy or approach that prevents, deters, intervenes, or stops a criminal act from occurring);
5. Must have a cost structure which is realistic when compared to its goals;
6. Must cooperate and coordinate its activities with other appropriate agencies/projects;
7. Must include a proposed evaluation design that provides relevant data to measure the effectiveness of the project and a plan for performing such evaluation; and,
8. Must include measurable objectives to reach the standard goals of the authority's mission, listed below for each category of funding:

STANDARD GOALS FOR CATEGORIES LISTED BELOW:
The categories below reflect more enforcement activity, thus the suggested goals are directed more towards similar activities.

(T01) LAW ENFORCEMENT, DETECTION AND APPREHENSION; (T03) PREVENTION, ANTI-THEFT DEVICES AND AUTOMOBILE REGISTRATION; (T04) REDUCTION OF THE SALE OF STOLEN VEHICLES AND PARTS

Goal 1: Reduce the incident of Motor Vehicle Theft.
Goal 2: Reduce the incident of Theft from a Motor Vehicle.
Goal 3: Public Awareness methods used to educate the citizens of Texas and training of qualified personnel in the detection and prevention of auto burglary & theft.
Goal 4: Help increase the recovery rate of stolen motor vehicles
Goal 5: The number of persons arrested from motor vehicle theft.
Goal 6: The clearance rate of motor vehicle thefts
Goal 7: Prevent the incident of fraudulent titles and registration of stolen vehicles.
Goal 8: Reduce the incident of automobile insurance fraud.

(T02) PROSECUTION, ADJUDICATION AND CONVICTION

Goal 1: Prosecute auto burglary & theft cases as presented by law enforcement.
Goal 2: Accept referrals on at least auto burglary & theft cases as presented.
Goal 3: Obtain indictments involving organized auto theft rings and/or insurance fraud.
Goal 4: Obtain convictions on auto burglary & theft cases.

(T05) PUBLIC AWARENESS AND CRIME PREVENTION

Goal 1: Public Awareness methods used to educate the citizens of Texas and training of qualified personnel in the detection and prevention of auto burglary & theft.
Goal 2: Assists ABTPA grantees with public awareness activities across the state.
Goal 3: Raise awareness of vehicle crimes and knowledge of prevention methods.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

II. The Program Narrative should present the information by which the eligibility and merit of the project can be assessed. Applications will be evaluated for funding consideration, according to the congruence of the project with the criteria stated above. The Program Narrative should include but is not limited to the following information:

1. PROBLEM STATEMENT & HISTORICAL INFORMATION:

(Please limit information to 300 words)

a. Provide an assessment of the auto theft problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographic target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTC 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works for the City of Austin only. We work the unincorporated areas.

c. Describe and document trends of the problem and the need that makes this grant necessary.

Our area is mainly small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Since DPS – MVT is now obsolete, we are the ones called upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields.

d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g., cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	FY10	FY11	FY12
Number of Stolen Vehicles	536	458	217
Number of Recovered Vehicles	724	596	329
Number of Arrests	161	128	79
Number of Auto Theft Training Classes	12	15	8
Number of *(other)*	185	371	131

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

Theft from a Motor Vehicle Data	FY10	FY11	FY12
Number of Burglaries of a Vehicle	1,597	1,301	563
Number of Recovered Items	Did not track this data		
Number of Arrests	15	9	7
(other) Value of recovered parts		153,97	$31,240,
(other) Value of stolen parts	$493,663	$762,577	$516,933

Other Motor Vehicle Crimes	FY10	FY11	FY12
68A Inspections	827	884	843
Salvage Inspections	45	41	15
Number of Stolen Vehicle Inquiries	BATIC only		
(other) Gateway Crimes	59	63	32

PROGRAM NARRATIVE

2. PROPOSED OBJECTIVES:

- The applicant must provide specific objectives for the project that are consistent with the proposal. The objectives should reflect the overall impact that you intend the project to attain in reaching the standard goal for the authority.
- The objectives should explain how the goal will be accomplished. The activities described should support the goal and be Specific, Measurable, Action-oriented, Realistic, and Time-oriented.
- The applicant must include an objective that addresses ***auto theft, auto burglary, and crime prevention*** that you intend the project to attain.

a. State the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

See attached narrative.

b. Describe how the project will impact the stated problem.

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

c. Describe proposed plan for auto theft crime prevention, education and training.

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

PROGRAM NARRATIVE

3. FUNCTIONS OF PROPOSED PROJECT:

The functions of the project should: **(Please limit information to 300 words)**

- Identify the service needs to be met by this project and the applicant's experience or qualifications.
- Describe how this project will cooperate / coordinate activities with other appropriate agencies/projects.
- Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

See attached narrative.

4. EVALUATION DESIGN:

- The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

An important aspect in evaluating a program of this magnitude is whether the participating agencies (other Sheriff's) perceive the program as one that is worthwhile in their county and whether all counties coordinating efforts with each other are for the good of all involved. We will continue to host bi-yearly Board of Governor's meetings to discuss agenda items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

b. Cite relevant data that will be used to measure the effectiveness of this project.

We keep month statistics to track the progress of the unit and to monitor the county, our region and the state as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

c. Describe the mechanism to evaluate the program's progress.

We will continue to track our monthly, quarterly and yearly statistics. We will ensure our goals are reached each year (for example knowing how many public relations events or salvage inspections have been conducted). We will also use feedback from our bi-yearly Board of Governor's Meetings.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

DESIGNATION OF GRANT OFFICIALS

ABTPA rules require that three persons be designated to the positions of Authorized Official, Project Director, and Financial Officer for the purposes of administering a grant. The Project Director and the Financial Officer may not be the same person, but under extenuating circumstances, one person may otherwise fill two positions. In accordance with the criteria and definition of responsibilities set forth in the Financial and Administrative Requirements section of the ABTPA Grant Application and Administration Guidelines governing submission of this application, the following designations are made:

APPLICANT: Travis County

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force

Project Director

Phyllis	Clair
First Name	**Last Name**
Major, Travis County Sheriff's Office	
Title and Agency	
PO Box 1748 | 5555 Airport Blvd	
Business Address (Street or P. O. Box)	
Austin	TX 78767
City	**State Zip**
Office 512.854.9759	Fax 512.854.3289
Telephone and Fax Numbers	
Phyllis.Clair@co.travis.tx.us	
E-Mail	

Project Manager

Tommy	Wooley
First Name	**Last Name**
Sergeant, Travis County Sheriff's Office	
Title and Agency	
PO Box 1748 | Collier Bldg	
Business Address (Street or P. O. Box)	
Austin	TX 78767
City	**State Zip**
Office 512.854.7423	Fax 512.854.7410
Telephone and Fax Numbers	
Tommy.Wooley@co.travis.tx.us	
E-Mail	

Financial Officer

Susan	Spataro
First Name	**Last Name**
County Auditor, Travis County	
Title and Agency	
PO Box 1748	
Business Address (Street or P. O. Box)	
Austin	TX 78767
City	**State Zip**
Office 512.854.9125	Fax 512.854.9164
Telephone and Fax Numbers	
Susan.Spataro@co.travis.tx.us	
E-Mail	

Authorized Official

The Authorized Official is the Chief Executive Officer, or designee of the Agency.

Samuel T.	Biscoe
First Name	**Last Name**
County Judge, Travis County	
Title and Agency	
PO Box 1748	
Business Address (Street or P. O. Box)	
Austin	TX 78767
City	**State Zip**
Office 512.854.9555	Fax 512.854.9535
Telephone and Fax Numbers	
Sam.Biscoe@co.travis.tx.us	
E-Mail	

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

AMERICANS WITH DISABILITIES ACT CERTIFICATION

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

Authorized Official **Date**

Travis County

Grantee

Sheriff's Combined Auto Theft Task Force

Project Title

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

Authorized Official _____ **Date** _____

Travis County

Grantee

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

COMPLIANCE REQUIREMENT

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1) **Salaries are in accordance with local policy of the participating agencies.**

2) **Personnel are classified in accordance with the needed qualification for the position.**

3) **Fringe Benefits are in accordance with local policy of the participating agencies.**

4) **Travel Policy is in accordance with the travel policy of the participating agencies.**

_____ _____

Authorized Official **Date**

Travis County

_____

Grantee

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, _____, certify that:

This agency employs fewer than 50 people; therefore, the _____ (Agency)

is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of $25,000; therefore, the County of Travis (Agency) has formulated an equal employment opportunity

program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of:

Diana Poirot
(name)

Director of Human Resources
(title)

PO Box 1748 | Austin | TX | 78767
(address)

for review or audit by an official of the Automobile Burglary & Theft Prevention Authority as required by relevant laws and regulations.

PROJECT TITLE: Sheriff's Combined Auto Theft Task Force

Authorized Official (signature)

Project Director (signature)

Date

Date



AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. **A grantee and subgrantee must comply with ABTPA grant rules and UGMS.**

2. **A grantee and subgrantee must 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 persons 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 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.**

3. **A grantee and subgrantee must insure 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.**

4. **A grantee and subgrantee must 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.**

5. **A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.**

6. **No health and human services agency or public safety or law enforcement agency may contact 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.**

7. **A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.**

SPECIAL CONDITION

ASSURANCES (continued)

8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section ____.36 for additional guidance on contract provisions.)

9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 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 and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.



AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES (continued)

13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) 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. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION



ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Authorized Official _____ Date _____

[redacted]

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

INDEPENDENT ANNUAL AUDIT CERTIFICATION

The grantee hereby assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, PL 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. X — Grant(s) expenditures of $300,000 or more in federal funds - An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. _____ Grant(s) expenditures of $300,000 or more in state funds - An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3. _____ Grant(s) expenditures of less than $300,000 in federal funds - Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4. _____ Grant(s) expenditures less than $300,000 but $50,000 or more in state funds - A program-specific audit.
5. _____ Grant(s) expenditures less than a total of $50,000 in state funds - Financial Statements audited in accordance with Generally Accepted Auditing Standards (GASS).

***NOTE*: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than $300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal Award.**

Authorized Official (signature)	**Financial Officer (signature)**
Date	**Date**
Travis County	SA-T01-1069-13
Grantee Organization	**Grant Number**

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

AUTOMOBILE BURGLARY & THEFT PREVENTION AUTHORITY
Application for State Assistance

ATTACHMENT

Program Narrative

II. **The Program Narrative should present the information by which the eligibility and merit of the project can be assessed. Applications will be evaluated for funding consideration, according to the congruence of the project with the criteria stated above. The Program Narrative should include but is not limited to the following information:**

1. PROBLEM STATEMENT & HISTORICAL INFORMATION: (Please limit information to 300 words):

a. Provide an assessment of the auto theft problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographic target area.

This is the Task Forces' 16th year of participation in the grant process. Which we believe not only shows commitment to our local county and surrounding agencies; but the state as a whole. There are 17-Counties included within the SCATTF jurisdiction. Each agent is physically located within the county they are employed by and all (agents) assist with contiguous counties. The Task Force Sergeant manages all of the investigators, and the public awareness coordinator. Members of the task force are also TAVTI board members and directors.

Because the SCATTF has inter-local agreements with the included counties, the task force is able to operate smoothly and with joint effort; removing jurisdictional limitations which thieves attempt to use against law enforcement, by allowing officers to cross county lines. This continues to be a challenge as growth in the regions is continuing.

The most effective tool in the prevention of Auto Theft and Burglary of Vehicles is education and the SCATTF has worked, and will continue to work, diligently to educate the public and other law enforcement agencies in the auto theft prevention techniques.

Some highlight goals and objectives are:

- Continue to attend VIN etchings and HEAT registration programs. These continue to be great ways for us to make contact with citizens, as well as other media events.
- Conduct covert and overt surveillance with both the bait car and bait trailer.
- Continued use of the sign boards in high crime areas notifying the residents of an increased number of auto thefts or burglary of vehicles. We also alert them if there is a bait car in the area. They have proven to be extremely effective when deployed.
- Work additional day and night time surveillance in areas known to have a high number of incidents; as well as conduct sting operations.
- Continuation of salvage inspections and investigations of unlicensed operations.

ATTACHMENT

- Vigilance in title and license plate operations.
- Insurance fraud investigations; working closely with the NICB. Will also work closely with arson investigators as needed.

Program Narrative

2. PROPOSED OBJECTIVES:

a. State the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

Goal 1: Reduce the incident of motor vehicle thefts

Objective 1: Locate and shut down chop shops (6)

Objective 2: Conduct salvage inspections (20)

Objective 3: Conduct interdiction activities (100)

Goal 2: Reduce the incident of theft from a motor vehicle

Objective 1: Conduct tire sting operations (6)

Objective 2: Conduct burglary of vehicle surveillance operations (10)

Objective 3: Conduct bait car sign operations using the sign boards (5)

Goal 3: Public Awareness methods used to educate the citizens of Travis County and training qualified personnel in the detection and prevention of auto theft and burglary of vehicle

Objective 1: Public awareness events (100)

Objective 2: Training for officers (10)

Objective 3: Reach (500,000) through media outreach, training and PR events

Goal 4: Help increase the recovery rate of stolen motor vehicles

Objective 1: Conduct VTR 68-A inspections (300)

Objective 2: Recover stolen vehicles (500)

Objective 3: Other routine vehicles inspected (1,500)

ATTACHMENT

Goal 5: Number of persons arrested for motor vehicle theft

Objective 1: Warrant arrests (10)

Objective 2: Bait vehicle operations (12)

Objective 3: Conduct field operations (15)

Goal 6: Clearance rate of motor vehicle thefts

Objective 1: Work auto theft related cases (650)

Objective 2: File auto theft cases (50)

Objective 3: Assist other Law Enforcement agencies (750)

Goal 7: Prevent the incident of fraudulent titles and registration of stolen vehicles

Objective 1: Fraudulent title inspections (5)

Objective 2: Fraudulent dealer license plate cases / citations (10)

Objective 3: Conduct fraudulent license plate classes for LE officers (4)

Goal 8: Reduce the incidents of automobile insurance fraud

Objective 1: Collaborate with NICB on a quarterly basis (4)

Objective 2: Investigate or assist with arson cases (4)

Objective 3: Investigate or assist with insurance fraud cases (2)

Program Narrative

3. FUNCTIONS of PROPOSED PROJECT:

The functions of the project should: **(please limit information to 300 words)**

- Identify the service needs to be met by this project and the applicant's experience or qualifications.
- Describe how this project will cooperate / coordinate activities with other appropriate agencies / projects.
- Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all projects activities and in its staffing and training.

ATTACHMENT

- Crime prevention, education and training will be major focuses of the Task Force. We will attempt to reach as many citizens as possible with public awareness presentations and media releases; educating them in the causes of and solutions for Auto Theft and Burglary of Vehicle.
- Conducting salvage inspections, training classes and performing covert and overt surveillance. VTR-68A Inspections and locating chop shops will remain a function of the field agents. There is over 80 years of combined experience among our field agents, three of them are experts.
- SCATTF has an outstanding working relationship with the Austin Police Department's Auto Theft Interdiction Unit, the Texas Department of Transportation (Investigators); as well as other Auto Theft Task Forces. We also have an outstanding working relationship with the local and surrounding officers / deputies. We schedule highway interdictions and/or salvage inspections and routinely invite DPS and local agencies to participate.
- SCATTF is an innovative program with the 17-County Task Force working together to combat Auto Thefts and Burglary of Vehicles. The Task Force enables the counties to have a focused and cooperative effort on a specialized segment of crime, yet is tailored to meet the needs of each participant. Each Sheriff involved has commented on the cohesiveness and the work performance the task force provides.
- The task force continually works with other agencies within the state. These operations and cooperation allow the task force agents to learn from each other; fostering relationships that assists in the sharing of information not only in our area but the state as a whole.
- The Texas Commission on Law Enforcement Standards mandates all licensed peace officers participate in a cultural awareness class at a minimum of every other year. Federal law requires that a racial profiling form be completed on all traffic stops made.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☒	Continuation Grant: ☐
Department/Division:	Juvenile Probation	
Contact Person/Title:	Lisa Eichelberger, Planning and Resource Manager	
Phone Number:	854-7054	

Grant Title:	Travis County Juvenile Probation Department Youth Reentry Program			
Grant Period:	From:	10/1/2012	To:	3/31/2015
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	U.S. Department of Labor			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$448,276	$0	**0**	0	$448,276
Operating:	$578,689	0	**0**	0	$578,689
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	$20,539	0	**0**	0	$20,539
Total:	$1,047,504	$0	**0**	$0	$1,047,504
FTEs:	3.00	0.	**0**	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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
Applicable Depart. Measures		12/31/11	3/31/12	6/30/12	9/30/12	
Average length of stay in job skills programming	60	n/a	n/a	n/a	n/a	60
Number of program youth served	85	n/a	n/a	n/a	n/a	85
Number of youth completing program requirements	50	n/a	n/a	n/a	n/a	50
Number of staff receiving Motivational Interviewing training	50	n/a	n/a	n/a	n/a	50
Measures For Grant						
Average length of stay in job training program (in days).	60	n/a	n/a	n/a	n/a	60
Outcome Impact Description	To provide effective programming over a period of time to increase youths' skill sets.					
Number of program youth served.	85	n/a	n/a	n/a	n/a	85
Outcome Impact Description	Youth with a minimum of one adjudication and 14-17 years old will benefit from vocational programs/education when they successfully reenter into the community.					
Number of program youth completing program requirements.	50	n/a	n/a	n/a	n/a	50
Outcome Impact Description	Youth completing the program will have the skills necessary to apply for employment.					
Number of staff receiving Motivational Interviewing training	50	n/a	n/a	n/a	n/a	50
Outcome Impact Description	Motivational Interviewing techniques are designed to enhance youths' commitment to change.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a new grant application to the U.S. Department of Labor, to create a youth reentry program. The proposed program will include targeted and enhanced mental health and substance abuse services, workforce development, individualized education plans, and post-release case management services that will promote successful reintegration into the community.

This grant complements current services for youth provided by Travis County, and will allow the Department to expand the Travis County Eagle Resource. The grant will pay for three new FTE: a Casework Manager (Re-entry Career Placement Specialist), Senior RTO (Re-entry Specialist), and JPO III (Re-entry JPO).

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?

Travis County Juvenile Probation Department is requesting approval of a new grant application for the U.S. Department of Labor in the amount of $1,047,504. The goal of the program is to increase public safety, improve long-term labor market prospects, and reduce recidivism through targeted and enhanced mental health and substance abuse services, workforce development, individualized education plans, and post-release case management services. This grant's objective compliments current services for youth in the facility. It will allow the Department to expand the Travis County Eagle Resource. Three new staff funded 100% by grant are included in this grant proposal: Casework Manager (Re-entry Career Placement Specialist), Senior RTO (Re-entry Specialist), and JPO III (Re-entry JPO).

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

N/A. There are no long term County commitments.

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.

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

A 2% indirect cost rate has been calculated at $20,539.

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 program will not discontinue upon discontinuation of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

These services will expand upon current programming provided by the Travis County Eagle Resource program.

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life

skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth who are at the viable age of employment and reintegrate them back into the community with the vocational skills, education attainment, and needed case management services. Providing mental health treatment, vocational skills and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Darryl Beatty for E P Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Lisa L. Eichelberger
Lisa Eichelberger
Planning and Resource Manager

SUBJECT: Travis County Juvenile Probation Department Youth Reentry Program

DATE: April 17, 2012

Attached is an FY13 application for Travis County Juvenile Probation Department Youth Reentry Program. Based on the U.S. Department of Labor announcement, the Juvenile Probation Department is eligible to apply for $1,047,504, with no required County match. The requested funding will allow for a more effective reintegration of juvenile offenders being released from residential placement back into the community. This funding will be provided over a thirty month period.

The goal of the program is to increase public safety, improve long-term labor market prospects, and reduce recidivism through targeted and enhanced mental health and substance abuse services, workforce development, individualized education plans, and post-release case management services. This program will provide services to youth between the ages of 14 and 17 with a sufficient number of the participants being females. The funding will increase and enhance the services available in the existing ISC Eagle Resource program.

Please review this item and place it on the **May 1, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Lisa Eichelberger at 4-7054 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Rhett Perry, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief
Cory Burgess, Division Director
Ena Brent, Project Coordinator
Sylvia Mendoza, Financial Manager
Michael Williams, Financial Analyst
Grant File

GRANTS.GOV

Grant Application Package

Opportunity Title:	Serving Adult and Youth Ex-Offenders through Strategies
Offering Agency:	Employment and Training Administration
CFDA Number:	17.270
CFDA Description:	Reintegration of Ex-Offenders
Opportunity Number:	SGA-DFA-PY-11-12
Competition ID:	
Opportunity Open Date:	03/22/2012
Opportunity Close Date:	05/04/2012
Agency Contact:	Mamie Williams Grants Management Specialist E-mail: williams.mamie@dol.gov Phone: 202-693-3341

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

*** Application Filing Name:** Travis County Youth Reentry Program

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

- Budget Narrative Attachment Form
- Budget Information for Non-Construction Program
- Application for Federal Assistance (SF-424)
- Other Attachments Form
- Project/Performance Site Location(s)
- Project Narrative Attachment Form

Optional Documents

- Faith Based EEO Survey

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

- Disclosure of Lobbying Activities (SF-LLL)
- Attachments

Instructions

1 **Enter a name for the application in the Application Filing Name field.**

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2 **Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3 **Click the "Save & Submit" button to submit your application to Grants.gov.**

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Travis County
* b. Employer/Taxpayer Identification Number (EIN/TIN):	74-6000192
* c. Organizational DUNS:	0309088420000

d. Address:

* Street1:	2515 South Congress Avenue
Street2:	
* City:	Austin
County/Parish:	
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78704-5513

e. Organizational Unit:

Department Name:	Division Name:
Juvenile Probation	Residential Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	Estela
Middle Name:	P.		
* Last Name:	Medina		
Suffix:			

Title:	Chief Juvenile Probation Officer
Organizational Affiliation:	
* Telephone Number:	512-854-7069
Fax Number:	
* Email:	estela.medina@co.travis.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Employment and Training Administration

11. Catalog of Federal Domestic Assistance Number:

17.270

CFDA Title:

Reintegration of Ex-Offenders

*** 12. Funding Opportunity Number:**

SGA-DFA-PY-11-12

* Title:

Serving Adult and Youth Ex-Offenders through Strategies Targeted to Characteristics Common to Female Ex-Offenders

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Attachment 1 Areas Affected by Project SF42 | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Travis County Youth Reentry Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-010 | b. Program/Project: TX-010

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2012 | * b. End Date: 03/31/2015

18. Estimated Funding ($):

* a. Federal	1,047,504.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,047,504.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Judge
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	County Judge
* Telephone Number:	512-854-9555
Fax Number:	512-854-9535
* Email:	sam.biscoe@co.travis.tx.us
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-010 b. Program/Project: TX-010

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2012 * b. End Date: 03/31/2015

18. Estimated Funding ($):

* a. Federal	1,362,754.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,362,754.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [x] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Judge
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	County Judge
* Telephone Number:	512-854-9555
Fax Number:	512-854-9535
* Email:	sam.biscoe@co.travis.tx.us
* Signature of Authorized Representative:	
* Date Signed:	

Other Attachment File(s)

*** Mandatory Other Attachment Filename:** Project Abstract.docx

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

OMB Number: 4040-0010
Expiration Date: 08/31/2011

Project/Performance Site Location(s)

Project/Performance Site Primary Location ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Travis County Juvenile Probation Department

DUNS Number: 0309088420000

* Street1: 2515 South Congress Avenue

Street2:

* City: Austin County: Travis

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 78704-5594 * Project/ Performance Site Congressional District: TX-010

Project/Performance Site Location 1 ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Travis County Juvenile Probation Department

DUNS Number: 0309088420000

* Street1: 8011A Cameron Road

Street2:

* City: Austin County: Travis

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 78754-3806 * Project/ Performance Site Congressional District: TX-010

Additional Location(s) Add Attachment | Delete Attachment | View Attachment

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:** Technical Proposal.docx

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:** Budget Narrative.docx

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Travis County Youth Reentry Program PLANNING PHASE	17.270	$	$	$ 228,382.00	$ 0.00	$ 228,382.00
2. Travis County Youth Reentry Program OPERATING PHASE	17.270			819,122.00	0.00	819,122.00
3.						
4.						
5. Totals		$	$	$ 1,047,504.00	$	$ 1,047,504.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

19

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) Travis County Youth Reentry Program PLANNING PHASE	(2) Travis County Youth Reentry Program OPERATING PHASE	(3)	(4)	Total (5)
a. Personnel	$ 35,048.00	$ 286,693.00	$	$	$ 321,741.00
b. Fringe Benefits	13,635.00	112,900.00			126,535.00
c. Travel		10,000.00			10,000.00
d. Equipment	15,009.00	0.00			15,009.00
e. Supplies	2,100.00	23,340.00			25,440.00
f. Contractual	158,112.00	293,868.00			451,980.00
g. Construction	0.00	0.00			
h. Other	0.00	76,260.00			76,260.00
i. Total Direct Charges (sum of 6a-6h)	223,904.00	803,061.00			$ 1,026,965.00
j. Indirect Charges	4,478.00	16,061.00			$ 20,539.00
k. TOTALS (sum of 6i and 6j)	$ 228,382.00	$ 819,122.00	$	$	$ 1,047,504.00
7. Program Income	$ 0.00	$ 0.00	$	$	$

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Travis County Youth Reentry Program PLANNING PHASE	$ 0.00	$	$	$ 0.00
9. Travis County Youth Reentry Program OPERATING PHASE	0.00	0.00	0.00	0.00
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 418,833.00	$ 50,000.00	$ 178,382.00	$ 90,451.00	$ 100,000.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 418,833.00	$ 50,000.00	$ 178,382.00	$ 90,451.00	$ 100,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. Travis County Youth Reentry Program PLANNING PHASE	$ 228,382.00	$ 0.00	$ 0.00	$ 0.00
17. Travis County Youth Reentry Program OPERATING PHASE	190,451.00	419,966.00	208,705.00	0.00
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 418,833.00	$ 419,966.00	$ 208,705.00	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges: See attached indirect cost. Provisional

23. Remarks: For indirect costs we are requesting only 2% for all Travis County Juvenile Probation grants

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: Travis County Juvenile Probation Department

*Street 1: 2515 South Congress Avenue Street 2:

*City: Austin State: TX: Texas Zip: 78704-5594

Congressional District, if known: TX-010

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

U.S. Department of Labor

7. * Federal Program Name/Description:

Reintegration of Ex-Offenders

CFDA Number, *if applicable:* 17.270

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: *First Name: n/a Middle Name:

*Last Name: n/a Suffix:

*Street 1: Street 2:

*City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: *First Name: n/a Middle Name:

*Last Name: n/a Suffix:

*Street 1: Street 2:

*City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** Prefix: *First Name: n/a Middle Name:

*Last Name: n/a Suffix:

Title: **Telephone No.:** **Date:** Completed on submission to Grants.gov

ATTACHMENTS FORM

Instructions: On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1		Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2		Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3		Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4		Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5		Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

Question 14 on the SF-424: Areas Affected by the Project

City of Austin, Travis County

Project Abstract

The Travis County Juvenile Probation Department (TCJPD) discharges on average 430 youth from juvenile facilities annually, with forty percent being released from the TCJPD Intermediate Sanctions Center (ISC). During FY 2011, 152 juveniles were discharged from ISC (18% or 27 females). Nearly all juveniles discharged from ISC in FY 2011 were high or medium risk (141 of 148), and over three-fourths (115 of 152) had been referred for a felony offense prior to placement in ISC. Youth leaving a residential correctional facility encounter multiple challenges, including the transition from childhood to adulthood, the transition of reentry into the community from a correctional facility, and the issue of dealing with complex systems (mental health, substance abuse, education, etc.) without the structured support of the correctional facility.

Historically, the juvenile justice and human services systems have been a web of independent agencies and entities with separate responsibilities and eligibility criteria and no continuity of process for referrals. Reentering offenders must navigate this complex system of services on their own. For juveniles to be successful outside of placement, they need a system of support that includes prerelease assessment, transition planning, education and vocational training, and in-house programming, as well as post release wrap-around treatment and support services.

The mission of the **Youth Reentry Program**, which serves any juvenile in the ISC, regardless of gender or age in Travis County, Texas, is to enhance public safety and reduce recidivism through implementation of collaborative community-wide strategies for the effective reintegration of juvenile offenders being released from confinement into their communities. Youth in the program are identified by the assessment and court processes in Travis County. The

program has the following goals: to provide youth with resources to address mental health and substance abuse needs, to help participants finish or continue their education and develop job skills, to ensure that participants have a stable place to live after placement, and to reduce the recidivism rate among participants.

Within 30 days of a juvenile's admission, the juvenile is assessed and the Reentry Team works closely with the juvenile, the family, and the treatment staff to ensure that the goals of the transition plans are met and that the identified primary and secondary needs are addressed. Reentry Specialists collaborate with the Juvenile Probation Officer and the juvenile's family to ensure that the home for which the juvenile will return has adequate basic needs (i.e. access to food, medication, supervision, etc.) to support a successful transition. The Reentry Program provides opportunities for youth in the ISC to earn high school credits or a GED and receive vocational training in many fields. The program also conducts workshops that develop communication, creative thinking, and problem solving skills through creative outlets. The Reentry Program will offer expanded and complimentary services for transportation, stipends, barber school, and motivational interviewing training. Through these services, juveniles will reenter the community as employable citizens.

After release, juveniles will be assigned a juvenile probation officer, who conducts home, office, and school visits with juveniles to monitor their progress for the remainder of their supervision term. Post-release supervision, which lasts an average of four months, includes substance abuse services, curfew checks, competency development groups, job training, education assistance, victim mediation, transportation assistance, and other needed services. These collaborative efforts will continue between the Reentry Specialists and Juvenile Probation Officers until the conclusion of the youth's supervision period.

1. NEED IN THE GEOGRAPHIC AREA

Many studies have shown that youth involved in the juvenile justice system have a higher rate of mental health problems than the general population. Moreover, youth placed in secure facilities experience higher rates of mental health and substance abuse issues than others within the juvenile justice system. The Travis County Juvenile Probation Department (TCJPD) discharges on average 430 youth from juvenile facilities annually, with forty percent being released from the TCJPD Intermediate Sanctions Center. Upon discharge from placement, these juveniles require further supervision and other services (i.e. mental health treatment, substance abuse treatment, or housing assistance) in order to successfully reintegrate into their home communities.[1] Youth leaving a residential correctional facility also encounter multiple challenges, including the transition from childhood to adulthood, the transition of reentry into the community from a correctional facility, and the issue of dealing with complex systems (mental health, substance abuse, education, etc.) without the structured support of the correctional facility. Typically, high risk offenders have a poor prognosis for successful community reintegration and adjustment due to physical, emotional, psychological, intellectual, cognitive, and/or other developmental disorders. These juveniles find everyday decision making overwhelming and have particular trouble transferring learning from a structured setting to an unstructured setting; therefore, many gains made in the correctional environment are lost.

The Travis County Juvenile Probation Department is charged with processing and adjudicating youth aged 10 to 17 who violate the law. The geographic area for this program will be Travis County, Texas. The Intermediate Sanctions Center (ISC) is a secure placement facility at the Travis County Juvenile Probation Department. Juveniles referred to the ISC have had one or more adjudications, multiple referrals, and are generally eligible for commitment to the Texas

Juvenile Justice Department (TJJD), the state facility for youth with felony convictions. The ISC has always served male offenders and began housing female offenders in 2001. In fiscal year (FY) 2007, juvenile stakeholders across the Austin/Travis County area significantly reduced the number of youth being sent to TJJD by deferring them to ISC. Between FY 2001 and 2006, the average number of juveniles committed to TJJD annually was 94, 12% of which were female. In FY 2007, the number of juveniles committed to TJJD dropped to 54, with 9% female. In FY 2008, this number dropped even further, to 14 juveniles (1% female) sent to TJJD. As a result of this action, the ISC population has increased, as well as the number of juveniles sent to ISC with more serious charges and a higher rate of mental health or substance abuse needs.

In 2010, there were 98,577 juveniles (aged 10 – 17) in Travis County.[2] Females composed roughly half of the juvenile population (47,920 or 49%). In FY 2011, females accounted for 26% of all referrals to the Travis County Juvenile Probation Department (1,090 of 4,202). During FY 2011, 152 juveniles were discharged from ISC. Of these, 18% (27) were female. At discharge, 65% of juveniles discharged from ISC were 16 or older. Almost half of all discharged youth indicated the need for further mental health or substance abuse assessment (74 of the 150 juveniles screened). Nearly all juveniles discharged from ISC in FY 2011 were high or medium risk (141 of the 148 juveniles assessed), and over three-fourths (115 of 152) had been referred for a felony offense prior to placement in ISC. In FY 2010, juveniles discharged from the ISC were similar in most characteristics to those discharged in FY 2011. Juveniles discharged in FY 2010 had a one-year recidivism rate of 21%. Of those juveniles who recidivated, 74% had risk levels of high or medium; this information demonstrates that these youth need a specialized reentry strategy with wrap-around treatment, services, and supports determined by individual needs.

Instability at home, lack of support in school, lack of employment, and substance abuse or mental health needs can all be factors that lead juveniles to turn to crime upon release from secure placement. Historically, the juvenile justice and human services systems have been a web of independent agencies and entities with separate responsibilities and eligibility criteria and no continuity of process for referrals. Reentering offenders are required to navigate this complex system of services on their own in order to experience a successful reentry. Juveniles entering the community are often behind in school and unemployed. For juveniles to be successful outside of placement, they need a system of support that includes prerelease assessment, transition planning, education and vocational training, and in-house programming, as well as post release wrap-around treatment and support services.

2. PROJECT DESIGN

The Travis County Juvenile Probation Department Intermediate Sanctions Center (ISC) offers a variety of programs designed to meet the needs of post-adjudicated youth in Travis County. The ISC is a secured facility with a 124 bed capacity, with 34 beds dedicated for female offenders, charged with providing residential care for juveniles under formal supervision. Juveniles referred to the ISC are between the ages of thirteen and eighteen and have been assessed as medium to high risk to recidivate. The Travis County Juvenile Probation Department strives to ensure that the transition of juvenile offenders from this secured residential facility to the community is successful and promotes public safety through the implementation of collaborative community-wide strategies for effective reintegration.

The overarching goals of the ISC are to provide for public safety while holding juveniles accountable for offenses committed and equipping juveniles and their families with skills needed to reintegrate back into the community. To this end, the residential program emphasizes the

development and implementation of individualized program plans for each youth that outline short and long-term goals, personal strengths and interests, individual risks and needs, and family needs. Juveniles in the residential program must address their treatment goals and complete phases of their individualized program plans. In order to meet the needs identified in these program plans, the residential services treatment model emphasizes several cognitive behavioral curricula designed to foster pro-social, problem solving, and decision making skills.

The core curricula implemented throughout the ISC are Thinking for a Change, the Prepare Curriculum, and Pathways to Self-Discovery and Change. Each curriculum facilitates change in behavior through the use of social learning and cognitive education. Youth may receive interventions through one or all of these curricula during their residential stay. There are three treatment components for youth who are court-ordered to ISC: Behavioral Programming, Substance Abuse Treatment, and Long-Term Programming.

All youth who are ordered to ISC begin on an orientation phase. This phase lasts approximately two weeks and is under the direction of a licensed psychologist. During this phase, the treatment team, which consists of psychologists, counselors, program supervisors, probation officers, reentry specialists, and an academic counselor, reviews psychological assessments and case histories and meets with youth and family members to determine the youths' individual risks, needs, and strengths. The team also works with youth and families during the orientation phase on identifying initial goals and objectives for intervention and eventual reentry into the community. Upon completion of the orientation phase, youth are placed into the Behavioral Program, the Substance Abuse Treatment Program, or the Long-Term Program. The decision of which treatment component a youth will be placed into is based upon information gathered during the orientation phase.

Residents entering the Behavioral Program primarily utilize the Thinking for a Change (T4C) curriculum. The T4C curriculum is designed to teach individuals social and problem solving skills as well as techniques necessary to challenge and change the thoughts that lead to negative behavior. Residents who are participating in T4C groups are taught social skills (to help in dealing more appropriately with others), cognitive self-change skills (to help challenge the risk thoughts that lead to problematic behavior), and problem solving skills (focused on setting appropriate goals and managing both immediate and long term problems).

Youth who are placed in the Behavioral Program work through three phases of treatment. Phase I serves as an introduction to basic social skills as well as to the concept of cognitive self-change. In Phase II, youth learn to identify and employ new patterns of thinking. In Phase III, youth learn and practice the advanced social skill of problem solving. Throughout each phase of the Behavioral Program, youth learn about and are encouraged to use skills that will assist them in their return to the community. These skills include active listening, conflict resolution, assertive communication, and anger control.

Residents who receive treatment via the Substance Abuse Treatment Program work with the Pathways to Self-Discovery and Change (PSD-C) curriculum. The primary treatment goals of PSD-C include relapse and recidivism prevention as well as the development of life skills. Participants learn to improve communication, deal with cravings and urges, and develop a sense of empathy and personal responsibility to self and others. The PSD-C curriculum is divided into three phases. These phases coincide with the phases of the Substance Abuse Treatment Program itself and target the following areas: Meeting the Challenge to Change, Making a Commitment to Change, and Taking Ownership of Change. Each phase of the program builds upon the skills taught in the previous phase. Among other things, youth in the Substance Abuse Treatment

Program learn to identify triggers and high-risk situations (e.g., affiliation with negative social influences), how to replace maladaptive coping skills with more adaptive skills, and how to manage and change harm-directing thoughts.

Youth who are in need of Long-Term Programming, as evidenced by their risk level, offense histories, and response to prior interventions, work through multiple treatment components. Youth in the Long-Term Program begin their treatment with the Prepare Curriculum. The Prepare Curriculum presents a series of 10 course-length interventions, and numerous supplementary exercises, that are grouped into three core areas: reducing aggression, reducing stress, and reducing prejudice. The curriculum examines important issues such as behavior management, motivation, and transfer and maintenance of skills. Youth in the Long-Term Program begin their program with a series of four phases (Phase A, B, C, & D). Each phase introduces increasingly complex social and moral reasoning skills that target the following: anger control, moral reasoning, situational perception training, stress management training, problem-solving, building connections with supportive models, empathy training, and cooperation training (i.e. learning to work with others).

Once youth complete the four initial phases of the Long-Term Program, they may transfer into either the Behavioral Program or the Substance Abuse Treatment Program (outlined above). Decisions regarding a youth's treatment tract are based upon their individual needs as identified through such areas as psychological assessment, the youth's strengths and identified needs, and the youth's and family's goals for intervention.

In addition to the group work provided via the T4C, The Prepare Curriculum, and PSD-C, youth receive life skills education, individual counseling, group therapy, and family interventions (both individual family therapy and multi-family group). Youth in the Substance

Abuse Treatment Program receive 20 hours of group intervention each week; this includes life skills education, chemical dependency education, chemical dependency process groups, and multifamily therapy groups. Youth also meet for one hour each week with their primary counselor. Youth in the Behavioral Program and Long-term Program participate in CBT-groups three to four days per week. In addition, they participate in weekly groups that focus on life skills such as interviewing for a job, managing daily stressors, and resolving conflicts with others.

Cognitive behavioral therapy (CBT) is based upon the premise that thoughts, rather than external influences, lead to feelings and actions. Youth learn that they can change the way they feel and act by changing their thought patterns, even if their situations do not change. The youth entering ISC are taught to implement cognitive self-change skills in which they practice identifying and changing thoughts and attitudes that lead to problematic behavior. By employing a cognitive behavioral approach, the program addresses specific crimonegenic needs, such as antisocial attitudes, poor problem-solving skills, and maladaptive social and coping skills. In addition, youth throughout the facility receive family interventions designed to address dysfunctional family patterns, and job readiness and educational interventions designed to enhance employment skills and the likelihood of academic success.

Youth in the Behavioral and Long-Term programs also engage in weekly multifamily groups and individual counseling. Youth throughout the facility participate in extracurricular activities, such as art and classical guitar, to foster creativity and involvement in pro-social activities. Additionally, the ISC works in collaboration with several agencies (e.g., Austin Independent School District and Austin Community College) to help youth reach their academic and employment goals. By providing a broad range of services and interventions and by focusing

on individual intervention and reentry goals, the ISC equips juveniles and their families with skills needed to successfully reintegrate back into the community.

The Travis County Juvenile Probation Department firmly believes that juveniles exiting placement need a safety net of support services to ease the transition from secure placement to home living. This belief led to **the development of the Youth Reentry Program.** The mission of the Youth Reentry Program is to enhance public safety and reduce recidivism through implementation of collaborative community-wide strategies for the effective reintegration of juvenile offenders being released from confinement into their communities. The program has the following goals: to provide youth with resources to address mental health and substance abuse needs, to help participants finish or continue their education and develop job skills, to ensure that participants have a stable place to live after placement, and to reduce the recidivism rate among participants.

The **recruitment and selection strategy** for the three-phase Youth Reentry Program is open to any juvenile in residential placement in the ISC, regardless of gender or age. Youth in the program are identified by the juvenile assessment and court processes in Travis County. Phase I begins within 30 days of a juvenile's admission into residential placement. During Phase I, the juvenile is assessed and the Reentry Team begins the development of the Reentry Plan. The Reentry Team consists of a Casework Manager/Reentry Coordinator and two Reentry Specialists. The Reentry Team works closely with the juvenile, the family, and the treatment staff to ensure that the goals of the transition plans are met and that the identified primary and secondary needs are addressed. Reentry Specialists collaborate with the Juvenile Probation Officer and the juvenile's family to ensure that the home for which the juvenile will return has adequate basic needs (i.e. access to food, medication, supervision, etc.) to support a successful

transition. These collaborative efforts will continue between the Reentry Specialists and Juvenile Probation Officers until the conclusion of the youth's supervision period. In FY 2011, juveniles remained on probation for an average of 153 days after their release from placement. Female juveniles leaving ISC remained on probation for an average of 139 days.

The Youth Reentry Program has several **education and training** opportunities for juveniles who are preparing to leave residential placement. The program has implemented an on-site GED program in which students who are delinquent in their school credits have an opportunity to reenter 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 through a local community college. Juveniles on the college-bound track are provided supplemental vocational and job training skills which include career assessment and exploration, résumé and cover letter development, and mock interviews. This training not only prepares the youth to seek employment, but also equips them with tools needed (i.e. résumé, cover letter, and letter of reference) to gain employment upon reentry into the community.

All juveniles in the program, whether they will follow the GED track or traditional education, will have access to **workforce development** opportunities to prepare themselves for employment once they reenter the community. The department has collaborated with Skillpoint Alliance to provide vocational training in many fields, including construction skills, CPR and first aid certification, professional and communication skills, and safety training and certification. Juveniles are also able to enroll in food handler certification training, which will enable them to work in the food service industry upon release.

The ISC conducts Job Readiness Workshops for youth in placement; these workshops provide youth with knowledge and skills that will increase their employability after release into

the community. In addition to their studies, all youth will have access to an on-site Career Coach to help them develop career goals. Students are provided an opportunity to interact with potential employers from the community, as well as service providers, in an on-site Community Resource Fair, where they can meet local business owners and community activists willing to partner with and employ ISC students for paid employment.

Juveniles in the Youth Reentry Program will also have access to programs and courses that address **strategies of empowerment and self-development** through creative outlets. The Theater Action Project and RAP – Rhythm and Poetry workshops will help juveniles develop communication skills and decision making to improve relationships and decrease antisocial behavior. Youth Empowerment Seminars will also be conducted through the Austin ISD to bring in motivational speakers from the community to speak about values such as responsibility, respect, confidence, and motivation. Photography, creative writing, and filmmaking classes are offered to teach juveniles how to express themselves in healthy ways.

Phase II of the Youth Reentry Program begins 60 days prior to a juvenile's discharge from residential placement and consists of **strategies in case management**, including progress measurement, connection to transitional services, and preparation for reentry. During this time, the Reentry Specialist develops transition plans and facilitates the transitional staffing that occurs prior to the juvenile reentering the community, ensuring that "reach-in" services are in place. Successful reentry services require juveniles to receive a convergence of wrap-around of services, hands-on vocational skills training, on-site job/career coaching, and support services determined by individual needs. The Reentry Specialist works with the juvenile, family, and treatment team to develop a comprehensive reentry and reintegration plan for each juvenile. Juveniles are also provided an opportunity to experience different levels of restriction.

Community partners provide "reach-in" services and begin to assist the youth with a seamless transition from confinement in the facility to residing and working in the community.

The Reentry Plan will be based on the results of a reassessment and will address primary needs such as education, employment, substance abuse, behavioral change, and family support. This plan will address secondary needs as well, including clothing, housing, transportation, legal referrals, literacy training, parenting, mentoring, health care, medication, and family planning. Recommendations may be made for transitional living through the Travis County Juvenile Probation Department's non-secure Halfway House and/or supportive housing for those juveniles and families in need of additional support with transitioning home and back into the community.

Phase III is the final phase of the Youth Reentry Program and continues **follow-up services** until the termination of the juvenile's probation. It consists of monitoring and supervising juveniles who have returned to the community and providing them with follow-up services. The primary goal of this phase is to provide intensive case management services to ensure the youth become stabilized, law abiding, and drug free citizens in Travis County. In this community reintegration phase, the focus shifts to sustaining gains made in the initial release period, refining and maintaining the reentry plan, and achieving independence. The Reentry Specialist will work to ensure that the goals of the transition plan are met and that the identified primary and secondary needs are addressed. The Reentry Specialist also works closely with juvenile probation officers and reentry staff to discuss the status of each juvenile post-release.

Upon release from ISC, juveniles are assigned a juvenile probation officer, who conducts home, office, and school visits with juveniles to monitor their progress for the remainder of their supervision term. Juvenile probation officers assist juveniles in following the terms of probation

and hold them accountable for compliance. Post-release supervision includes the use of substance abuse assessments and screenings, curfew checks, school, home, and work visits, community service restitution, competency development groups, job training, education assistance, victim mediation, transportation assistance, and other needed services. While on supervision, juveniles have access to Travis County Juvenile Probation Department programs, including Anger Management, Family Preservation, and Case Management. Case Management provides support and assistance for youth and their caregivers delivered during a period of four months. This program directly links youth and family members to services and opportunities that support growth and stability, including housing, healthcare, basic needs, employment, academic assistance, financial assistance, recreation, immigration assistance, transportation, parenting classes, and more.

Currently, Travis County Juvenile Probation Department ISC receives state funding for two placement programs from the Criminal Justice Division of the Texas Office of the Governor, but would like to **expand the existing** programs and offer more educational and vocational opportunities to assist juveniles in its placement facility with the reentry process through the **Youth Reentry Program**. An additional goal of this project is to provide juvenile probation staff (including officers, counselors, and supervisors) with training in the motivational interviewing techniques designed to enhance youths' commitment to change. At this time, youth receive group interventions that incorporate motivational enhancement techniques before they are placed in ISC. These group interventions occur throughout the Travis County Juvenile Probation Department Detention Services and focus on topics such as preparing for residential treatment and understanding risky decision making. Training ISC staff in the use of Motivational

Interviewing techniques will build upon the motivational enhancement interventions provided to youth in detention while strengthening the overall programming provided throughout ISC.

Also, the Youth Reentry Program will develop a barber school, which will teach youth skills in the area of hairdressing, hairstyling, and cosmetology, as an additional vocation training program. This training will focus on teaching youth about entrepreneurial opportunities to include managing finances, small business loans, legal requirements (e.g., permits, taxes, certifications, etc.). Through this vocational service, youth are expected to gain self-confidence and learn project management and customer service skills. Youth may earn a stipend upon completion of this program and other established youth reentry vocational training programs.

Since 2007, this department has made a commitment to house juveniles locally rather than sending them to TJJD, which has resulted in an increase in the population of the ISC. As the residential population increases, the need for more classes, placement programs, and techniques to enhance motivational interventions increases, as does the population requiring follow-up services after placement. This grant funding will help expand the existing programs in the area of workforce and education activities, case management, and enhancing leadership and personal development activities for juveniles in ISC.

Based on experience, we have learned that a single program approach during placement is not sufficient for all juveniles to successfully reenter their communities. The proposed program provides a supportive environment where youth can focus on behavioral change, education, vocation, job readiness training, life skills, various other activities, and family support. Staff and families will work as a team to improve family functioning through a comprehensive parenting component, individual counseling, and collaboration in the decision-making process. Juveniles in placement will be able to complete their schooling and learn

valuable vocational skills necessary for employment after release. A holistic approach to addressing delinquency of juveniles is a continuum of youth services that emphasizes keeping youth in their home communities while balancing interest of rehabilitative needs with public safety.

3. PARTNERSHIPS

The Intermediate Sanctions Center (ISC) of the Travis County Juvenile Probation Department is a **secure residential facility for post-adjudicated youth**. While in the ISC, juveniles are provided with educational services, mental health and substance abuse treatment, and career training. Upon release from residential placement, juveniles remain under the supervision of a **juvenile probation officer**, who monitors their behavior and school attendance and can provide referrals to supportive services when necessary.

The Travis County Juvenile Probation Department (TCJPD) works with many local agencies and groups within the community to provide services to juveniles under its supervision. **Skill Point Alliance Gateway Programs** collaborates with TCJPD to develop a vocational skill training program that combines the current Gateway curriculum offered on Austin Community College (ACC) campuses for adults with the Gateway High School Credit Recovery Model for delivery of Gateway programs. Students complete 120 hours of instruction including basic skill training. TCJPD also partners with ACC to provide a **GED Program** to addresses the need for basic education and GED preparatory services for youth in placement aged 16 years and older.

The department also provides **Job Readiness Workshops** conducted by Performance Solutions. Workshop topics include Vocational Planning, 21st Century Skills and Workplace Readiness, Money Management Projects, and Résumé Writing. These workshops provide youth with both academic and occupational experiences in the world of work that will increase their

knowledge, skills, and abilities necessary for employment and further education. **Safe Food 4 U** provides food handler certification, which is required for restaurant workers who make or serve food. The program is approved by the State of Texas and City of Austin Health Department.

Travis County Juvenile Probation Department works closely with the **Austin Independent School District** (AISD) administrators and staff to ensure continued quality education for youth in our three facilities. The collaborative efforts extend to providing parents with the necessary information for re-enrolling youth into their home school at the conclusion of their stay to prevent a gap in educational services. Additionally, the Travis County Juvenile Probation Department works with local school districts to keep children in school through two main community-based programs: the **Juvenile Justice Alternative Education Program** (JJAEP) and the **Truancy Court** program. Students who are expelled from Travis County schools for serious offenses such as felony drug possession, assault, weapons possession, or persistent misconduct must complete the expulsion period at JJAEP before the school district will allow them to return to the home school. While in JJAEP, students attend four core classes, an elective, and group therapy daily. Drop-out Prevention Specialists at four middle schools in AISD can refer chronic truants to TCJPD's Truancy Court program. Program youth and their families participate in a voluntary diversion contract, which includes community service restitution and other recommended services and improved school attendance.

Youth who have been identified as currently having simultaneous involvement in both the child welfare and juvenile justice systems are placed in the **CPS Crossover Unit**. The Travis County Juvenile Probation Department and the Texas Department of Family and Protective Services coordinate to find appropriate placement for juveniles, starting with their extended family. They also work together to develop a case plan with participating juveniles, their

families, and those identified by the juveniles and families as being important in the juvenile's life. These case plans will include goals for the juveniles as well as for the families.

The **Children's Partnership** program is a partnership between the Texas Department of Family Protective Services, Austin-Travis County Mental Health and Mental Retardation, and Travis County Juvenile Probation Department. This program is a collaboration of community agencies that addresses the needs of the juvenile and family without duplication of resources and in a manner that addresses the court-ordered services and services and goals identified by the family. The **Special Needs Diversionary Program** is a partnership between TCJPD and Austin Travis County Integral Care to serve adjudicated youth with mental health needs who are at high risk of being removed from the home due to psychiatric symptoms or have been determined by the school to need special education due to a psychiatric disorder. The purpose of this program is to stabilize youth and connect them with community resources in order to divert them from residential placement or keep them from returning to placement. TCJPD also partners with the **Austin Child Guidance Center** to provide outpatient mental health services, including individual, family, and group psychotherapy, to juveniles and their families. The Austin Child Guidance Center offers psychological assessments and psychiatric evaluations for the determination and maintenance of medications.

Providence Substance Abuse Services provides cost effective intensive in-home counseling services to youth between the ages of 12 and 17 who are exhibiting or have some recent history of some degree of impairment in day-to-day functioning and are at risk of removal from the home or have recently returned from out-of-home placement and are in need of intensive support in order to be successful in the community. Juveniles with substance abuse issues can also be placed in **Phoenix House**, a safe and secure residential alternative to a

juvenile's home setting, where participants receive 24-hour supervision along with educational and treatment alternatives matched to their needs and capabilities.

The Travis County Juvenile Probation Department provides additional programs to juveniles in placement that address a variety of interests. A six-week **photography course** provided by the Austin Shambahala Meditation Center provides digital cameras for participants to learn to view the world in its simplest elements: color, form, light, and space. The **Austin Classical Guitar Association** provides an integrated approach to musical education that includes quality general instruction, performance opportunities, and guest artist programs. The **Mobile Film School** hosts filmmaking workshops that offer instruction in story development, scriptwriting, digital camera operation, video editing, audio recording, and production management. **Save Our Youth** hosts writing workshops dedicated to the development of emerging writers and the promotion of literature providing outlets and mechanisms for cultural exchange and sharing of history. The goal of the **Theatre Action Project** is to develop the interpersonal communication and self-efficacy skills necessary to improve family relationships and social competencies and decrease antisocial behavior. **RAP – Rhythm and Poetry** is a vocational workshop in which youth learn practical life skills and how to make better decisions all while learning how to make music. **Youth Empowerment Seminars** bring motivational speakers from the community to visit youth and provide information to ISC residents via AISD.

4. ORGANIZATIONAL ADMINISTRATIVE AND FISCAL CAPACITY

Travis County Juvenile Probation Department (TCJPD) is a capable and experienced applicant in providing transition services to youth from secure juvenile residential facilities. The Texas Family Code authorizes Travis County Juvenile Probation Department to operate under the auspice of the Travis County Juvenile Board, which consists of thirteen county judges. The

mission of TCJPD is to provide for public safety while effectively addressing the needs of juvenile offenders, victims of crime, and their families. TCJPD accomplishes these objectives through five primary service areas: Court and Probation Services; Detention Services, Residential Services, and Treatment and Counseling; Administrative Services; Domestic Relations; and Financial Services. All six hundred staff members, including volunteers, are aligned to accomplish the Department's mission via required on-going training.

TCJPD also has a total of three pre- and post-adjudication facilities, all of which fall under the authority of the Chief Juvenile Probation Officer. As of 2001, the post-adjudication facilities provide services to both males and females. The facilities are licensed by the Texas Juvenile Justice Department and Texas Department of State Health Services. Since 1991, the Department's facilities have been accredited from the American Correctional Association (ACA) which is a private, non-profit organization that administers the only national accreditation program for juvenile correction facilities. Both the licensing entities and ACA have separate standards and regulations which TCJPD must observe, and these entities periodically monitor the department's facilities to ensure compliance. TCJPD is also an active Models for Change site, which is an initiative funded by Casey Family Programs and the Office of Juvenile Justice Delinquency Prevention that focuses on system-wide reform via the creation and distribution of judicial tools, policy and practice guidelines, action plans that target specific needs, and the preservation of strong collaboration between government, private entities, and the community.

Travis County Juvenile Probation Department has developed many programs which have been designed to meet the needs of the targeted population. Currently, the Travis County Juvenile Probation Department is providing services via more than forty contracted and department-administered programs and maintains data to evaluate the effectiveness of these

services. Many of these programs are grant-funded (see Attachment e). Youth in the secure post-adjudication facility have access to reentry services, such as vocational training, credit recovery programs, and transitional (halfway) housing. The Austin Community College, Austin Child Guidance Center, and Family Preservation Therapist are examples of well-established organizations/providers for which TCJPD has a long standing professional relationship.

Since 2003, the Travis County Juvenile Probation Department has been committed to involvement with the Juvenile Reentry Task Force (JRTF), which has grown to include more than 150 organizations. JRTF is a collaboration of community-wide strategies for the effective reintegration of formerly incarcerated persons, thereby reducing recidivism, supporting victims, and promoting public safety in Austin/Travis County. This task force consists of elected officials, government organizations, education providers, workforce development and housing authorities, community-based organizations and community members who have received juvenile justice services. Despite the existence of TCJPD reentry programs, an expansion of the services offered to help juveniles in placement become productive citizens will benefit both the juveniles and the larger community.

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[1] OJJDP Juvenile Offenders and Victims: 2006 National Report
[2] 2010 US Census

Performance Chart

In September of 2011, the Travis County Juvenile Probation Department was awarded approximately $40,000 from the Criminal Justice Division of the Texas Office of the Governor. This money has been used to fund the Eagle Resource Project, a program designed to reduce the recidivism of juveniles aged 15 – 17 who are in placement by providing them with vocational and life skills training, as well as educational assistance. The goal of this project is to equip juveniles enrolled in ISC programs with life skills, vocational training, job/career coaching, and 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. Juveniles in the Eagle Resource program will have the opportunity to prepare themselves for the workforce and/or higher education once they return to the community. All required reporting for this grant is submitted to the Public Policy Research Institute at Texas A&M University.

Grant Objective	6 Month Progress	Year-End Target Level
Number of program youth exhibiting an improvement in employability	26	47
Number of program youth exhibiting an improvement in school attendance	52	80

Grant Information

Grant Number: JA-11-J20-23135-02
Grantor: State of Texas, Office of the Governor, Criminal Justice Division
Contact Person:
Megan McIntire, CJD Grantee Evaluator
Public Policy Research Institute
Texas A&M University
(979) 845-1041
mmcintire@ppri.tamu.edu

Performance Narrative

Because the grant for FY 2012 was awarded in September of 2011, we have only been able to complete a six-month progress report; however, as of February 29, 2012, we are past the halfway point of the year-end target levels for this grant. During FY 2011, all target levels for this grant were reached, and we expect to meet the year-end goals for FY 2012 as well. The Eagle Resource Project is able to meet the goals of the grant by offering opportunities for juveniles in placement to take classes and receive course credit for their home school or the local community college, prepare to obtain a GED or a traditional diploma, or receive vocational training and career counseling. All juveniles enrolled in the Eagle Resource Project are required to complete their school courses, and all have access to on-site career training and counseling.

Timely Reporting

The Travis County Juvenile Probation Department has consistently met report submission deadlines for all required and optional reports, including six-month and annual performance measures, progress reports, and monthly financial status reports, during the funding period of the Eagle Resource Grant.

Required Report	Due Date	Completion Date
Six-Month Progress Report	3/21/12	3/20/12
Performance Measure Indicators (Six Months)	3/21/12	3/20/12

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

Grant Contact Information

Grant Number: JA-11-J20-23135-02
Grantor: State of Texas, Office of the Governor, Criminal Justice Division
Contact Person:
Megan McIntire, CJD Grantee Evaluator
Public Policy Research Institute
Texas A&M University
(979) 845-1041
mmcintire@ppri.tamu.edu

Travis County Commissioners Court Agenda Request

Meeting Date: September 6, 2011
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 Sam Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on Proposed Fiscal Year 12 Indirect Cost Rates

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.

Travis County Indirect Cost Rates, FY 2012

Dpt #	Department Name	Calculated Rate
01	County Judge	458.88%
02	Commissioner – Precinct 1	36.45%
03	Commissioner – Precinct 2	24.96%
04	Commissioner – Precinct 3	34.85%
05	Commissioner – Precinct 4	20.99%
08	Tax Assessor-Collector	66.09%
13	Exposition Center	0%
16	Veterans Service Office	36.37%
18	Agricultural Extension Service	42.50%
19	County Attorney	31.09%
20	County Clerk	30.38%
21	District Clerk	37.15%
22	Civil Courts	20.65%
23	District Attorney	17.93%
24	Criminal Courts	47.50%
25	Probate Court	20.33%
26	Justice of the Peace – Precinct 1	29.34%
27	Justice of the Peace – Precinct 2	31.65%
28	Justice of the Peace – Precinct 3	28.51%
29	Justice of the Peace – Precinct 4	29.01%
30	Justice of the Peace – Precinct 5	34.39%
31	Constable – Precinct 1	26.08%
32	Constable – Precinct 2	24.23%
33	Constable – Precinct 3	33.42%
34	Constable – Precinct 4	28.21%
35	Constable – Precinct 5	30.73%
37	Sheriff	17.01%
38	Medical Examiner	24.83%
39	Community Supervision & Corrections	21.62%
40	Counseling and Educational Services	29.87%
42	Pretrial Services	28.75%
43	Juvenile Public Defender	23.78%
45	***Juvenile Court***	***23.93%***
47	Emergency Services	65.46%
49	Transportation and Natural Resources	43.11%
54	Civil Service Commission	20.53%
55	Criminal Justice Planning	18.81%
58	Health and Human Services	55.42%
59	Emergency Medical Services	84.93%
	Composite Travis County Rate	27.53%

Approved: 8/30/11

BUDGET NARRATIVE **TRAVIS COUNTY YOUTH REENTRY PROGRAM**

Planning Budget (6 month funding period)

1. Travis County Youth Re-entry Program Planning Budget **$228,382**
2. Travis County Youth Re-entry Program Operating Budget **$819,122**
3.
4.
5. Total of 1 – 4 **$1,047,504**
6. Object Class Categories

A. Personnel **$35,048**

This cost will cover the salaries of three new positions for a period of three months. The Reentry Career Placement Specialist (position 1) will manage all aspects of the Reentry Program, supervise reentry specialists and staff, develop partnerships with providers and community organizations, and serve as the external stakeholder primary representative (total $13,588). The Reentry Specialist (position 2) will provide basic supervision and support services to youth in the facility (total $10,369). The Re-entry Juvenile Probation Officer (position 3) will provide case management and supervision to program participants while in the facility and in the community (total $11,091).

B. Fringe Benefits **$13,635**

Fringe Benefit rates are included to meet with Travis County standards and are calculated based on salary and rates for these benefits. Included in the benefits rate is the total FICA, hospitalization, retirement, workers compensation, life insurance, and Medicare costs established for staff by the county. This cost covers fringe benefits for the three new staff for a period of three months (position 1: Reentry Career Placement Specialist - total $4,846; position 2: Reentry Specialist - total $4,318; position 3: Re-entry Juvenile Probation Officer - total $4,471).

C. **Travel** **$0**

There is no travel cost associated with the planning phase.

D. Equipment **$15,009**

Computers and basic software will be purchased in the planning stage for staff to track youth progress, perform data management, and schedule meetings with cooperative partners (computer total $6,045; software total $957; data port total $1,500). Software such as Aztec Ready Works Software which includes interactive modules, progressive lesson content, and contextualized lessons for juveniles ($6,507) will be purchased.

E. Supplies **$2,100**

Office supplies will be used for the daily operations of the program. This will include telephones ($600) and office supplies such as notebooks, folders, paper, toner, etc. ($1,500).

F. Contractual **$158,112**

This cost includes the start-up costs for the barber school vocational training program provided by a contracted provider, such as the Austin Barber College, including insurance, equipment, office software, and instructor salaries, as well as the lease for the space in which the training will occur ($100,612). This cost also covers the Motivational Interview Training course for program staff conducted by a contracted provider. Each course lasts for 10.5 days and teaches staff strategies designed to enhance their ability to relate to juvenile offenders through communication

techniques ($44,000). Coaching will be provided to staff for three months after training ($6,000). This amount also covers other associated course costs, such as project coordination staff and web licensing ($7,500).

G. **Construction** **$0**
There is no construction cost associated with the planning phase.

H. **Other** **$0**
There is no other cost associated with the planning phase.

I. **Total Direct Charges** **$223,904**

J. **Indirect Charges** **$4,478**
The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual approved indirect costs for FY12 are 23.93 percent for grants; however, we are only requesting 2 percent in indirect charges.

K. **PLANNING TOTAL** **$228,382**

7. Program Income
8.
9.
10.
11.
12. Total of 8 – 12
13. Forecasted Cash Needs – Federal
14. Forecasted Cash Needs – Non-federal
15. Total of 13 – 14
16.
17.
18.
19.
20. Total of 16 – 19
21. Direct Charges
22. Indirect Charges
23. Remarks

Operating Budget (24 month funding period)

1. Travis County Youth Re-entry Program Planning Budget **$228,382**
2. Travis County Youth Re-entry Program Operating Budget **$819,122**
3.
4.
5. Total of 1 – 4 **$1,047,504**
6. Object Class Categories

A. **Personnel** **$286,693**
This cost will cover the salaries of three new positions for a period of 24 months. The Reentry Career Placement Specialist (position 1) will manage all aspects of the Reentry Program, supervise reentry specialists and staff, develop partnerships with providers and community organizations, and serve as the external stakeholder primary representative (total $111,147). The Reentry Specialist (position 2) will

provide basic supervision and support services to youth in the facility (total $84,817). The Re-entry Juvenile Probation Officer (position 3) will provide case management and supervision to program participants while in the facility and in the community (total $90,729).

B. Fringe Benefits **$112,900**

Fringe Benefit rates are included to meet with Travis County standards and are calculated based on salary and rates for these benefits. Included in the benefits rate is the total FICA, hospitalization, retirement, workers compensation, life insurance, and Medicare costs established for staff by the county. This cost covers fringe benefits for the three new staff for a period of 24 months (position 1: Reentry Career Placement Specialist - total $40,096; position 2: Reentry Specialist - total $35,773; position 3: Re-entry Juvenile Probation Officer - total $37,031).

C. Travel **$10,000**

Staff will work in the community by conducting home and job visits with juveniles, as well as meeting with cooperating agencies and potential partners. This cost covers mileage reimbursement for 3 staff at the county reimbursement rate of $0.50 a mile per mile travelled during the 24 month grant period.

D. Equipment **$0**

There is no equipment cost associated with the operations phase.

E. Supplies **$23,340**

Office supplies will be used for the daily operations of the program. This will include mobile phone air time for staff ($3,840) and office supplies such as notebooks, folders, paper, and toner ($3,000). This cost also includes vocational and educational training materials ($7,500), GED testing and study materials such as study guides and workbooks ($9,000).

F. Contractual **$293,868**

This cost includes the operational costs for the barber school vocational training program by a provider such as Austin Barber College ($137,800), as well as the lease for the space in which the training will occur ($46,068). This also covers the vocational skill training program conducted by a provider such as Skillpoint Alliance Gateway Programs ($80,000) and vocational training courses for administrative assistants, computer applications, and webmaster certification conducted by a provider such as Austin Community College ($30,000).

G. Construction **$0**

There is no construction cost associated with the operations phase.

H. Other **$76,260**

This cost covers incentives ($10,000) and stipends ($30,160) for juveniles for advancement or completion of goals within programs, which may include gift cards, certificates, or passes. Stipends may not exceed $130 per program youth for the funding period. The value of incentives may not exceed $20 and no more than 500 will be released during the funding period. This cost also includes paid on-the-job vocational training at approved job sites for 3 hours a week at $7.25 per hour for 8 weeks ($26,100). This cost also covers need-related expenses, such as ID cards, clothing, shoes, uniforms, and fees, at $150 per program youth for the funding period ($9,000). This amount also covers the purchase of 100 3-day bus passes to assist juveniles in transportation to various places of employment ($1,000).

I. Total Direct Charges **$803,061**

J. Indirect Charges **$16,061**

The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual approved indirect costs for FY12 are 23.93 percent for grants; however, we are only requesting 2 percent in indirect charges.

K. OPERATIONS TOTAL **$819,122**

7. Program Income
8.
9.
10.
11.
12. Total of 8 – 12
13. Forecasted Cash Needs – Federal
14. Forecasted Cash Needs – Non-federal
15. Total of 13 – 14
16.
17.
18.
19.
20. Total of 16 – 19
21. Direct Charges
22. Indirect Charges
23. Remarks

OVERALL PROJECT TOTAL **$1,047,504**

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

Austin Independent School District

Alternative Education
901 Neal
Austin, Texas 78702

512/414-2554
512/476-2809 (Fax)

February 23, 2010

RE: Letter of Commitment, Travis County Juvenile Probation Department

Dear Review Committee,

The Austin Independent School District (AISD) is in full support of the Travis County Juvenile Probation Department's (TCJPD) application for funding under the Bureau of Justice Assistance as a "Review committee of the Department of Labor, Employment and Training Administration." The purpose of this application is to enhance reintegration issues and barriers for high risk juvenile offenders returning to the community after confinement. We are in concurrence that the number of juveniles engaged in violent behavior and drug abuse and referred to TCJPD from the school districts is steadily increasing. These juveniles have not been successful in traditional school settings and need services and interventions to assist with reintegrating to customary school settings.

In partnership with TCJPD, parents, and our community, AISD exists to provide a comprehensive educational experience that is of high quality, challenging, and which inspires all students to make a positive contribution to society. We currently offer support and education for juveniles by providing core subject areas and credit recovery opportunities to youth in the TCJPD program. Juveniles are assessed and receive appropriate grade-level education and credits for their studies. We will continue our partnership on the Juvenile Reentry Task Force as well as commit to the following:

- Provide a high-quality, well-rounded educational experience to all juveniles in the program that is rigorous, culturally relevant, and healthful.
- Ensure all students are assessed and will perform at or above grade level.
- Build strong relationships with students, families, and the community to increase trust and shared responsibility.
- Ensure that every classroom has a high-quality, effective educator, supported by high-quality, effective administrators and support staff.
- Ensure that the program's school will meet or exceed state accountability standards, and the district will meet federal standards and exceed state standards.

We look forward to partnering with TCJPD on this important and timely project.

Sincerely,

Dr. Hector E. Rodriguez

Héctor E. Rodríguez, Ed.D., M.B.A.
Director Alternative Education

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Howard G. Baldwin, Jr.

April 18, 2012

Estela P Medina
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
2515 South Congress Avenue
Austin, Texas 78704

Dear Ms. Medina:

The Texas Department of Family and Protective Services (DFPS) is pleased to provide support to the Travis County Juvenile Probation (TCJP) Department for the Department of Labor Employment and Training Administration grant, "Serving Adult and Youth Ex-Offenders through Strategies Targeted to Characteristics Common to Female Ex-Offenders." The grant will provide funds to organizations that provide residential services to youth ex-offenders (age 14-17).

DFPS and TCJP currently work collaboratively to meet the needs of youth who cross over both the juvenile and foster care systems. This partnership includes an electronic data sharing agreement that allows for easy identification of youth in DFPS conservatorship who are in the TCJP system with the necessary contact information and case data.

Please feel free to contact Larry Burgess at (512) 438-5320 if you have any questions.

Sincerely,

Audrey Deckinga
Assistant Commissioner for CPS

Travis County Health and Human Services & Veterans Service
P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 279-1608

April 4, 2012

Estela P. Medina, Chief Juvenile Probation Officer
Gardner Betts Juvenile Justice Center
2515 S. Congress
Austin, TX 78704

Dear Chief Medina:

The Travis County Health and Human Services & Veterans Service Department is pleased to support the efforts of the Travis County Juvenile Probation Department (TCJPD) in responding to the Second Chance Act Offender Reentry Initiative.

The Travis County Health and Human Services & Veterans Service Department (TCHHS&VS) is committed to the vision of optimizing self-sufficiency for families and individuals in safe and healthy communities. TCHHS&VS strives to ensure all residents in Travis County have access to services that prevent conditions as diverse as homelessness, domestic violence, or communicable diseases.

With TCJPD acting as the lead agency, the reentry initiative strengthens community partnerships to maximize time and often limited resources to address the educational and rehabilitation needs of our communities' post adjudicated youth and families.

The Travis County Health and Human Services & Veterans Service Department is an active participant in the Juvenile Reentry Task Force. By creating alliances and partnerships with diverse health and human service organizations, we identify opportunities for coordinating services and leveraging resources that can be used in resolving community needs. In addition, we support work-based learning programs for post adjudicated youth experiencing employment barriers. This collaboration ensures placement of eligible youth in meaningful, community-enhancing work with the Summer Youth Employment Program.

We look forward to partnering with TCJPD on this important and timely project.

Sincerely,

Sherri Fleming

Sherri Fleming, County Executive
for Travis County Health & Human Services and Veterans Service

AUSTIN CHILD GUIDANCE CENTER
HELPING CHILDREN NAVIGATE LIFE

April 13, 2012

Chief Estela Medina
Travis County Juvenile Probation
2515 S. Congress Ave
Austin Texas 78704

Dear Chief Medina,

Austin Child Guidance Center (ACGC) supports the application of Travis County Juvenile Probation for this grant through the US Department of Labor, Employment and Training Administration.

Travis County Juvenile Probation is a valuable partner to ACGC. ACGC is a private, nonprofit agency that provides outpatient mental health services to children and their families. A majority of our clients are low income, and services are provided on a sliding fee scale; no family is denied services at ACGC based on their inability to pay. ACGC and Travis County Juvenile Probation have worked together in collaboration for over 20 years.

Travis County Juvenile Probation has demonstrated a history and capacity to manage funding and is an appropriate agency to receive funding from the US Department of Labor, Employment and Training Administration. This funding would provide significant help to females in the juvenile court system by improving long-term labor market prospects of these juveniles through the use of workforce development, education and case management.

We hope that the US Department of Labor, Employment and Training Administration looks favorably upon Travis County Juvenile Probation's request for funding. Should you have any additional questions, or need for additional information, please call me at 451-2242.

Best,

Seanna Crosbie, LCSW

Director of Program Services

A Partner Agency of United Way Capital Area

810 W. 45th Street Austin, Texas 78751 | (512) 451-2242 | Fax (512) 454-9204 | www.austinchildguidance.org

Providence
of
Texas

April 17, 2012

Department of Labor
Employment and Training Administration

Dear Review Representative:

Providence is pleased to provide this letter of collaboration for Travis County Juvenile Probation Department's (TCJPD) application for funding the Department of Labor Youth Reentry Program.

Providence provides intensive in-home family services and is based on the principles of family preservation and multi-systemic therapy methods. The individualized family focused approaches build on existing strengths and creates the opportunity for growth, meaningful change and independence. Providence is funded by the Travis County Juvenile Probation Department.

Providence has enjoyed the collaborative efforts with the Juvenile Justice Integrated Network to provide individual and family counseling services for over ten years. We have been thoroughly impressed with the Travis County Juvenile Probation Department's accomplishments in providing effective and meaningful programming.

While Providence has a longstanding reputation as an agency focused on mental health services, we are aware of the power of partnerships and collaborations in creating long-lasting change and improvement for the Austin/Travis County community. Providence will commit to work with Travis County Juvenile Probation Department by providing the following services to referred juveniles:

1. Provide intensive in- home counseling services as appropriate for youth referred through of the Travis County Juvenile Probation Department.
2. Provide a strength-based family assessment completed during the initial contacts with the family.
3. Participate in training activities when permissible.
4. Utilize the method of referral prescribed by the Travis County Juvenile Probation Department.

Additionally, Providence will work closely with the Juvenile Probation Officer assigned to the juveniles to facilitate information sharing.

We look forward to the continuing in this endeavor for years to come. If we can assist in any manner, please feel free to contact me at (512) 343-8606.

Sincerely,

Norman R. Mealey, LPC, MBA
Texas State Director, Providence Service Corporation

1524 S. IH-35, Suite 210 • Austin, TX 78704 • 512/343-8606 • 512/343-8620 fax
www.provcorp.com

skillpoint alliance

April 20, 2012

United States Department of Labor
Employment and Training Administration
Office of Grants Management
200 Constitution Avenue, NW
Washington, DC 20210

Dear Grant Officer and Grant Review Board:

As the Director of Adult Workforce Programs at Skillpoint Alliance, I wish to support **Travis County Juvenile Probation Department's** Eagle Soaring Home Reentry Initiative. Their proposal to, in collaboration with community partners, provide positive environment with wrap-around treatment, supports and services to foster a successful re-entry to high risk juvenile offenders who otherwise have a poor prognosis for successful community reintegration will offer strategies that counter juvenile recidivism to which these youth might not otherwise have access.

Skillpoint Alliance's mission builds partnerships among industry, education and the community, leading to college and career success for Central Texans, while meeting employers' needs for a qualified workforce. Since 2010, Skillpoint Alliance has work with Travis County Juvenile Probation to develop and provide workforce training to juvenile offenders and ex-offenders.

In partnering with Travis County Juvenile Probation, Skillpoint Alliance brings the Gateway Programs that have been successfully delivered since 1994 to incarcerated and community-release youth to provide job-skills for entry-level positions in high-demand fields. Over 1800 low-income, unemployed or underemployed clients have completed Gateway since its inception with nearly 75% obtaining employment following the training. Completion of Gateway not only increases job and career opportunities for this underserved population but also has the added benefit of increasing their self-worth, sense of accomplishment and what they see as attainable goals for their career and their life.

We believe that this proposal is worthy of your support. It will expand re-integration services to ex-offenders in Travis County and reach more of the target population within that both Skillpoint Alliance and Travis County Juvenile Probation strive to serve.

Sincerely,

Cat Newlands
Director of Adult Workforce Programs
Skillpoint Alliance

201 East 2nd Street, Suite B • Austin, TX 78701-4009
Tel. (512)323-6773 Fax (512)323-5884 • www.skillpointalliance.org

AUSTIN COMMUNITY COLLEGE DISTRICT

Dr. Richard M. Rhodes • President/CEO

Highland Business Center • 5930 Middle Fiskville Road • Austin, Texas 78752 • (512) 223.7000

April 11, 2012

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

RE: Letter of Commitment, Travis County Juvenile Probation Department

Dear Review Committee,

Austin Community College District (ACC) is pleased to offer this letter of support and commitment to the Travis County Juvenile Probation Department's (TCJPD) application for funding under the Bureau of Justice Assistance Second Chance Act Juvenile Offender Reentry Initiative. The purpose of this application is to assist high risk juvenile offenders in overcoming reintegration issues and barriers they face upon returning to the community after confinement. We are in concurrence that the number of juveniles engaged in violent behavior and drug abuse and referred to TCJPD from the school districts is steadily increasing. These juveniles have not been successful in traditional school settings and need alternative services and interventions to assist them in reintegrating to customary school settings.

The ACC Adult Education program is looking forward to partnering with TCJPD, parents, and the community to provide a comprehensive educational experience that is high quality, challenging, and inspires all students to make a positive contribution to society. We currently offer support and education for juveniles by providing instruction to prepare for the GED exam to youth in the TCJPD program. We will continue our involvement as a member of the Juvenile Reentry Task Force and commit to the following:

- Provide a high-quality, well-rounded educational experience to juveniles in the TCJPD program that is rigorous, culturally relevant, and healthful.
- Ensure all students are assessed and provided rigorous instruction in order to increase their grade level in each of the academic domains of language, math, and reading.
- Build strong relationships with students to increase trust and shared responsibility.
- Ensure that every classroom has a high-quality, effective educator, supported by the college's administrators and support staff.
- Provide college advisors to support students through their GED preparation program and connect students to higher education opportunities.
- Ensure that the ACC Adult Education programs, and the GED preparation classes offered at TCJPD, meet or exceed state and federal accountability standards.

We look forward to partnering with TCJPD on this important and timely project.

Sincerely,

Richard M. Rhodes, Ph.D.
President/CEO



Red Salmon Arts



April 12, 2012

Ena Brent, Casework Manager
Gardner Betts Juvenile Justice Center
2515 S. Congress
Austin, TX 78704

Dear Ms. Brent,

Save Our Youth (SOY), a project of Red Salmon Arts (RSA), gives its full support to Gardner Betts Juvenile Justice Center's (GBJJC) grant application to the U.S. Department of Labor Employment and Training Administration to improve the long term labor market prospects of juvenile offenders by using strategies targeted to the characteristics common to female offenders. As a long-standing community organization with a project designed specifically to support and mentor high-risk youth offenders, we understand the urgency and need to collaborate on productive ways to assist juvenile offenders with reintegration and job training and prospects.

SOY endorses your grant application proposal to reach out and partner with community organizations and their efforts to provide educational, artistic, cultural, job training, and internship opportunities for juvenile offenders upon their re-entry to the community. These collaborative efforts give high-risk youth and specifically female offenders the needed guidance, support, trainings, skills, and education to foster positive reintegration with their communities and especially families and loved ones with the goal to improve their chances and opportunities for long term labor market prospects.

As an organization that offers such opportunities, we appreciate your vision and hard work toward developing successful strategies to prevent recidivism amongst these populations of youth. The SOY re-entry and internship project is a community program that has had success in mentoring and providing the urgent support for juvenile offenders to graduate from high school, complete their probation requirements, continue literacy education, and provide job opportunities.

Thus, we look forward to continue the mutual support of each other's reentry programs through these collaborative efforts to provide high-risk youth offenders opportunities for successful reintegration.

1801-A South First St. Austin, Tx. 78704 512-416-8885

Red Salmon Arts

Sincerely,

Rene Valdez
Executive Director

1801-A South First St. Austin, Tx. 78704 512-416-8885

girl scouts
of central texas
Council Headquarters:
Kodosky Program Center
12012 Park Thirty-five Circle
Austin, TX 78753
(800) 733-0011 • www.gsctx.org

April 13, 2012

To Whom It May Concern:

It is our pleasure to offer support to Travis County Juvenile Probation. The mission of Girl Scouts is to build girls of courage, confidence and character, who make the world a better place. Through our partnership with Travis County Juvenile Probation at the Gardner Betts Juvenile Detention Center we are able to reach girls in residential treatment. We deliver valuable, quality programming through weekly meetings on the two female units. We work closely with staff to ensure that all of our programs are meeting the needs of the girls in the residential program.

We have partnered with Travis County Juvenile Probation for many years and look forward to continuing the partnership in the future. We highly value our relationship and the impact that we are able to have through our program. Girl Scouts of Central Texas receives funding through the Topfer Foundation to implement this program. We report outcomes yearly and have continued to receive grant money to support this program.

We support Travis County Juvenile Probation's application as they seek funding to provide valuable programming and training for our community and its mission to provide reentry programs and opportunities to juveniles, specifically the female population.

Sincerely,

Etta Moore
CEO, Girl Scouts of Central Texas

AUSTIN CLASSICAL GUITAR SOCIETY

Dr. Matthew Hinsley
Executive Director

Board of Directors

President
Michael Fields
Ameriprise Financial

Vice President
John Henry McDonald
Austin Asset Management

Treasurer
David Lastrapes
Community Volunteer

Secretary
Kitty Villa
Community Volunteer

Judith Agraz
Texas Education Agency

Molly Browning
Community Volunteer

Carl Caricari
Caricari Consultants

Vada Dillawn
Dillawn & Clark PR

Ken Ferguson
Gordon & Rees LLP

Ben Finklea
Volacci

John Flaherty
Corp. Environmental Solutions

Dr. Michael Froehls
The Froehls Group, LLC

Kendal Gladish
Bulletin of the Atomic Scientists

John Highbarger
University of Texas, Austin

Adam Holzman
Honorary Member
University of Texas, Austin

Penny Jamrack
Community Volunteer

Jim Judkins
Silicon Laboratories

Jacqueline Rixen
Rixen Law

Lawrence Waks
Jackson Walker LLP

4/12/12

To Whom It May Concern:

It gives me great pleasure to give my highest recommendation in support of Gardner Betts and The Travis County Juvenile Probation Department for support from the US Department of Labor, Employment and Training Administration.

My organization has worked significantly alongside the staff at Gardner Betts to develop the first, regular, for-credit arts programming for youth in the facility and the work we have achieved together has been some of the most rewarding ever for myself and my staff.

The young people we see have acquired new skills, confidence in musical performance, and have successfully performed – on multiple occasions – for peers, staff, parents and the public. Many of the young people we have see have continued classical music study at their home schools where we also have similar programs.

Arranging the classes, the performances, and arranging with the school district (AISD) for the students to receive credit for study, would to have been possible without the high quality work and openness on part of the staff at the Travis County Juvenile Probation Department. I have every confidence that the individuals involved there work diligently every single day to make the best possible opportunities for the young people they serve.

Please do not hesitate to call me if you have any questions about this applicant.

Sincerely,

Dr. Matthew Hinsley

512-300-2247

theatre action project

April 11, 2012

Ena Brent
Casework Manager
Residential Services
Travis County Juvenile Probation Department
2515 S. Congress Avenue
Austin, TX 78704

Dear Ena Brent:

Theatre Action Project (TAP) is pleased to support your proposal in support of your reentry program for females. We believe your efforts to help youth with the transition of reentry into the community from the correctional facility provide critical services to youth and to our community.

As partners in your efforts, TAP has seen the great impact of the Travis County Juvenile Probation Department's programming. Each time we work with these young women to create original dramatic works documenting their experiences, opinions, and imaginations; we encounter thoughtful youth who are able to analyze their choices and make strong plans to overcome the challenges of reentry into their communities. Through our process, we see the creative expression of the life lessons that are so clearly being taught as part of your program. It is exciting to experience the power of this partnership as the combination of our efforts help build the kind of self efficacy skills that will be integral to each individual's success once they return to their community.

We look forward to our continued collaboration in this work with the goal to reduce recidivism by 50% within 5 years. We know that achieving this ambitious goal will have a deep impact in our community and create a positive environment for our youth. If TAP can be of any further assistance in helping you reach this goal, please do not hesitate to contact me at patrick@theatreactionproject.org or 512-442-8773 ext. 110.

Sincerely,

Patrick Torres
Director of Middle and High School Programs

701 Tillery Street
Box 9
Austin, Texas 78702

t 512 442 8773
f 512 386 8994

www.theatreactionproject.org

Item 20

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leslie Browder, 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 $512,438.99, for the period of April 13 to April 19, 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 $512,438.99.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – $512,438.99

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:	May 1, 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:	April 13, 2012 to April 19, 2012
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$512,438.99
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 $512,438.99

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

APRIL 13, 2012 TO APRIL 19, 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.

Updated 4/26/12, 4:05 p.m.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 1, 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: April 13, 2012
TO: April 19, 2012

REIMBURSEMENT REQUESTED: $ 512,438.99

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,862,672.05
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 24, 2012	$	(1,347,518.33)
	$	-
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**512,438.99**
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	**$**	**512,438.99**

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

All claims over $25,000 (1 this week totaling $28,723.77) 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 ($141,478.90) 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 ($81,337.04).

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 Poirot 4/23/12
Diane Poirot, Director, HRMD Date

Dan Mansour 4.23.12
Dan Mansour, Risk Manager Date

Cindy Purinton 4-20-12
Cindy Purinton, Benefit Contract Administrator Date

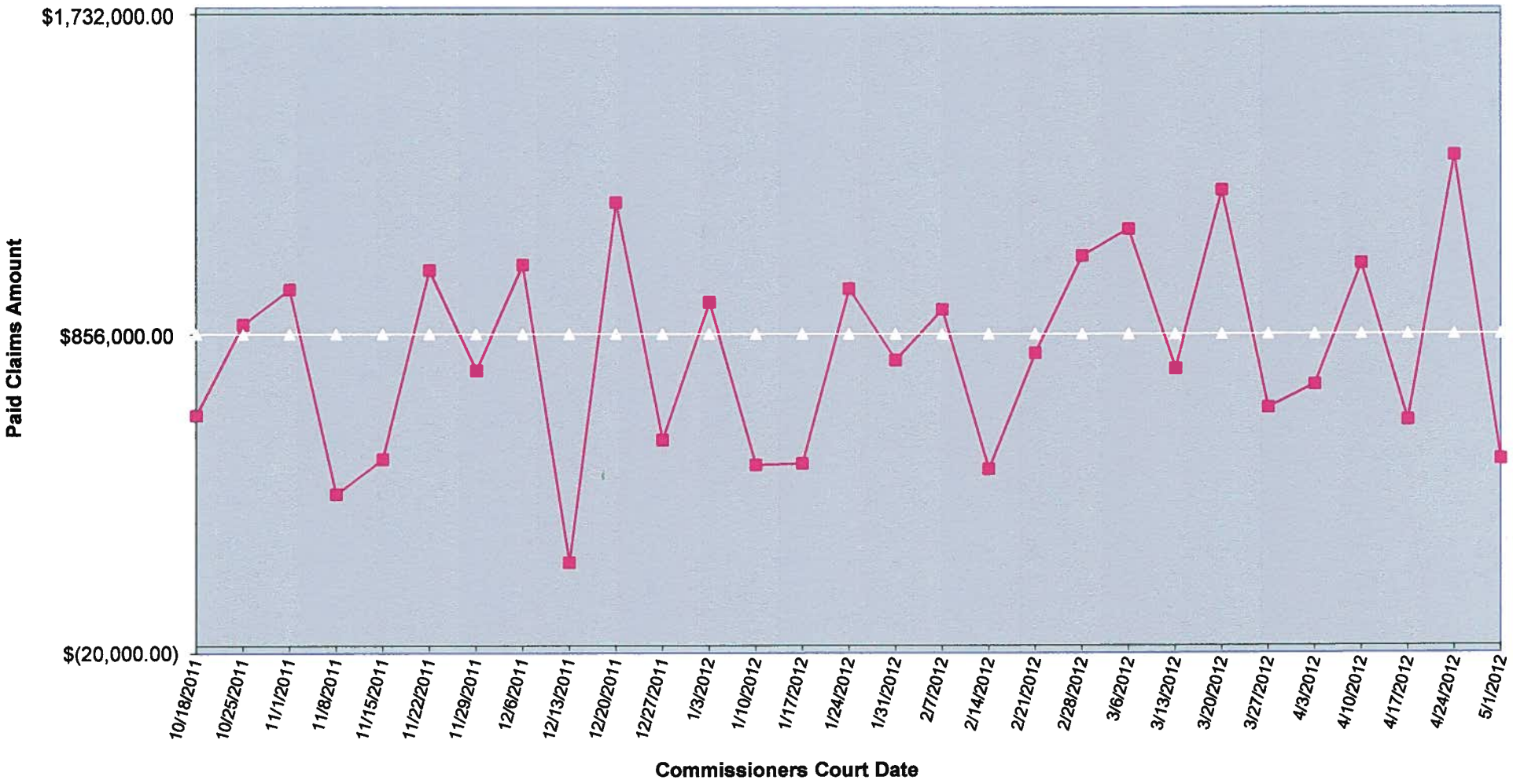
Norman McRee 4/20/12
Norman McRee, Financial Analyst Date

** 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.

/

Updated 4/26/12, 4:05 p.m.

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



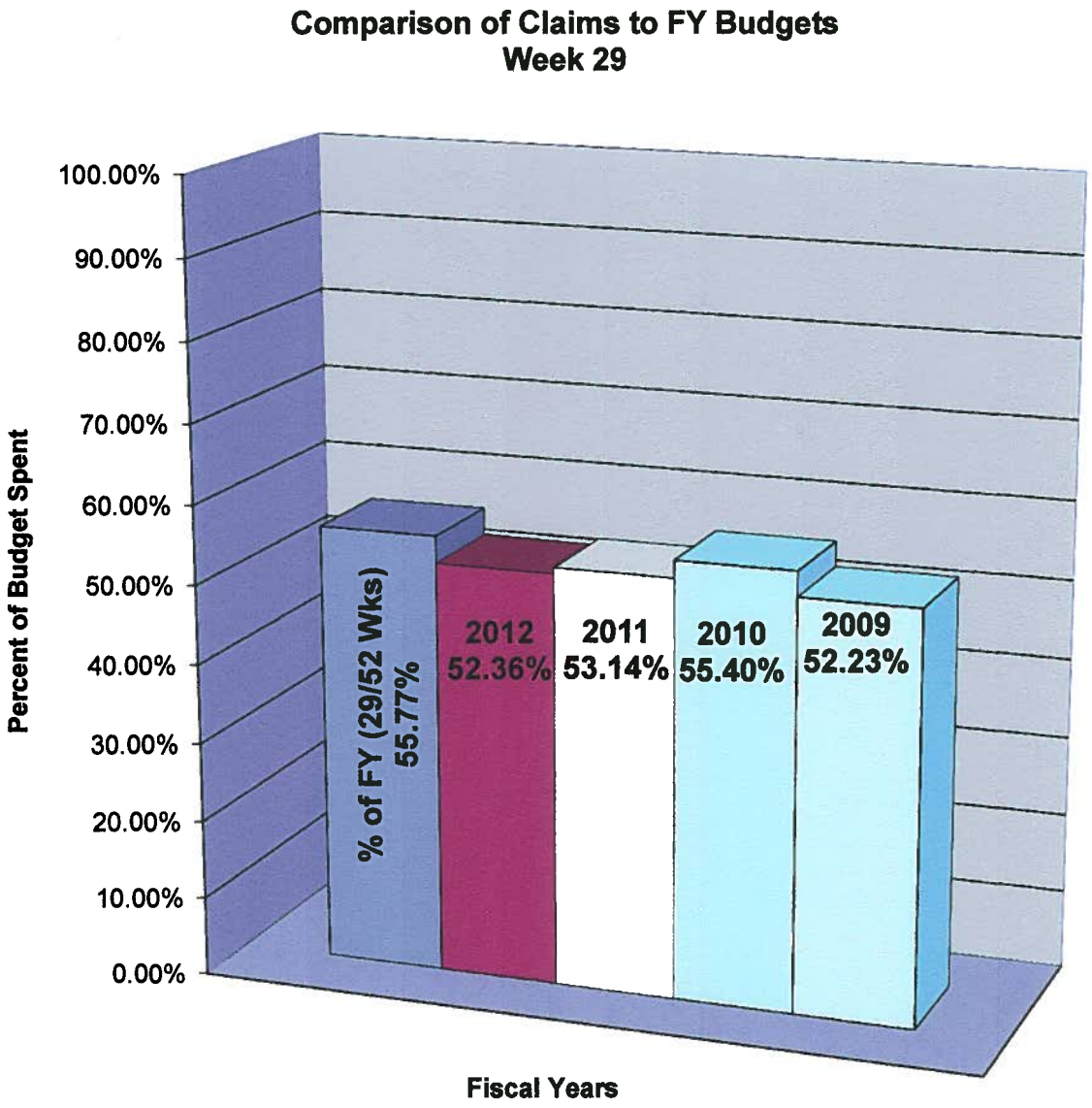
Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	$ 633,677.95	$ 856,615.23	2	$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	$ 882,462.44	$ 856,615.23	1	$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	$ 978,780.20	$ 856,615.23	1	$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	$ 417,495.82	$ 856,615.23	0	$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	$ 513,031.56	$ 856,615.23	1	$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	$ 1,031,570.27	$ 856,615.23	0	$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	$ 757,171.26	$ 856,615.23	2	$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	$ 1,045,944.29	$ 856,615.23	1	$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	$ 229,111.51	$ 856,615.23	0	$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	$ 1,217,952.91	$ 856,615.23	4	$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	$ 565,509.10	$ 856,615.23	1	$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	$ 942,710.54	$ 856,615.23	0	$ -	20.69%	21.81%
13	12/23/2011	12/29/2011	1/10/2012	$ 497,081.54	$ 856,615.23	3	$ 90,452.62	21.80%	22.62%
14	12/30/2011	1/5/2012	1/17/2012	$ 501,307.66	$ 856,615.23	1	$ 33,103.70	22.93%	24.21%
15	1/6/2012	1/12/2012	1/24/2012	$ 980,234.49	$ 856,615.23	0	$ -	25.13%	25.75%
16	1/13/2012	1/19/2012	1/31/2012	$ 784,679.34	$ 856,615.23	5	$ 247,915.57	26.89%	28.64%
17	1/20/2012	1/26/2012	2/7/2012	$ 923,174.33	$ 856,615.23	1	$ 43,848.52	28.96%	29.97%
18	1/27/2012	2/2/2012	2/14/2012	$ 485,429.02	$ 856,615.23	0	$ -	30.05%	32.22%
19	2/3/2012	2/9/2012	2/21/2012	$ 804,332.61	$ 856,615.23	5	$ 239,340.91	31.86%	33.66%
20	2/10/2012	2/16/2012	2/28/2012	$ 1,070,701.34	$ 856,615.23	1	$ 112,390.12	34.26%	35.74%
21	2/17/2012	2/23/2012	3/6/2012	$ 1,144,590.00	$ 856,615.23	3	$ 269,470.27	36.83%	37.01%
22	2/24/2012	3/1/2012	3/13/2012	$ 763,227.16	$ 856,615.23	2	$ 152,289.82	38.55%	39.34%
23	3/2/2012	3/8/2012	3/20/2012	$ 1,251,959.32	$ 856,615.23	4	$ 222,757.96	41.36%	41.06%
24	3/9/2012	3/15/2012	3/27/2012	$ 654,180.98	$ 856,615.23	1	$ 27,512.35	42.83%	43.45%
25	3/16/2012	3/22/2012	4/3/2012	$ 718,070.63	$ 856,615.23	4	$ 147,348.72	44.44%	45.18%
26	3/23/2012	3/29/2012	4/10/2012	$ 1,049,553.56	$ 856,615.23	2	$ 65,033.32	46.79%	47.71%
27	3/30/2012	4/5/2012	4/17/2012	$ 620,075.83	$ 856,615.23	1	$ 52,789.64	48.19%	49.31%
28	4/6/2012	4/12/2012	4/24/2012	$ 1,347,518.33	$ 856,615.23	4	$ 1,347,518.33	51.21%	52.13%
29	4/13/2012	4/19/2012	5/1/2012	$ 512,438.99	$ 856,615.23	1	$ 28,723.77	52.36%	53.14%

Paid & Budgeted Claims to Date	$ 23,323,972.98	$ 24,841,841.69
Paid Claims less Total Weekly Budget		$ (1,517,868.71)

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Updated 4/26/12, 4:05 p.m.



Norman McRee

From: SIFSFAX@UHC.COM
Sent: Friday, April 20, 2012 12:28 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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: 2012-04-20 REQUEST AMOUNT: $1,862,672.05

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: 2012-04-19	$836,306.64
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,831,734.36
+ CURRENT DAY NET CHARGE:	$30,937.69
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,862,672.05

ACTIVITY FOR WORK DAY: 2012-04-13

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$62,205.30	$00.00	$62,205.30
TOTAL:	$62,205.30	$00.00	$62,205.30

Updated 4/26/12, 4:05 p.m.

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_04_19

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	$ (36.50)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (47.94)	25	321559	AI	11	4/13/2012	50	4/17/2012	4/19/2012
701254	632	$ (48.84)	26	281619	AH	9	4/13/2012	50	4/19/2012	4/19/2012
701254	632	$ (80.14)	26	283900	AH	6	4/16/2012	50	4/19/2012	4/19/2012
701254	632	$ (89.33)	QG	20710999	AA	1	1/26/2012	50	4/17/2012	4/19/2012
701254	632	$ (101.46)	RK	45218150	AA	4	9/20/2010	50	4/20/2012	4/19/2012
701254	632	$ (975.04)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (1,130.00)	QG	30812498	AH	9	4/12/2012	50	4/19/2012	4/19/2012
701254	632	$ (1,731.56)	26	283761	AH	1	4/16/2012	50	4/19/2012	4/19/2012
701254	632	$ (1,864.54)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (1,910.00)	26	283901	AH	8	4/16/2012	50	4/19/2012	4/19/2012
701254	632	$ (3,351.00)	26	284425	AA	1	4/16/2012	50	4/19/2012	4/19/2012
701254	632	$ (4,531.64)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (7,103.70)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (11,370.82)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (12,865.64)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (14,951.16)	26	283957	AH	9	4/16/2012	50	4/19/2012	4/19/2012
701254	632	$ (18,666.71)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012
701254	632	$ (54,704.00)	NN	SSN00000	AL	0	4/12/2012	600	4/19/2012	4/19/2012

512,438.99

Updated 4/26/12, 4:05 p.m.

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/19/2012

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 4/19/2012

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**36,734.09**	
	RR		
	526-1145-522.45-29	**8,142.99**	
Total CEPO			$44,877.08
EPO			
	EE		
	526-1145-522.45-20	**74,985.37**	
	RR		
	526-1145-522.45-21	**10,729.63**	
Total EPO			$85,715.00
PPO			
	EE		
	526-1145-522.45-25	**363,281.37**	
	RR		
	526-1145-522.45-26	**18,565.54**	
Total PPO			$381,846.91
Grand Total			$512,438.99

Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: 5/1/2012
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leslie Browder, 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 – 5.

If you have any questions or comments, please contact Diane Poirot 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 Poirot, Human Resources Management Department, 854-9170
Leslie Browder, 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.

Updated 4/26/12, 4:05 p.m.

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

May 1, 2012

ITEM # :

DATE: April 20, 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: Leslie Browder, County Executive, Planning and Budget

FROM: Diane Poirot, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LB/DP/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
County Atty	93	Office Spec	12 / Midpoint / $34,621.60	12 / Midpoint / $34,621.60
County Atty	117	Office Spec	12 / Midpoint / $34,621.60	12 / Midpoint / $34,621.60
Fac Mgmt	61	Groundskeeper*	8 / $25,883.64	8 / $25,883.64
JP Pct 4	15	Court Clerk I	13 / Level 6 / $35,692.80	13 / Level 6 / $35,692.80
Juvenile Probation	347	Juvenile Rsdntl Trt Ofcr I* **	13 / $31,248.50	13 / $31,248.50
Sheriff	1179	Cadet**	80 / Step 1 / $34,594.77	80 / Step 1 / $34,594.77
TNR	157	Road Maint Worker	10 / Level 3 / $26,915.20	10 / Level 3 / $26,915.20
TNR	234	Road Maint Worker	10 / Level 1 / $25,417.60	10 / Level 1 / $25,417.60
TNR	483	Road Maint Worker	10 / Level 2 / $26,166.40	10 / Level 2 / $26,166.40
TNR	514	Park Maint Worker*	9 / Level 3 / $25,126.40	9 / Level 3 / $25,126.40

* 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 2	20002	Court Clerk I	13 / $17.79	13 / $17.79	02
County Clerk	20427	Elec Clk Operations Clk II	10 / $12.00	10 / $12.00	02
County Clerk	20481	Elec Clk Operations Clk II	10 / $12.00	10 / $12.00	02
County Clerk	20602	Elec Clk Operations Clk II	10 / $12.00	10 / $12.00	02
County Clerk	23151	Elec Clk Operations Clk II	10 / $12.00	10 / $12.00	02
County Clerk	23213	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02

**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

TEMPORARY APPOINTMENTS					
Dept.	**Slot**	**Position Title**	**Dept. Requests Grade/Salary**	**HRMD Recommends Grade/Salary**	****Temporary Status Type Code**
County Clerk	23265	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
County Clerk	23267	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
County Clerk	23272	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
County Clerk	23276	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
County Clerk	23286	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
County Clerk	23289	Elec Clk Operations Clk III	12 / $14.00	12 / $14.00	02
Fac Mgmt	20010	Custodian	7 / $11.00	7 / $11.00	02
Fac Mgmt	20027	Custodian	7 / $11.00	7 / $11.00	02
Fac Mgmt	20035	Groundskeeper	8 / $11.68	8 / $11.68	02
Fac Mgmt	20076	Groundskeeper	8 / $11.68	8 / $11.68	02
HHS	20075	Case Worker	16 / $20.80	16 / $20.80	02
****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**
Fac Mgmt	Slot 50010 / Building Security Guard*** / Grd 8 / $10.36	**Fac Mgmt**	Slot 50085 / Building Security Guard*** / Grd 8 / $10.36	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
*** **Title/Pay Grade prior to 4/1/12 MSS implementation**				

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	302	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	954	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
*** 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**
County Atty	Slot 107 / Victim Counselor Sr / Grd 17 / $42,797.46	**County Atty**	Slot 96 / Office Spec / Grd 12 / $34,621.60	Voluntary job change. Pay is at midpoint of pay grade.
HHS	Slot 185 / Contract Compliance Spec / Grd 21 / $59,989.28	**HHS**	Slot 202 / Financial Analyst Ld / Grd 23 / $65,400.73	Promotion. Pay is between min and midpoint of pay grade.
HHS	Slot 274 / Social Worker / Grd 18 / $47,406.32	**HHS**	Slot 293 / Social Worker / Grd 18 / $47,406.32	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
HHS	Slot 293 / Social Worker / Grd 18 / $48,609.18	**HHS**	Slot 232 / Social Worker / Grd 18 / $48,609.18	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 714 / Human Resources Spec I / Grd 18 / $44,744.79	**Sheriff**	Slot 627 / Human Resources Spec II / Grd 20 / $60,663.62	Promotion. Pay is at midpoint of pay grade.
Sheriff	Slot 1844 / Victim Counselor / Grd 16 / $37,024.00	**Sheriff**	Slot 1844 / Victim Counselor / Grd 16 / $39,245.44	Salary adjustment. Pay is between min and midpoint of pay grade.
Actual vs Authorized				

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Pretrial Services	91	Intake Ofcr / 13779	NE	13	Chem Dependency Counselor / 16075	NE	16
Department requests reclassification of vacant slot in order to meet departmental needs. PBO has confirmed funding available.							

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

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Cheryl Aker
Elected/Appointed Official/Dept. Head: County Judge Samuel T. Biscoe
Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2011 FROM PRECINCTS ONE, TWO AND FIVE CONSTABLES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached.

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.

DANNY THOMAS
TRAVIS COUNTY CONSTABLE
PRECINCT ONE
1811 SPRINGDALE ROAD, STE. 120
AUSTIN, TEXAS 78721
OFFICE (512) 854-7510 FAX (512) 929-0981

April 24, 2012

Travis County Commissioners Court
1000 Guadalupe Street
Austin, TX 78701-2328

Dear Judge Sam Biscoe:

RE: 2011 Racial Profiling Report

Judge Biscoe in accordance with the Texas Code of Criminal Procedure, please find attached for your review, the 2011 Partial Racial Profiling Report (Tier 1).

Sincerely,

Dedric D. Knox
Sergeant
Travis County Constable Precinct 1

Enclosure

"A VISION THAT EMPOWERS THE COMMUNITY"

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	TRAVIS CO. CONST. PCT. 1
Reporting Date:	03/02/2012
TCLEOSE Agency Number:	453101
Chief Administrator:	DANNY L. THOMAS
Agency Contact Information:	Phone: 512-854-7514 Email: dedric.knox@co.travis.tx.us Mailing Address: TRAVIS CO. CONST. PCT. 1 4717 Heflin Dr. Austin, TX 78721

RECEIVED
12 MAR 30 AM 5:24
TRAVIS COUNTY CONSTABLE
PCT 1

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the TRAVIS CO. CONST. PCT. 1 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 1 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. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 1'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

TRAVIS CO. CONST. PCT. 1Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **546** citation only
2. **0** arrest only
3. **0** both

4. **546 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **172** African
6. **3** Asian
7. **128** Caucasian
8. **243** Hispanic
9. **0** Middle Eastern
10. **0** Native American

11. **546 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **546** No

14. **546 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **112** Yes
16. **434** No

17. **546 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **112** Yes
19. **0** No

20. **112 Total** (must equal line 15)

(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: ***DANNY L. THOMAS***
Chief Administrator

TRAVIS CO. CONST. PCT. 1

Date: 03/02/2012

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	TRAVIS CO. CONST. PCT. 2
Reporting Date:	02/08/2012
TCLEOSE Agency Number:	453102
Chief Administrator:	ADAN BALLESTEROS
Agency Contact Information:	Phone: 512-854-9697 Email: const2@co.travis.tx.us Mailing Address: TRAVIS CO. CONST. PCT. 2 10409 Burnet Rd. Austin,, Tx 78758

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the TRAVIS CO. CONST. PCT. 2 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 2 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. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 2'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: ***ADAN BALLESTEROS***
Chief Administrator

TRAVIS CO. CONST. PCT. 2

Date: 02/08/2012

TRAVIS CO. CONST. PCT. 2Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **5462** citation only
2. **0** arrest only
3. **10** both
4. **5472 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **521** African
6. **208** Asian
7. **4090** Caucasian
8. **564** Hispanic
9. **89** Middle Eastern
10. **0** Native American
11. **5472 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **5472** No
14. **5472 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **42** Yes
16. **5430** No
17. **5472 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **7** Yes
19. **35** No
20. **42 Total** (must equal line 15)

FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	TRAVIS CO. CONST. PCT. 5
Reporting Date:	01/03/2012
TCLEOSE Agency Number:	453105
Chief Administrator:	BRUCE J ELFANT
Agency Contact Information:	Phone: 512-854-9100 Email: skip.blaylock@co.travis.tx.us Mailing Address: TRAVIS CO. CONST. PCT. 5 1003 Guadalupe AUSTIN, Tex 78701

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: ***BRUCE J ELFANT***
Chief Administrator

TRAVIS CO. CONST. PCT. 5

Date: 01/03/2012

Submitted electronically to the

Texas Commission on Law Enforcement
Officer Standards and Education

Item 24

Travis County Commissioners Court Agenda Request

Meeting Date: 05/01/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive Planning and Budget
Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on an economic development agreement with Apple, Inc.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached is a final draft of an economic development agreement with Apple, Inc. The agreement incorporates all the key terms approved by Commissioners Court on 4/17/12 and it includes all attachments and minor revisions discussed on 4/24/12. It has been reviewed by Apple and their legal representatives.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

The estimated ad valorum tax rebate over a 15 year agreement period is between $5.4 million and $6.4 million depending on level of performance by the Apple on the terms of the agreement.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	Cheryl Aker

4/26/12 – DRAFT

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN TRAVIS COUNTY AND APPLE INC.

This Economic Development Agreement ("**Agreement**") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("**County**"), and Apple Inc., a California corporation qualified to do business in Texas, its successors and assigns ("**Company**"), the owner of the taxable real property in Travis County, Texas.

RECITALS

WHEREAS, Travis County is authorized to enter into this Agreement under Chapter 381 of the *Texas Local Government Code* ("**Chapter 381**"); Subsection 381.004(b), authorizing counties to develop and administer community and economic development program(s) to stimulate business and commercial activity in a county; and Subsection 381.004(h), authorizing counties to develop and administer a program under Subsection 381.004(b) for making loans and grants of public money; and counties are authorized to pursue economic development under other statutes.

WHEREAS, it is the intent of Travis County and the Company that, as a result of the Company's development under this Agreement, business and commercial activity in Travis County will be stimulated, and commercial activity will be encouraged, developed and stimulated, producing additional tax revenue, job opportunities, and small business opportunities for Travis County.

WHEREAS, the Company has stated that the Project described in this Agreement would not be completed as set forth without the herein granted County assistance.

WHEREAS, the Company intends to develop a new Americas Operations Center ("**Americas Operations Center**," or "**Center**"), with up to 200,000 square feet in Phase I and up to 800,000 square feet in Phase II, to be located at West Parmer Lane and Delcour Drive in Austin, Texas, which will contribute to the general economy of Travis County, Texas; make significant capital investments, thus increasing the tax base for Travis County; and create new full time jobs which will benefit the job force of Travis County.

WHEREAS, the investment by the Company is estimated to be approximately $282,500,000.

WHEREAS, the Commissioners Court finds that the development set forth in this Agreement will result in substantial immediate and long-term benefit to Travis County and significant financial benefit to other taxing entities within Travis County and will promote state and local economic development, all furthering a public purpose.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, reimbursements and payments, the amount and sufficiency of which are acknowledged, the County and the Company agree to the terms and conditions stated in this Agreement.

1.0 DEFINITIONS. In this Agreement,

1.1 "**Ad Valorem Taxes**" means those property taxes assessed by the County on real and personal property located within Travis County.

1.2 "**Affiliate**" means all companies under common control with, controlled by, or controlling the Company. For purposes of this definition, "control" means 50% or more of the ownership determined by either value or vote.

1.3 "**Agreement Funds**" means all money paid to the Company pursuant to this Agreement.

1.4 **"Agreement Term"** means that time period commencing on the Effective Date of this Agreement, and continuing through December 31, 2030.

1.5 "**Base Year**" means calendar year 2012.

1.6 "**Base Year Value**" means the taxable value assessed by the County for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property on January 1, 2012, as set forth on the certified tax rolls of the County.

1.7 "**City Agreement**" means the Economic Development Agreement between the Company and the City of Austin, a copy of which is attached to this Agreement and marked Attachment D.

1.8 "**Commissioners Court**" means the Travis County Commissioners Court.

1.9 "**Completion Date**" references construction, and means the date of issuance of the Certificate of Occupancy for the Project. The Parties agree that the Completion Dates will be as follows:

1.9.1 Phase I Completion Date: on or before December 31, 2015

1.9.2 Phase II Completion Date: on or before December 31, 2021

1.10 "**Construction Delay**" means a material delay in the construction of the New Improvements for the Project that affects the Construction Timetable and is the result of (i) force majeure as described in Section 14.6, or (ii) the inability of the Company, through no fault of its own, to obtain the necessary permits and approvals of the City of Austin, or other governmental entity, in a timely manner.

1.11 "**Construction Timetable**" means the timetable for the commencement and completion of construction of the various buildings comprising the New Improvements that will be needed to enable the Company to provide the Required Number of Jobs in accordance with the Employment Schedule.

1.12 **"Contract Employees"** means, collectively, Employees of the Company, or persons hired by an employment agency or other company, to perform Contract Jobs.

1.13 "**Contract Jobs**" mean those jobs performed by independent contractors of the Company or employees of the Company's independent contractors.

1.14 "**County Auditor**" means Susan Spataro, the Travis County Auditor, or her successor.

1.15 "**Effective Date**" for purposes of the Agreement Term, will be May 1, 2012, upon execution of the Agreement by both Parties.

1.16 "**Employees**" means, collectively, employees of the Company performing existing Full-time Jobs or New Full-time Jobs.

1.17 "**Employment Year**" means each of the ten (10) years referenced in paragraph (b) of Section 5.1.2

1.18 "**Employment Schedule**" means the schedule in paragraph (b) of Section 5.1.2 for the Company to provide the Required Number of Jobs.

1.19 "**Existing Full-time Jobs**" are full-time jobs held by employees of the Company or independent contractors or employees of independent contractors that are employed at an existing Company facility in Austin prior to the Effective Date, excluding employees of the Company's retail stores.

1.20 "**Eligible Property**" means all real and tangible business personal property of the Project which was not present on the Property as of the Base Year of this Agreement and which is subject to assessment for Ad Valorem Taxation by the County (excluding inventory, supplies and the purchase price of the real property) as more fully described in this Agreement as more fully described in Attachment A, also referred to herein as the New Improvements and New Machinery and Equipment.

1.21 "**Is doing business**" and "**has done business**" mean:

1.21.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.21.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.21.3 Any payments, receipts, loans, or receipts of a loan which are less than $250.00 per calendar year in the aggregate; or

1.21.4 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

1.22 "**Key Contracting Person**" means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Agreement and marked Attachment B.

1.23 "**New Full Time Jobs**" are full-time jobs created after the Effective Date and held by employees of the Company or independent contractors or employees of independent contractors that are employed at the Project.

1.24 "**New Improvements**" means" means that development done by the Company as part of the Project to be constructed, expanded and renovated as set forth in this Agreement. A list of the proposed New Improvements is set forth on Attachment A hereto and made a part hereof.

1.25 "**New Machinery and Equipment**" means machinery, equipment, and other items treated as personal property by the relevant taxing authorities, and purchased after the Effective Date, and installed and used at the Project for the purpose of supporting the operations of the Company.

1.26 "**Parties**" and "**Party**" means the County and/or the Company.

1.27 "**Payment Term**" means that time period beginning on January 1, 2016, and ending on December 31, 2030, unless earlier terminated pursuant to the terms of this Agreement. Each calendar year within the Payment Term is designated as a Payment Year.

1.28 "**Payment Year Value**" means the taxable value of new improvements on the Property determined by TCAD for the purpose of the payment of Travis County Ad Valorem Taxes on the Eligible Property for any tax year included in the Payment Term of this Agreement as set forth on the certified tax rolls of the County.

1.29 "**PBO**" means Travis County Planning and Budget Office.

1.30 "**Project**" means the proposed development, as described herein, of the new Americas Operations Center of the Company, as more fully described in Attachment A.

1.31 "**Property**" means the land (real property) on which the Project will be developed as further described in Attachment A.

1.32 "**Rebate**" means grant funds paid by the County to the Company (pursuant to *Texas Local Government Code*, Chapter 381, Subsection 381.004(h) and other statutes) as a result of performance of obligations under this Agreement, the amount of which is based on a percentage of specified Ad Valorem Taxes paid by the Company on the Eligible Property.

1.33 "**Rebate Percentage**" means the percentages referenced in Section 4.1.1 to be used to calculate the Rebate paid to the Company pursuant to this Agreement.

1.34 "**Required Annual Compensation**" means the average annual compensation, excluding health insurance and retirement benefits.

1.35 "**Required Number of Jobs**" means, for any calendar year during the Agreement Term, the minimum number of Existing Full-time Jobs and New Full-time Jobs the Company is required to either create or maintain during that calendar year as stated in Section 5.1.2.

1.36 "**Subcontract**" means any agreement between the Company and another party to fulfill, either directly or indirectly, any of the requirements of this Agreement, in whole or in part.

1.37 "**Subcontractor**" means any party providing services required under this Agreement pursuant to an agreement between Company and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of the Company; and any party or parties providing services for the Company which are required under the terms of this Agreement.

1.38 "**TCAD**" means the Travis Central Appraisal District.

1.39 "**Termination Date**" means the earlier to occur of

(a) December 31, 2030, or

(b) the date on which this Agreement Term is terminated pursuant to the other provisions of this Agreement.

2.0 GENERAL TERMS

2.1 **Authority; Statutory Authorization**. The County is authorized to enter into this Agreement under the *Texas Local Government Code*, Chapter 381, Subsection 381.004 (and other applicable provisions of the *Texas Local Government Code*, Chapter 381, and other applicable statutes), in order to stimulate business and commercial activity in Travis County, Texas.

2.2 **Purpose**. The purpose of this Agreement is to grant benefits to the Company in order to stimulate and encourage business and commercial activity in Travis County, to create more job opportunities, build the sales and property tax base and promote a partnership relationship with the private sector businesses that will bring capital intensive projects to Travis County.

2.3 **Terms**.

2.3.1. **Agreement Term**. The County and the Company acknowledge and agree that, unless earlier terminated by the Parties pursuant to the terms of this Agreement, this Agreement shall be effective commencing on May 1, 2012 (the Effective Date, as defined herein), and continuing through December 31, 2030, unless earlier terminated pursuant to the terms of the Agreement.

2.3.2. **Payment Term**. The payment of the Agreement Funds will take place upon compliance with all terms of this Agreement beginning on the first year of the Payment Term which begins January 1, 2016 , and continues through December 31, 2030 (unless earlier terminated pursuant to the terms of this Agreement), as defined in this Agreement; provided, however, in recognition of the fact that Agreement Funds will be calculated and paid after taxes have been assessed and paid to the County, and therefore always in arrears, the Agreement Term shall be deemed to include the time necessary for the payment of any Agreement Funds to the Company which extend beyond the period of time defined as the Agreement Term in Section 1.4.

2.4 **Administration of Agreement**. This Agreement shall be administered for the County by the Travis County Planning and Budget Office (PBO). Company shall provide the County through PBO with all information required for the County to determine and ensure compliance with every term of this Agreement, including those forms attached hereto.

3.0 ENTIRE AGREEMENT

3.1 **All Agreements.** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.

3.2 **Attachments**. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by the Company in accordance with all terms of this Agreement.

3.2.1. Attachment A - Description of Property and Project
3.2.2. Attachment B - Ethics Affidavit
3.2.3 Attachment C - Reporting Form
3.2.4 Attachment D - City of Austin Agreement

4.0 AGREEMENT FUNDS

4.1 **Agreement Funds**.

4.1.1. **Rebate Basis**. Subject to the terms and conditions set forth in this Agreement, in consideration of full and satisfactory performance of the requirements and obligations under this Agreement, the County hereby grants the Company a Rebate as follows:

(a) **Initial Ten Year Payment Period.** For the Initial Ten Year Payment Term (defined as January 1, 2016 – December 31, 2025, the Rebate shall be computed as an amount equal to sixty percent (60%) of the excess of the Payment Year Ad Valorem Taxes paid on Eligible Property over the Base Year Ad Valorem Taxes paid on Eligible Property. Said Rebate shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid – Base Year Ad Valorem Taxes Paid) X .60 = Annual Reimbursement/Rebate by County

(b) **Subsequent Five Year Payment Period**. For the Subsequent Five Year Period (defined as the five-year period following the Initial Ten Year Period, or January 1, 2026 – December 31, 2030) rebate shall be computed as an amount equal to forty percent (40%) of the excess of the Payment Year Ad Valorem Taxes paid on Eligible Property over the Base Year Ad Valorem Taxes paid on Eligible Property. Said rebate shall be computed as follows:

(Payment Year Ad Valorem Taxes Paid - Base Year Ad Valorem Taxes Paid) X .40 = Annual Reimbursement/Rebate by County

The above Rebate Percentages are subject to adjustment as provided in Section 5.2 and Section 8.4.

4.1.2. **Rebate Due Date**. Until the Termination Date, County shall reimburse Company annually the amount due under this Agreement with respect to a tax year according to the schedule set forth in Section 4.2.1.

4.1.3. **New Improvements and New Machinery and Equipment**. The incentives provided under this Agreement shall be granted for the New Improvements and New Machinery and Equipment for the Project described in Attachment A.

4.1.4. **Continuing Taxation**. During the Agreement Term, the Company shall be subject to all County taxation not rebated under this Agreement, and to all other applicable taxation. Ad Valorem Taxes shall be payable in full on the Company's taxable property, with rebate to be paid by the County pursuant to this Agreement as follows:

(a) The taxable value of ineligible property (property not included under the definition of Eligible Property) shall be fully taxable, with no rebate.

(b) The Base Year Value of the properties of the Company shall be fully taxable, with no Rebate.

(c) The value of Eligible Property shall be fully taxable with rebate by County to Company of sixty percent (60%) of that payment (if attributable to the Initial Ten Year Payment Period) or forty percent (40%) of that payment (if attributable to the Subsequent Five-Year Payment Period) as set forth in this Agreement.

4.2 **Determination and Payment of Agreement Funds**.

4.2.1. **Reporting/Completion/Payment Dates**. The following dates will guide performance, reporting and payment under the terms of the Agreement. The Parties agree that, at any time, reporting, compliance determination and monitoring may allow for payment on an earlier schedule or may require payment on a later schedule, and the Parties will both cooperate to meet all Agreement requirements and provide for payment as expeditiously as possible. However, the following guidelines will be utilized to direct reporting, monitoring and payment to the best abilities of the Parties:

(a)	1/1/12 – 12/31/12	Base Year Value determined by TCAD (tax bill for 2012)
(b)	5/1/12	Effective Date (upon execution by both Parties)
(c)	5/1/12 – 12/31/30	Agreement Term
(d)	12/31/15	Completion of Phase I $56,500,000 Investment
(e)	1/1/16	Payment Term begins (Payment made in 2016 will be based on 2015 performance)
*(f)	3/31/16	Annual Report due as to performance for 2015
*(g)	4/30/16	County response due on Annual Report (as applicable)
*(h)	9/1/16 – 9/ 30/16	County budget process for FY '17
*(i)	10/31/16	County payment due (if full compliance confirmed)
(j)	12/31/16	300 New Full-time Jobs Created
(k)	1/1/17	Second Payment Year begins
*(l)	3/31/17	Annual Report due as to performance for 2016
*(m)	9/1/17 – 9/30/17	County budget process for FY '18
*(n)	10/31/17	County payment due (if full compliance confirmed)
(o)	12/31/17	Additional 300 New Full-time Jobs Created (600 total)
(p)	12/31/18	Additional 50 New Full-time Jobs Created (650 total)
(q)	12/31/21	Completion of Phase II
(r)	12/31/25	End of Initial Ten Year Payment Period Additional 2,985 New Full-time Jobs Created (3,635 total)
(s)	12/31/30	End of Subsequent Five Year Payment Period End of 15 year payment period

* Report/Payment process repeats each year of 15 year Payment Term.

All above dates are subject to adjustment pursuant to the provisions of this Agreement.

4.2.2. **Annual Report**. For each tax year during the Payment Term of this Agreement, subject to performance by the Company of its obligations hereunder, the County shall rebate and pay to the Company by check or wire transfer the amount to be rebated from Ad Valorem Taxes paid by Company for said tax year according to the following procedure:

(a) **Annual Reporting Form**. On or before March 31 of each year during the Payment Term (beginning as shown in Section 4.2.1 above), the Company shall notify TCAD, Travis County Tax-Assessor Collector and PBO in writing of its calculation of the Agreement Funds due to the Company by the County for the immediately preceding tax year ("**Annual Reporting Form**") using the format of the Annual Reporting Form attached to this Agreement as Attachment C. The Annual Reporting Form will show the amount of Ad Valorem Taxes paid on

Eligible Property by the Company for said tax year that are attributable to the Base Year Value and the amount of Ad Valorem Taxes paid on Eligible Property by the Company that are attributable to the Payment Year Value for that tax year, and will include a completed Annual Reporting Form, a copy of the tax bill and a copy of the evidence of payment issued by the Company in payment of that bill (and a copy of any other documentation required by the County pursuant to this Agreement). Initial submission of the Annual Reporting Form and Payment shall proceed as set forth in Section 4.2.1.

(b) **Certification of Compliance**.

(i) **Annual Certification**. The Reporting Form (also referred to herein as the "**Agreement Funds Notice**") attached to this Agreement will also include the Company's signature certifying that the Company warrants to the County that it is in full compliance with each of its obligations under this Agreement, including the number of jobs maintained by the Company for the preceding year. The Company shall provide such forms annually, and shall certify annually to the County that the Company is in compliance with all applicable terms of this Agreement.

(ii) **Inability to Comply**. If the Company cannot certify complete compliance with the terms of the Agreement, the Company shall include a full and complete explanation of the reasons for the failure to comply along with the Company's plans to achieve compliance or reasons that compliance cannot be achieved. Upon receipt of such explanation, the Commissioners Court of the County may, at its sole discretion, agree to work with the Company to develop a mutually agreeable amendment to this Agreement with which the Company can comply, or terminate the Agreement by written notice given to the Company within ninety (90) days after the Agreement Funds Notice including the notice of inability to comply is given to the County.

(c) **Access, Monitoring and Inspections**.

(i) **Access**. The Company shall provide access to and authorizes monitoring visits of the Project as necessary to determine compliance with this Agreement.

(ii) **Inspection**. The County has the right to inspect the Project (see Sections 5.3.2 and 5.8.2) and pertinent records of the Company as necessary to verify compliance. Inspections shall be preceded by at least seventy-two hours' notice by telephone to the head of the Center or other person designated by the Company, and may be attended by the Company representatives. Visits and Inspections shall be conducted so as not to interfere with the business operations of the Company and shall comply with the Company's safety standards. The County acknowledges and agrees that the work of constructing and installing the Project is of highly sensitive nature and, therefore, the County agrees that it will not make any type of recording or photographic record of the interior of the facility and agrees to keep all information relating to its contents confidential to the maximum extent allowed by law. Inspections/monitoring visits will be made by the County Executive of PBO (or her designee, with the Company's approval) and staff, and will be limited to review of those reports and information necessary to verify the Company's compliance with the requirements of this Agreement.

(iii) **Monitoring**. In order to verify compliance with employment requirements, the County will be provided access on site to those original reports submitted by the Company to the Texas Workforce Commission and any and all other data used by the Company as the basis for certification of the number of FTE's, the average salary, and the investment made pursuant to the requirements of the Agreement. Supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County (magnetic tapes will not be considered acceptable format). The Company acknowledges and agrees that the County may make ongoing inspections/monitoring visits under these same conditions as specified in this Agreement throughout the Agreement Term to ensure ongoing compliance with the terms of this Agreement. Any additional review will be as mutually agreed to by the County and the Company, and strictly limited to that information necessary to confirm Agreement compliance. If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, the County reserves the right to require additional information as reasonably necessary to complete the final review and approval of the information submitted and to withhold approval of the Agreement Funds Notice until such additional information is made available pursuant to this Section 4.2.2.

(iv) **Personal Data**. In the course of verifying, the Company's compliance with the requirements of this Agreement, the County and the County's employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"). The County acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement, and will not use the Personal Data for any purpose other than verification of the Company's compliance with the requirements of this Agreement. The County shall take appropriate legal, organizational and technical measures to ensure the confidentiality of Personal Data, and protect Confidential Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data. In the event the County collects Personal Data, the County shall at all times comply with the Company's lawful instructions regarding the Personal Data, as well as all applicable laws, regulations, and international accords or treaties.

(v) **County Coordination With City of Austin**. The Parties agree that the County may designate individuals from the City of Austin ("**City**") or a designated outside consultant of the County or the City to assist in accessing, inspecting, monitoring and evaluating the Company's performance under this Agreement, and the Company agrees to cooperate with the City representatives (or consultant) in such instances.

4.2.3. **Rebate Amount**. Upon verification by the County of the amount shown in the Agreement Funds Notice and other reporting information provided by the Company to the County under this Agreement, the County shall grant and pay to the Company the Agreement Funds calculated in accordance with Section 4.1.1.

4.2.4. **Material Issues in Agreement Funds Notice**. If the County identifies any material issues in the Agreement Funds Notice, the County will advise the Company of such material issues that are identified in the verification process within 30 days of receipt of the Agreement Funds Notice and other reporting information to allow the Company to correct/complete such Agreement Funds Notice. Should the Company and the County be unable to agree to the completion/correction of the Agreement Funds Notice within thirty (30) days of receipt of the notice by the Company of material issues, the matters will be addressed as provided in Section 8 of this Agreement.

4.2.5. **Final Rebate**. The final grant of Agreement Funds by the County to the Company pursuant to this Agreement shall be based on the Agreement Funds Notice relevant to the last year of the Agreement Term. Upon the County's paying of said final payment as described in this Section 4.2.5, this Agreement shall terminate.

5.0 COMPANY PERFORMANCE

5.1 **Requirements for Rebate**. The Company agrees to do the following to receive and retain the 60% Rebate during the Initial Ten Year Term and the 40% Rebate during the Subsequent Five Year Period, as described in Section 4.1.1:

5.1.1. **Construction and Operation of Project**. The Project, as described in Attachment A, must meet the following requirements regarding the construction and operation of the Project:

(a) **Location**. The Project will be located at West Parmer Lane and Delcour Drive in Austin, Texas, or other location within the City of Austin's Desired Development Zone (as defined in Section 25-1-21 of the *Austin City Code*).

(b) **Ownership and Use**. The Property on which the current Project is located must be owned by the Company or its Affiliate, and the Project will be used for the Company's Americas Operations Center, as more particularly described in Attachment A. Any additional land utilized under this Agreement will be owned by the Company or its Affiliate and subject to the requirements of this Section 5.1.1. The Company agrees that the Project is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the Commissioners Court.

(c) **Phased Construction and Required Investment**. The Project will be constructed in two phases. Phase I will have approximately 200,000 square feet of space in two buildings, and the Company will invest a minimum of $56,500,0000 for New Improvements and New Machinery and Equipment for Phase I by no later than December 31, 2015. Phase II will have approximately 800,000 square feet in several buildings, and the Company will invest a minimum of $226,000,000 for New Improvements and New Machinery and Equipment for Phase II by no later than December 31, 2021. In the event that the Company exceeds the minimum Phase I investment, the value of such excess may be applied toward the minimum Phase II investment. Investments will be as documented by the Company in its rendition to TCAD for each year of the Agreement Term.

(d) **Minority and Women-Owned Business Enterprises**. The Company will use good faith efforts and will encourage its agents and contractors to use good faith efforts, to ensure that Minority and Women-Owned Business Enterprises and Historically Underutilized Businesses have the opportunity to participate in the design, construction and operation of the Project. The Company will comply with the conditions and requirements of Section 1.04 of the City

Agreement regarding the opportunity for Minority and Women-Owned Business Enterprises to participate in the design and construction of the Project and as suppliers for materials and services for the operation of the Project, and such compliance will be deemed to be compliance with the above provisions in this paragraph (d).

(e) **Construction Laws**. In the execution of the construction contracts for Phase I and Phase II, the Company will comply with all applicable state and federal laws relating to construction, including laws related to labor, equal employment opportunity, safety, and minimum wage. The Company agrees to make commercially reasonable efforts to work with the Workers Defense Project in an effort to meet this obligation.

5.1.2. **Employment**. The Company must meet the following employment requirements:

(a) **Required Number of Jobs**. In addition to retaining 3,100 Existing Full-time Jobs, the Company shall create at least 3,635 New Full-time Jobs by December 31, 2025. If there is a shortfall during any year of the Agreement Term regarding the Company's retention of 3,100 Existing Full-time Employees, such shortfall shall be offset to the extent that the actual cumulative total of New Full-time Jobs exceeds the specified cumulative total of New Full-time Jobs for such year as stated the following Employment Schedule. Contract Jobs shall not exceed 25% of the total of Existing Full-time Jobs and New Full-time Jobs at any time during the Agreement Term.

(b) **Employment Schedule**. The 3,635 New Full-time Jobs shall be added by the Company in accordance with the following Employment Schedule:

Employment Year One: 300 New Full-time Jobs by December 31, 2016.

Employment Year Two: 300 additional New Full-time Jobs by December 31, 2017, for a cumulative total of 600 New Full-time Jobs.

Employment Year Three: 50 additional New Full-time Jobs by December 31, 2018, for a cumulative total of 650 New Full-time Jobs.

Employment Year Four: 150 additional New Full-time Jobs by December 31, 2019, for a cumulative total of 800 New Full-time Jobs.

Employment Year Five: 350 additional New Full-time Jobs by December 31, 2020, for a cumulative total of 1,150 New Full-time Jobs.

Employment Year Six: 420 additional New Full-time Jobs by December 31, 2021, for a cumulative total of 1,570 New Full-time Jobs.

Employment Year Seven: 450 additional New Full-time Jobs by December 31, 2022, for a cumulative total of 2,020 New Full-time Jobs.

Employment Year Eight: 450 additional New Full-time Jobs by December 31, 2023, for a cumulative total of 2,470 New Full-time Jobs.

Employment Year Nine: 525 additional New Full-time Jobs by December 31, 2024, for a cumulative total of 2,995 New Full-time Jobs.

Employment Year Ten: 640 additional New Full-time Jobs by December 31, 2025, for a cumulative total of 3,635 New Full-time Jobs.

(i) Ongoing Employment Obligations. During each year of the remainder of the Agreement Term after December 31, 2025, the Company shall continue to have not less 3,100 Existing Full-time Jobs and 3,635 New Full-time Jobs.

(ii) Excess Credits. If the cumulative total of New Full-time Jobs during any Employment Year exceeds the required number for such Employment Year, the excess number shall be credited against any shortfall in the required number of New Full-time Jobs during any subsequent Employment Year.

(iii) Construction Delay Impact – Construction Timetable and Employment Schedule. The County acknowledges that the foregoing Employment Schedule is based on the Company's ability to construct the buildings and other facilities that will be needed to accommodate 3,635 New Full-time Employees in accordance with its Construction Timetable for Phase I and Phase II of the Project. If there is a Construction Delay that will materially affect the Construction Timetable, the Company will give written notice to the County. The County Executive shall thereafter have the authority to extend the deadlines for completing the construction of the Phase I and Phase II Improvements and to modify the Employment Schedule in an equitable manner, if the County Executive reasonably determines that a Construction Delay has occurred and that such Construction Delay will materially affect the Construction Timetable. In no event, however, shall the December 31, 2025 deadline for the Company to create 3,635 of New Full-time Jobs be extended by the County Executive.

(c) **Required Annual Compensation**. The Required Annual Compensation for all New Full-time Jobs, excluding Contract Jobs, must not be less than the following amounts at the end of each Employment Year:

Employment Year	Required Annual Compensation
One	$ 54,000
Two	$ 56,000
Three	$ 58,000
Four	$ 61,000
Five	$ 63,000
Six	$ 65,000
Seven	$ 67,000
Eight	$ 70,000
Nine	$ 72,000
Ten	$ 73,500

During each year of the remainder of the Agreement Term after December 31, 2025, the Required Annual Compensation shall not be less than $73,500.

(d) **Recruitment.** The Company will comply with the conditions and requirements of Section 1.03 of the City Agreement regarding the recruitment of Employees for New Full-time Jobs.

(e) **Company Health Benefits.** For Employees who are hired to provide the Required Number of Jobs pursuant to this Agreement, the Company must provide, and ensure that Employees who perform Contract Jobs are provided, health benefits as follows:

(i) the health benefits must be provided to the Employees and their family members and domestic partners; and

(ii) meet all applicable federal requirements for benefits provided;

(iii) with the Company or other provider contributing to such health benefits.

(f) **Livable Wage**. During the Payment Term, the average of the annual wages paid to the lowest paid 10% of the Company's Employees that are included as part of the Required Number of Jobs must be greater than $35,000, and hourly wages of paid to Contract Employees that are included as part of the Required Number of Jobs must be greater than the County's livable, minimum wage of $11.00 per hour.

(g) **Opportunity To Correct Deficiency**. If the Company has not satisfied the requirements and conditions described in paragraphs (b), (c), (d), (e), and (f) above at the end of any year during the Payment Term, the Company shall have a period of ninety (90) days after the end of the applicable year to correct such deficiency, but the County shall not have any obligation to give the Company notice concerning such deficiency pursuant to Section 8.5. If the Company fails to correct the deficiency within such 90-day period, the Company shall be not be entitled to receive the applicable Agreement Funds for such year.

5.1.3. **Employee Transportation**.

(a) **Transportation Program**. The Company has an existing Transportation Program at its current facilities in the Riata Vista Office Park to encourage its employees to use public transportation services, reduce traffic congestion and promote cycling and other transportation options, which include the following features: (i) free shuttle service is provided to nearby Capital Metro Transit Stations and Express Bus routes; (ii) monthly subsidy for employees using public transportation; (iii) online carpool matching service to connect employees with similar commuting routes; (iv) online bicycle route matching service to connect employee cyclists; (v) monthly subsidy to promote cycling; (vi) onsite showers, lockers and racks for cyclists; (vii) taxi vouchers for employees who use public transportation, carpool or bicycle in the event of a personal or family emergency; and (viii) free onsite shuttle service around the Company's campus. During the Agreement Term, the Company shall continue to maintain a Transportation Program for the employees at the Project with substantially similar features.

(b) **Lone Star Rail District**. The County and the Company agree that convenient access to public transportation is important to the region and to the Project, and the County and the Company support the efforts of the Lone Star Rail District to convert the existing Union Pacific rail line to commuter rail service between the Austin and San Antonio metropolitan areas, and to include one or more transit stations near the Project. The Company agrees to participate in discussions with representatives of the Lone Star Rail District, other governmental entities and other area landowners regarding the proposed location of nearby transit stations and possible sources of financing that may include participation by the Company and other area landowners.

5.2 **Requirements for Additional Rebate and Goal Components**. The 60% Rebate during the Initial Ten Year Period and the 40% Rebate during the Subsequent Five Year Period, as described in Section 4.1.1, shall be increased by the following additional Rebate Percentages if the Company performs the following obligations:

5.2.1 **LEED Certification**. The Company shall be entitled to receive five percent (5%) additional rebate percentage if the Company achieves LEED Certification from the U.S. Green Building Council for building or buildings to be constructed on the Property. The additional Rebate Percentage shall not be applicable until the Company has provided the County with the appropriate documentation concerning the LEED Certification for such buildings.

5.2.2 **Travis County Residents**. If the Company provides written certification to the County that 50% or more of the cumulative total of New Full-time Jobs for any Employment Year, or any year thereafter during the Agreement Term, are held by residents of Travis County, the Rebate Percentage for that year shall be increased by an additional 5%.

5.2.3 **Project Goals.** The following components of the Project are goals which the Company agrees to make a good faith effort to attain:

(i) Environmental. The Project will be completed and maintained in a manner which preserves and respects the natural environment by maintaining green space as set forth in the plan of development presented to and approved by the City of Austin, as evidenced by certificates of occupancy from the City of Austin. The Company shall not violate any federal, state or local legislation and/or regulation(s) which prohibit or regulate deleterious effects on the environment within the Project. This Property may not be located over an environmentally sensitive aquifer or contributing zone, and the Company hereby certifies that the Property is not located over an environmentally sensitive aquifer or contributing zone.

(ii) Parking. Development will be completed in a manner which includes adequate parking.

(iii) Community Improvement. The County acknowledges the active participation by the Company in community development activities which contributes to the development and improvement of Travis County in areas beyond those directly related to business and the economy. The Company agrees to make commercially reasonable efforts to continue such participation related to local education, job training and job mobility through activities such as financial contributions to local schools and volunteer work within the community.

5.3 **Reports**.

5.3.1. **Annual Report**.

(a) **Annual Report Filing**. Beginning the end of the first year of the Payment Term, the Company shall provide an annual report (and/or other reports as reasonably requested by County) reflecting the fulfillment of all requirements of this Agreement in a format provided by County and included in this Agreement as Attachment C ("**Reporting Form**.)" The Company shall provide the Chief Appraiser of TCAD ("**Appraiser**"), the Travis County Tax Assessor-Collector and PBO any and all information necessary for administration of this Agreement,

including a completed reporting form (Attachment C - **"Reporting Form – Agreement Funds Notice"**) within a reasonable time after the end of each calendar year in the Payment Term, allowing adequate time for the Company to collect the data and submit to the County the resulting report which will reflect information related to the previous 12-month period (or other time period as specified). The Company acknowledges and agrees that the Reporting Form is a document that will be available to the public. The Company considers any other information provided to the County and the other governmental entities referenced above to be proprietary and confidential, and such documents and information will not be disclosed by the County except as required under the Texas Public Information Act.

(b) **Other Information**. The Reporting Form shall include the information necessary to meet applicable requirements under the *Texas Tax Code*. The Appraiser of TCAD shall annually determine (i) the taxable value pursuant to the terms of this Agreement and (ii) full value without rebate under this Agreement. The Appraiser shall record both the rebated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the amount of rebated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that provides for recapture under this Agreement. Each year, the Company shall furnish the Appraiser with such information outlined in the *Texas Tax Code*, Chapter 22, as may be necessary for the administration of the rebate specified herein. Company shall be entitled to appeal any determination of the Appraiser in accordance with the provisions of the *Texas Tax Code*.

5.3.2. **County Monitoring of Reports**. The County retains the right to monitor and audit the findings in all reports provided or made available to the County under this Agreement as necessary to confirm compliance with the terms of this Agreement (see Section 5.8.2). The Company shall retain all reports made by third parties related to this Agreement and allow the County reasonable access to such reports if County requests the opportunity to review such reports. The County will only request such review upon reasonable cause to question the accuracy of the Report submitted by the Company to the County.

5.3.3. **Report Information**. The following general information, as applicable for each year in a reporting period will be included:

(a) documentation to show commencement date and completion date (as applicable);

(b) total value of completed Project (as certified by TCAD for Travis County Ad Valorem Taxation);

(c) total number of Existing Full-time Jobs and total number of New Full-time Jobs and date of hire for each;

(d) average salary of New Full-time Jobs, excluding Contract Jobs;

(e) information showing the amount of County Ad Valorem Taxes paid by the Company and the amount of Agreement Funds reimbursed by the County to date;

(f) other information as necessary to support compliance with terms of this Agreement, including Section 5.1.1(d); and

(g) certification as to accuracy of report and compliance with the terms of the Agreement.

5.3.4. **Job Data**. The Reporting Form shall also include data showing the number of Existing and New Full-time Jobs created and maintained as a result of the Project and the average

salary for those jobs, including that information specifically set forth in the Reporting Form (Attachment C). The Company shall create and maintain such records as necessary for the County to audit performance under this requirement, including documentation which supports that information shown in the Reporting Form and any other information reasonably necessary to calculate FTEs as related to performance under this Agreement. As provided in Section 5.8.2, the County may require such other documentation as reasonably deemed necessary to support reported employment efforts of the Company as required under this Agreement.

5.3.5. **Ad Valorem Taxes**. The Reporting Form shall include information showing the amount of Travis County Ad Valorem Taxes due for payment by Company, the amount by which the Ad Valorem taxes would be rebated as a result of compliance with the applicable terms of this Agreement and other information as specified in the form attached as Attachment C.

5.4 **Company Authority**. The Company warrants that Company has the authority to enter into this Agreement and that the person signing this Agreement on behalf of the Company is duly authorized to do so.

5.5 **Accuracy of Information**. The Company will use commercially reasonable efforts to ensure that all reports, data and information submitted to the County will be accurate, reliable and verifiable according to the terms of this Agreement. Approval by the County of such information shall not constitute nor be deemed a release of the responsibility and liability of the Company, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by the County for any defect, error, omission, act or negligence or bad faith by the Company, its employees, agents, or associates.

5.6 **W-9 Taxpayer Identification Form**. The Company shall provide the County with an Internal Revenue Service 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 Agreement Funds may be paid to the Company.

5.7 **Indemnification and Claims**.

5.7.1. **INDEMNIFICATION**. **The Company agrees to and shall indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("Claim"), for injury to or death of any person, for any act or omission by the Company, or for damage to any property, arising out of or in connection with the work done by the Company under this Agreement, whether such injuries, death or damages are caused by the Company's sole negligence or the joint negligence of the Company and any other third party.**

5.7.2. **Claims Notification**. If any claim, or other action, including proceedings before an administrative agency is made or brought by any person, firm, corporation, or other entity against the Company or the County relating to the enforcement of this Agreement, the Party with notice of the Claim shall give written notice to the other Party of the Claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a Claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the Claim, action or proceeding; the court or administrative tribunal, if any, where the Claim, action or proceeding was instituted; and the name or names of any person against whom this Claim is being made or

threatened. This written notice shall be given in the manner provided in the "**Notice**" provision of this Agreement. Except as otherwise directed, the Party with notice of the Claim shall furnish to the other Party copies of all pertinent papers received by that Party with respect to these Claims or actions.

5.8 **Miscellaneous Responsibilities.**

5.8.1. Change in Project. The Company shall notify the County immediately and in advance where possible, of any significant change relating to the Project that may affect the Company's performance under this Agreement, including any change in the Company's name or identity.

5.8.2. Employment Records and Investment Certification. In order to verify compliance with employment, salary and investment requirements, the Company will provide the County with an annual written certification (attached to the Reporting Form) by an authorized representative of the Company of the following:

(i) Number of Existing and New Full-time Jobs
(ii) Average Salary of New Full-time Jobs
(iii) Amount of investment pursuant to this Agreement

The Company agrees to provide the County access at the Company's Austin location at the time of submission of the certification and as needed to any and all supporting documentation which was utilized in making the determinations reported in the certification as to the number of FTE's, the average salary and the amount of investment by the Chief Financial Officer. This supporting documentation will be made available at the Company's Austin location in a format that allows for easy review by the County.

If the County determines that the documentation provided is insufficient to adequately document the accuracy of the information or disputes the accuracy of the information, the County reserves the right to require additional information as necessary to complete the final review and approval of the information submitted and to withhold approval of the Agreement Funds Notice until such additional information is made available pursuant to this Section 5.8.2.

5.8.3. Record Maintenance. Company shall maintain all records and reports required under this Agreement for a period of three years after the termination date, or until all evaluations, audits and other reviews have been completed and all questions or issues, including litigation, are resolved satisfactorily, whichever occurs later.

6.0 AMENDMENTS

6.1. **Written Amendments Only**. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made in writing and signed by both Parties. An amendment may only be approved by the Parties if the terms and provisions of the amendment reflect provisions which could have been included in the original Agreement.

6.2. **Acknowledgments as to Amendments**. It is acknowledged by the Company that no officer, agent, employee or representative of the County has any authority to change the terms of this Agreement or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Agreement will not be effective.

6.3. **Submission**. The Company shall submit all requests for all changes, alterations, additions or deletions of the terms of this Agreement or any attachment to it to PBO , Attention: Leslie Browder, County Executive (or her successor in office) with a copy to the County Judge, Samuel T. Biscoe, or his successor in office. This Agreement shall be administered by PBO, and all information provided by the Company to the County shall be provided through PBO.

7.0 COMPLIANCE

7.1. **Federal, State and Local Laws**. The Company shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. The Company shall meet all applicable requirements of the County and the City codes and ordinances, rules and regulations and permit requirements, and all necessary inspections will take place in a timely manner. The Company will make all hiring decisions in compliance with the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990 and will not discriminate against any employee or applicant for employment on the basis of race, religion, color, national origin, age or handicapping condition in accordance with the Company's policies.

7.2. **Law and Venue**. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in State Court in Travis County and the City of Austin. The Parties acknowledge and agree that each Party shall be responsible for any attorneys' fees incurred by that Party relating to this Agreement.

7.3. **Immunity or Defense**. Section 7.2 notwithstanding, the Company expressly understands and agrees that, neither the execution of this Agreement nor the conduct of any representative of the County shall be considered to be a waiver of, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of it governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. The Company and the County shall have all remedies and defenses allowed by law.

7.4. **Failure to Comply**. The Commissioners Court may cancel or modify this Agreement, as set forth herein, if the Company fails to comply with the Agreement.

8.0 TERMINATION AND DEFAULT

8.1. **Termination**. This Agreement may be terminated in the following circumstances:

8.1.1. **Election Not to Proceed Prior to Rebate**. In the event the Company elects not to proceed with the Project as contemplated by this Agreement prior to the first receipt by the Company of the Agreement Funds, the Company shall notify County in writing, and this Agreement and the obligations on the part of both Parties shall be deemed terminated and of no further force or effect.

8.1.2. **Successful Completion**. This Agreement will terminate upon completion of the performance of the respective terms and conditions of the Agreement by both Parties or upon termination pursuant to the terms of this Agreement.

8.1.3. **Failure to Comply**.

(a) **Termination by County**. After notice of default and opportunity to cure pursuant to Section 8.5, this Agreement may be terminated, at the election of the County, if the Company fails to comply with the following conditions and requirements as set forth herein (each referred to herein as a "**Termination Event**"):

(i) The Company fails to comply with the requirements in paragraphs (a) and (b) of Section 5.1.1 regarding the location of the Project and the ownership and use of the Property.

(ii) The Company fails to complete the construction of Phase I and invest a minimum of $56,500,000 by December 31, 31, 2015 (or any extended deadline as the result of a Construction Delay), or fails to complete the construction of Phase II and invest a minimum additional amount of $226,000,000 by December 31, 2021 (or any extended deadline as the result of a Construction Delay, as more particularly described in paragraph (c) of Section 5.1.2.

(iii) The Company fails to retain 3,100 Existing Full-time Jobs and create at least 3,635 New Full-time Jobs by December 31, 2025 (or any extended deadline as the result of a Construction Delay), as provided in paragraph (a) of Section 5.1.2.

(iv) The Company allows its Ad Valorem Taxes to the County, the City of Austin, Round Rock Independent School District, Austin Community College District, Central Health District, or other local taxing entity to become delinquent and fails to timely and properly follow the legal procedure for their protest and/or contest.

In the event this Agreement is terminated by the County pursuant to this paragraph (a), the County shall have the right to recapture all of the Agreement Funds paid to the Company for the two (2) previous years pursuant to paragraph (a) of Section 8.2; no further Agreement Funds shall be payable by the County to the Company; and this Agreement shall be of no further force or effect.

(b) **Termination by Company**. After notice of default and opportunity to cure pursuant to Section 8.5, this Agreement may be terminated by the Company without prejudice to any other right or remedy which the Company or the County may possess, if the County fails to comply with its obligations under this Agreement

8.1.4. Judicial Finding. This Agreement may be terminated by either the County or the Company if the Rebate agreed to be made by the County herein is found to be invalid or illegal by a court of competent jurisdiction and said judicial decision is not overturned on appeal or is no longer subject to appeal. In the event that this Agreement is terminated under this Section 8.1.4 , the County shall have the right to recapture all of the money rebated to Company under this Agreement to the extent but only to the extent that said judicial decision specifically requires said Rebate to be refunded to the County, and there is no other lawful manner by which the County can reimburse, pay or credit the Company with the amount of said Rebate that is refunded as a result of said judicial decision.

8.2. **Recapture of Agreement Funds**. After notice of default and opportunity to cure pursuant to Section 8.5, the County shall have the right to recapture Agreement Funds previously paid to the Company in the following circumstances:

(a) If the Agreement is terminated because of an uncured Termination Event pursuant to paragraph (a) of Section 8.5, the County has the right to recapture an amount equal to all of the Agreement Funds paid to the Company for the two (2) previous years.

(b) If Company fails to meet the following requirements as of December 31, 2030, the County has the right to recapture an amount equal to all of the Agreement Funds paid by to the County for the five (5) year period prior to December 31, 2030:

(i)	Total retained Existing Full-Time Jobs:	3,100
(ii)	Total New Full-time Jobs:	3,635
(iii)	Total Investment:	$282,500,000

8.3. **Right to Withhold Agreement Funds**. In addition to the rights granted to the County to terminate this Agreement because of a Termination Event pursuant to paragraph (a) of Section 8.1.5, and/or to recapture Agreement Funds previously paid to the Company pursuant to Section 8.2, the County shall have the right to withhold any unpaid Agreement Funds in the following circumstances:

(a) As provided in paragraph (g) of Section 5.1.2, the County may withhold Agreement Funds for any year in which the Company fails to comply with the requirement of paragraphs (b), (c), (d), (e), and (f) of Section 5.1.2; or

(b) If the Company is in default with respect to any of its obligations under this Agreement, the County shall have the right to withhold the payment of any Agreement Funds the Company would otherwise be entitled to receive until such default has been cured.

8.4. **Reduction of Rebate Percentage.** The Company's Contract Jobs exceed 25% of the total Existing Full-time Jobs and New Full-time Jobs during any year of the Payment Term, the Rebate Percentage for the year in which such non-compliance occurred shall be decreased by 5%.

8.5. **Notice and Opportunity to Cure**. If either Party is in default with respect to such Party's obligations under this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party pursuant to the notice provisions in Section 10. The defaulting Party shall then have a period of ninety (90) days the receipt of such notice to cure such default. If the defaulting Party fails to cure such default within such 90-day period, the non-defaulting Party shall have the right to exercise the right and remedies provided for in this Agreement; provided, however, the County shall have the right to withhold the payment of Agreement Funds to the Company pursuant to Section 8.3, until the default is cured by the Company.

9.0 MISCELLANEOUS PROVISIONS

9.1. **Independent Contractor**. The parties expressly acknowledge and agree that the Company is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of the Company shall be considered an employee of the County or gain any rights against the County pursuant to the County's personnel policies. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party. The relationship of the County and the Company under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party.

9.2. **Agreement Limitation**. This Agreement sets out the agreements and obligations between the County and the Company only, and does not obligate the County in any way nor create any third party beneficiary rights as between the County and any of the Company's subcontractors, nor to any other third party. The County shall not under any circumstances be liable to the Company's creditors or subcontractors for any reimbursements under this Agreement.

9.3. **Representations and Warranties**. The County represents and warrants to the Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement unless otherwise ordered by a court of competent jurisdiction. The Company represents and warrants to the County that it has the requisite authority to enter into this Agreement.

10.0 NOTICES

10.1. **Requirements**. Except as otherwise specifically noted herein, 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 hereinafter specified.

10.2. **County Address**. The address of the County for all purposes under this Agreement shall be:

Honorable Samuel T. Biscoe (or his successor in office)
County Judge
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

Cyd Grimes, Purchasing Agent (or her successor)
Travis County Purchasing
P. O. Box 1748
Austin, Texas 78767

10.3. **Company Address**. The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Apple Inc.
c/o Dana Pesce, Director of Real Estate Development
1 Infinite Loop, MS 47-2RE
Cupertino, CA 95014

With a copy to (registered or certified mail with return receipt is not required)

Apple Inc.
c/o Real Estate Counsel
1 Infinite Loop, MS 4-DLAW
Cupertino, CA 95014

10.4 **Change of Address**. Each party may change the address for notice to it by giving notice of the change in compliance with Section 10.0. Any change in the address shall be reported to the County within fifteen (15) days of the change.

10.4. **Change of Name.** If a change of name is required by the Company, in addition to the requirements of Section 5.8.1, the Company shall notify the County in writing immediately pursuant to this Section 10.0.

11.0 PROHIBITIONS

11.1. **County Forfeiture of Agreement.** As to payment of Agreement Funds, if the Company has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment C to this Agreement during the 365 day period immediately prior to the date of execution of this Agreement by the Company or does business with any Key Contracting Person at any time after the date of execution of this Agreement by the Company and prior to full performance of this Agreement, the Company shall forfeit all County benefits of this Agreement and the County shall retain all performance by the Company and recover all considerations, or the value of all consideration, granted to the Company pursuant to this Agreement.

11.2. **Conflict of Interest**. The Company shall ensure that the Company will not take any action that would result in any person who is an employee, agent, consultant, officer, or elected or appointed official of the County who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3. **Solicitation**. The Company warrants that no persons or selling agency was or has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Company to secure business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability, or, in its discretion to, as applicable, add to or deduct from the consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11.4. **Gratuities.** The County may cancel this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were knowingly offered or given by the Company or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. In the event this Agreement is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from the Company a sum equal in amount to the cost incurred by the Company in providing such gratuities.

11.5. **Limitation.** The Parties understand and agree that the above prohibitions do not apply to any ceremonial gift which might be offered by the Company and accepted by the County or a County representative in an open and public event to commemorate the decision to locate the Project on the Property to commence construction of the Project so long as such offering and acceptance does not violate applicable law.

12.0 ASSIGNABILITY

12.1. **Assignment**. This Agreement may not be assigned to a new company without prior written approval of the County; provided, however, the Company may assign to an Affiliate of the Company without approval of the Commissioners Court of the County, so long as Company shall remain responsible and obligated to the County for the performance of its obligations under the Agreement. Written notice of such assignment shall be provided to the County prior to the assignment. No assignment shall be approved if the assignor or assignee are indebted to the County for Ad Valorem Taxes or other obligations.

12.2. **Binding Agreement**. Subject to Section 12.1, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

13.0 INTERPRETATIONAL GUIDELINES

13.1. **Computation of Time**. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

13.2. **Numbers and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

13.3. **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection, and are not to be used in construing this Agreement.

14.0 OTHER PROVISIONS

14.1. **Survival of Conditions**. Applicable provisions of this Agreement shall survive beyond termination or expiration of this Agreement until full and complete compliance with all aspects of these provisions has been achieved where the parties have expressly agreed that those provisions should survive any such termination.

14.2. **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Agreement or any reimbursement, payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

14.3. **Reservation of Rights**. If any Party to this Agreement breaches this Agreement, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of either Party under this Agreement are specifically reserved and any payment, reimbursement, act or omission shall not impair or prejudice any remedy or right to said Party under it. The exercise of or failure to exercise any right or remedy in this Agreement or

in accordance with law upon the other Party's breach of the terms, covenants, and conditions of this Agreement, or the failure to demand the prompt performance of any obligation under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.4. **Severability**. Subject to Section 8.1.5, if any portion of this Agreement is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the remainder of it shall remain valid and binding and as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

14.5. **Dispute Resolution**. When mediation is acceptable to all Parties in resolving a dispute arising under this Agreement, as a condition precedent to filing any lawsuit, the Parties agree to mediate said dispute with the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in *Texas Civil Remedies and Practice Code*, Section 154.023. Unless all 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 *Texas Civil Remedies and Practice Code*, Section 154.073, unless all Parties agree, in writing, to waive said confidentiality.

14.6. **Force Majeure**. Neither Party shall be financially liable to the other Party for delays in performance or failures to perform under this Agreement caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The Party seeking to avail itself of this clause shall notify the other Party within ten (10) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

14.7. **Multiple Originals**. This Agreement may be executed by the parties in multiple counterparts, each one being considered an original for any purpose.

TRAVIS COUNTY	APPLE INC.
By: _____	By: _____
Samuel T. Biscoe	Name: _____
County Judge	Title: _____
Date: May __, 2012	Date: May __, 2012

ATTACHMENT A

DESCRIPTION OF PROPERTY AND PROJECT

LEGAL DESCRIPTION OF PROPERTY

Tract 1: Lots 1, 2, 3 and 4, Block "C", Milwood Section 20, a subdivision in Travis county, Texas, according to the map or plat thereof, recorded in Volume 85, Page 129D of the Plat Records of Travis County, Texas.

Tract 2: Lots 1, 2, 4, 5 and 6, Block "A", Milwood Section 20, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 85, Page 129D of the Plat Records of Travis County, Texas.

Tract 3: Lot 3-A, Block "A", Amended Plat of Lot 3, Block A, Milwood Section 20, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200800185 of the Official Public Records of Travis County, Texas.

DESCRIPTION OF PROJECT

The Project will be the Company's Americas Operations Center, which will be the operational center of the Company for the Americas region outside of the Company's global offices in Cupertino, California. The Company requires an operational center to centralize various functions, such as accounting, human resources and finance. The Project will be constructed in two phases. Phase I will be up to 200,000 square feet in two buildings to be located on Tract 1, and Phase II will be up to 800,000 square feet in several buildings to be constructed on Tracts 2 and 3, which are referred to in the foregoing Agreement as the New Improvements. The Project will also include the necessary New Machinery and Equipment (as defined in the Agreement) for the operation of the Americas Operations Center.

ATTACHMENT B
ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Company: _____
County of Company: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Company to make this affidavit for Company.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant has read and fully understands the agreement and this affidavit.

4. Company has received the list of key contracting persons associated with this Agreement which is attached to this affidavit as Exhibit "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Company is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Signature of Affiant

_____

Address:

SUBSCRIBED AND SWORN TO before me by _____ on _____, 200__.
Notary Public, State of Texas

Typed or printed name of notary:_____
My commission expires:_____

EXHIBIT A TO ATTACHMENT B
LIST OF KEY CONTRACTING PERSONS

March 27, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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	Leslie Browder*	
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 Mgment & 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..... Vacant
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 IV..... Rosalinda Garcia
Purchasing Agent Assistant III..... Shannon Pleasant, CTPM*
Purchasing Agent Assistant III..... David Walch
Purchasing Agent Assistant III..... Michael Long, CPPB
Purchasing Agent Assistant III..... Vacant
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 III..... 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

Name of Individual

Position Held	Holding Office/Position	Date of Expiration
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
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13

* - Identifies employees who have been in that position less than a year.

CURRENT - continued

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
Purchasing Agent Assistant III	Oralia Jones, CPPB	
Purchasing Agent Assistant III	Lori Clyde, CPPB	
Purchasing Agent Assistant III	Rosalinda Garcia	
Purchasing Agent Assistant III	Loren Breland	
Purchasing Agent Assistant III	Jorge Talavera*	
Purchasing Agent Assistant II	Donald E. Rollack	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	Nancy Barchus*	
HUB Coordinator	Sylvia Lopez	
HUB Specialist.	Betty Chapa	
HUB Specialist.	Jerome Guerrero*	
Business Analyst II	Scott Worthington	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Jimmy Ramirez, CPPB	01/21/06
Purchasing Agent Assistant IV	Jerry Raisch, CPPB	03/04/06
Executive Assistant	Barbara Cilley	05/02/06
Executive Assistant	Cheryl Aker	07/27/06
Purchasing Agent Assistant II	Manuel Perez	07/29/06
Purchasing Agent Assistant IV	Sylvia Gonzalez..	08/12/06

* - Identifies employees who have been in that position less than a year.

ATTACHMENT C- REPORTING FORM – AGREEMENT FUNDS NOTICE
TRAVIS COUNTY ECONOMIC DEVELOPMENT PROGRAM

REPORTING YEAR:_____ (YEAR_____OUT OF 15)

Company shall complete the following pursuant to the applicable terms of the Agreement.

1. CONSTRUCTION COMMENCEMENT AND COMPLETION

A. Date construction on Project commenced:

_____

B. Date Certificate of Occupancy Issued:

_____

C. Date of LEED Certification

_____

Please attach Certificate of Occupancy and proof of LEED Certification (if any)

2. VALUE OF IMPROVEMENTS

A. Total value of eligible property (amount subject to Travis County Ad Valorem Taxation): $_____

This amount must equal at least the amount specified in Section 5.1.1(c) for Company to receive benefits under the Agreement. Please attach a list of eligible property equal to the investment amount above and rendered to the Travis Central Appraisal District.

3. EMPLOYEES

A. Total Number of Full time employees for the reporting year
[Must equal the numbers specified in Section 5.1.2]

_____

B. Total Number of Full time new employees for the reporting year (Sec. 5.1.2 (b))

_____

i. How many of the above employees are contract workers?

_____

B. Average Salary for Apple employees
[Must equal at least the amount specified in Section 5.1.2(c)]

$_____

i. Are Contract employees meeting salary requirements outlined in 5.1.2 (f)?

_____

C. How many full time employees are residents of Travis County?

_____

All employment figures must be collected and maintained by Company, certified as accurate by the Company as specified in this Agreement and supported by documentation as set forth in Section 5.8.2. In addition, Travis County will need evidence that Apple and contract employees have been eligible for health benefits, including domestic partner benefits.

4. AGREEMENT BENEFITS

A. Travis County Ad Valorem Taxes paid on Eligible Property for this Reporting Year:

$_____

B. Base Year Travis County Ad Valorem Taxes Paid on Eligible Property:

$_____

C. Incremental Travis County ad valorum taxes paid
(Difference between "A" and "B")
$_____

D. Agreement Benefits Claimed by Company

____% rebate $_____

Please attach receipt of County taxes paid

In addition please provide a copy of Apple's Transportation program (Sec. 5.1.3 (a)) and any evidence of participating in discussions with the Lone Star Rail District (Sec. 5.1.3 (b)).

I, Company's authorized representative, hereby certify that the above information is correct and accurate pursuant to the terms of this agreement:

_____

Printed Name: _____

Title: _____ Date: _____

Attachment D

CITY OF AUSTIN / APPLE INC.

CHAPTER 380

ECONOMIC DEVELOPMENT AGREEMENT

This Chapter 380 Economic Development Agreement ("**Agreement**") is made and entered into by and between APPLE INC. ("**APPLE**"), a California corporation qualified to do business in Texas, and the CITY OF AUSTIN, TEXAS, a home rule city and municipal corporation ("**City**").

The City is authorized by Chapter 380 of the Texas Local Government Code to make grants of money to promote state and local economic development and to stimulate business and commercial activity in Austin.

The City has authorized the City Manager to make a grant of money to APPLE to (i) open a new Americas Operations Center and make capital investments in the Desired Development Zone, and (ii) create New Full-time Jobs at the Americas Operations Center ((i) and (ii) together are the "**Project**").

The City believes that expansion of APPLE's Austin presence will further state and local economic development and stimulate business and commercial activity in Austin.

APPLE accepts the City's grant and agrees to carry-out the Project, the terms of which are the subject of this Agreement.

The parties therefore agree as follows:

Article I. APPLE's Obligations

1.01 Investment in the Desired Development Zone. The Project will be constructed in two phases ("**Phase I**" and "**Phase II**"). For Phase I of the Project, after the Effective Date (as defined in Section 3.01) and by December 31, 2015, APPLE shall invest at least Fifty-six Million Five Hundred Thousand and No/100 Dollars ($56,500,000) ("**Phase I Investment**") in real property improvements ("**New Improvements**") and New Machinery and Equipment (as hereafter defined) associated with the construction of new facilities that will function as APPLE's Americas Operations Center, to be located at West Parmer Lane and Delcour Drive in Austin, Texas, or any other location within the City's Desired Development Zone (as defined in Section 25-1-21 of the Austin City Code), that

will serve as APPLE's Americas Operations Center. "**New Machinery and Equipment**" means machinery, equipment, and other items treated as personal property by the relevant taxing authorities, and purchased after the Effective Date, and installed and used at the Americas Operations Center for the purpose of supporting the operations of APPLE.

For Phase II of the Project, APPLE shall invest an additional amount of at least Two Hundred Twenty-six Million and No/100 Dollars ($226,000,000) ("**Phase II Investment**") in New Improvements and New Machinery and Equipment associated with the additional build-out of APPLE's Americas Operations Center by December 31, 2021. In the event APPLE exceeds the requisite Phase I Investment, the value of such excess may be applied toward the Phase II Investment requirement. Only the value of like-kind investments (i.e. New Improvements or New Machinery and Equipment) may be applied toward the respective investment requirement.

In the execution of the contracts for **Phase I** and **Phase II**, APPLE will comply with all applicable state and federal laws relating to construction, including laws related to labor, equal employment opportunity, safety, and minimum wage; APPLE agrees to make commercially reasonable efforts to work with the Workers Defense Project in an effort to meet this obligation.

1.02 Creation and Retention of New Full-time Jobs. In addition to retaining 3,100 Existing Full-time Jobs (as hereafter defined), APPLE shall create at least 3,635 New Full-time Jobs (as hereafter defined) by the end of Employment Year Ten (as hereafter defined). "**Existing Full-time Jobs**" are full-time jobs held by employees of APPLE or independent contractors or employees of independent contractors that are employed at an existing Austin APPLE facility prior to the Effective Date, excluding employees of APPLE retail stores. "**New Full-time Jobs**" are full-time jobs created after the Effective Date and held by employees of APPLE or independent contractors or employees of independent contractors that are employed at APPLE's Americas Operations Center. "**Contract Jobs**" means those jobs performed by independent contractors of APPLE or employees of APPLE's independent contractors. Contract Jobs shall not exceed 25% of the total of Existing Full-time Jobs and New Full-time Jobs at any time during the Term (as defined in Section 3.01) of this Agreement. For purposes of this Agreement, the term "**Employment Year**" means each of the ten (10) calendar years referenced below, beginning with the first full calendar year after the issuance of a Final Certificate of Occupancy for Phase I of APPLE's Americas Operations Center ("**Employment Year One**"), and continuing thereafter through

the tenth (10^{th}) full calendar year after the issuance of such Final Certificate of Occupancy (**"Employment Year Ten"**).

(a) APPLE shall create and retain the Existing Full-time Jobs and New Full-time Jobs as follows during each Employment Year:

(i) Retain 3,100 Existing Full-time Jobs and create 300 New Full-time Jobs by December 31st of Employment Year One;

(ii) Retain 3,100 Existing Full-time Jobs and the 300 New Full-time Jobs created in Employment Year One, and create 300 additional New Full-time Jobs, by December 31st of Employment Year Two;

(iii) Retain 3,100 Existing Full-time Jobs and the 600 New Full-time Jobs previously created, and create 50 additional New Full-time Jobs by December 31st of Employment Year Three;

(iv) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Four;

(v) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Five;

(vi) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Six;

(vii) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Seven;

(viii) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Eight;

(ix) Retain 3,100 Existing Full-time Jobs and retain a cumulative total of 650 New Full-time Jobs previously created by December 31st of Employment Year Nine; and

(x) Retain 3,100 Existing Full-time Jobs and the 650 New Full-time Jobs previously created and create an additional 2,985 New Full-time Jobs by December 31st of Employment Year Ten.

If there is a shortfall during any Employment Year with regard to APPLE's retention of 3,100 Existing Full-time Jobs, such shortfall shall be offset to the extent that the actual cumulative total of New Full-time Jobs exceeds the specified cumulative total of New Full-time Jobs for such Employment Year.

If, during any Employment Year, APPLE has not (i) retained 3,100 Existing Full-time Jobs (subject to the offset rights referenced above); or (ii) created the required cumulative total of New Full-time Jobs, APPLE shall not be entitled to receive the Chapter 380 Payment for such Employment Year, unless APPLE corrects such deficiency as provided in paragraph (c) below.

(b) The average annual compensation, excluding health insurance and retirement benefits, for all New Full-time Jobs, excluding Contract Jobs, must not be less than the following amounts at the end of each Employment Year:

Employment Year	Average Annual Compensation
One	$ 54,000
Two	$ 56,000
Three	$ 58,000
Four	$ 61,000
Five	$ 63,000
Six	$ 65,000
Seven	$ 67,000
Eight	$ 70,000
Nine	$ 72,000
Ten	$ 73,500

If the average annual compensation for all New Full-time Jobs, excluding Contract Jobs, is less than the amount stated above for any Employment Year, APPLE shall not be entitled to receive the Chapter 380 Payment for such Employment Year.

(c) If APPLE has not satisfied the requirements and conditions described in paragraph (a) above at the end of any Employment Year, APPLE shall have a period of ninety (90) days after the end of the applicable Employment Year to correct such deficiency. The City is not required to provide notice of such deficiency as is required under Section 3.04 and Section 3.04 does not otherwise apply to this provision. If APPLE fails to correct the deficiency within such 90-day period, APPLE shall not be entitled to receive the Chapter 380 Payment for such Employment Year.

1.03 Recruitment.

(a) In addition to its own efforts, APPLE shall make commercially reasonable efforts to work with non-profit organizations such as the Austin Asian American Chamber of Commerce, the Austin Gay and Lesbian Chamber of Commerce, the Capital City African American Chamber of Commerce, the Greater Austin Hispanic Chamber of Commerce, the Texas Asian Chamber of Commerce, the Austin/Travis County Reentry Roundtable, Minorities for Equality in Employment Education Liberty, the Texas Department of Assistive and Rehabilitative Services (DARS), the National Society of Black Engineers, the Society of Hispanic Professional Engineers, and/or other appropriate organizations to expand its pool of diverse candidates in hiring recruitment efforts for jobs at the Americas Operations Center. APPLE shall provide documentation of its efforts if requested to do so by the City. For purposes of this paragraph (a), "commercially reasonable efforts" may be satisfied by advertising for job openings in any job listings sponsored by the specified organizations.

(b) APPLE shall adhere to its equal employment policies and practices (attached hereto as Exhibit A).

(c) APPLE shall make commercially reasonable efforts to recruit residents of the Austin area for its New Full-time Jobs. APPLE shall provide documentation of its efforts to the City if requested to do so by the City.

(d) If APPLE fails to comply as provided for in paragraphs (a), (b), or (c) above, APPLE will be required to forfeit the Chapter 380 Payments

scheduled to be paid pursuant to Section 2.01 for the Employment Year in which such default occurred.

1.04 Local Business Participation.

(a) In an effort to further stimulate and positively impact the local economy, APPLE shall use commercially reasonable efforts to provide local certified minority-owned and women-owned business enterprises ("**M/WBEs**") an equal opportunity to participate as suppliers for materials and services purchased by APPLE exclusively for use at its Americas Operations Center. To assist in recruiting efforts, APPLE is required to contact the City's Department of Small and Minority Business Resources ("**SMBR**") for a list of available City certified M/WBEs. Within ninety (90) days after the Effective Date, APPLE shall submit to the City a reasonable supplier diversity policy regarding APPLE's procurement of materials and services to be used exclusively at the Americas Operations Center which may be reasonably modified from time to time by APPLE. APPLE agrees to adhere to this policy for the procurement of materials and services for which the cost is more than Five Thousand and No/100 Dollars ($5,000.00) and for which there are qualified local certified M/WBE suppliers, providing competitive prices and with sufficient financial resources in light of the particular materials and services to be supplied. Failure to comply with this obligation shall be considered a breach of this Agreement. Should SMBR determine that APPLE has failed to satisfy its obligation under this paragraph (a) APPLE will forfeit the next anticipated Chapter 380 Payment as described in paragraph (f). With respect to any individual procurement of materials or services for which the cost is Five Thousand and No/100 Dollars ($5,000.00) or less, APPLE is encouraged, but not required, to adhere to the requirements of this paragraph (a). At the request of SMBR, APPLE shall provide documentation of its efforts to comply with this paragraph (a) to SMBR.

(b) APPLE shall comply with the applicable standards and principles of Chapters 2-9A through 2-9D of the City's ordinance for M/WBEs ("**M/WBE Program Ordinance**") in the design and construction of its Americas Operations Center.

(c) With respect to any design or construction projects for APPLE's Americas Operations Center, including, but not limited to, leasehold

improvements, APPLE, the architect and the general contractor shall meet the following gender and ethnic-specific participation goals for each year in which design or construction occurs:

	Professional Services Participation Goals	Construction Participation Goals
African-American-owned Business Enterprises	1.9%	1.7%
Hispanic-owned Business Enterprises	9.0%	9.7%
Asian-American and Native American-owned Business Enterprises	4.9%	2.3%
Women-owned Business Enterprises	15.8%	13.8%

In an effort to meet the gender and ethnic-specific M/WBE utilization goals, APPLE shall implement an outreach program designed to solicit participation of M/WBEs. These outreach efforts should also target small businesses generally. APPLE may seek the assistance of SMBR in these outreach efforts as described in paragraph (d) below.

For any year in which APPLE, the architect and the general contractor fail to meet each of these goals, APPLE, the architect and the general contractor must demonstrate good faith efforts to meet the goals as described in the City's M/WBE Program Ordinance. APPLE shall submit periodic documentation demonstrating its own and the architect's and general contractor's good faith efforts to meet the goals as is required under following paragraph (e). If APPLE provides documentation to SMBR evidencing its own and its architect's and general contractor's good faith efforts, APPLE shall be deemed in compliance with this paragraph (c). Failure to perform this obligation shall be considered a material breach of this Agreement. The City acknowledges that this obligation does not require APPLE to modify, nullify or abrogate any contracts that APPLE has entered into prior to the Effective Date of this Agreement.

(d) APPLE shall apprise SMBR when APPLE desires assistance from SMBR in its efforts to meet the gender and ethnic specific M/WBE utilization goals. This assistance may include providing a list of certified M/WBE firms from which APPLE may solicit or cause the architect or its general contractor to solicit participation in the design and construction of any improvements, identifying potential scopes of work, establishing the bid packages available, scheduling and hosting outreach meetings, and assisting APPLE, its architect, or general contractor in soliciting M/WBE firms to provide bids. APPLE is not required to solicit participation during a period in which APPLE is not engaged in designing and/or constructing its Americas Operations Center, but rather, APPLE is required to incorporate the standards and principles of the City's M/WBE Program Ordinance including the foregoing M/WBE utilization goals into its development process as and when such process exists in connection with the Americas Operations Center.

(e) APPLE shall provide monthly reports to SMBR to track (i) the utilization on a percentage basis of M/WBE firms in the design and construction of the New Improvements; and (ii) a summary of APPLE's efforts to implement the standards and principles of the City's M/WBE Program Ordinance. SMBR shall provide the forms to be used by APPLE in submitting such reports.

(f) Within thirty (30) days of receipt of APPLE's final monthly report (as is required under paragraph (e) above for the preceding year, January 1st through December 31st (the "**SMBR Compliance Period**"), SMBR shall determine whether APPLE is in compliance with the requirements of this Section 1.04. Should SMBR determine that APPLE (or its architect or general contractor), has not complied with the obligations of this Section 1.04, APPLE will forfeit the next anticipated Chapter 380 Payment. For example, if APPLE (or its architect or general contractor) fails to comply with its obligations under Section 1.04 for one year, APPLE will be required to forfeit one Chapter 380 Payment. If APPLE fails to comply with the obligations for two years, APPLE will be required to forfeit two Chapter 380 Payments, and so on. Any finding of noncompliance by SMBR under this paragraph (f) may be appealed as an Adverse Decision as provided for under the M/WBE Ordinance at §§ 2-9(A-D)-16.

1.05 Compliance with City Regulations. For the construction of all

improvements to the Americas Operations Center, and the construction or remodeling of any future APPLE facilities in the City's planning jurisdiction during the term of this Agreement, APPLE will comply with all City Code regulations, including water quality regulations in effect at the time any site plan application is filed, unless APPLE has negotiated an agreement with the City to comply with overall impervious cover limits and provide the currently required water quality controls. This means APPLE will not assert possible rights under Chapter 245 of the Texas Local Government Code to avoid compliance with water quality regulations for any future development within Austin's planning jurisdiction during the term of this Agreement. If, during the term of this Agreement, APPLE's development does not comply with water quality regulations in effect at the time any site plan application is filed for such development, after proper notice and reasonable opportunity to cure the deficiency, this Agreement shall, at the option of the City, terminate by giving APPLE written notice of its election.

1.06 Certificate of Compliance and Inspection.

(a) APPLE shall deliver to the City before March 31st of each year, beginning March 31st of the year following Employment Year One and each year thereafter during the term of this Agreement, a Certificate of Compliance utilizing the form attached as Exhibit B. The form is subject to revision by the City, in its sole discretion, provided that such revision does not materially change APPLE's rights or obligations under this Agreement.

(b) In the Certificate of Compliance, APPLE shall warrant to the City that it is in full compliance with each of its obligations under this Agreement, including the number of Existing Full-time Jobs, New Full-time Jobs and Contract Jobs maintained by APPLE for the preceding period pursuant to Section 1.02 above.

(c) The City and/or its representative(s), including third-parties contracted by the City, shall have the right to inspect all relevant records of APPLE as are reasonably necessary to verify compliance with all requirements of this Agreement. Such inspections shall be preceded by at least two (2) weeks notice in writing to APPLE and shall not unreasonably interfere with APPLE's business activities.

(d) The City is not obligated to make Chapter 380 Payments under Section 2.01 if APPLE fails to timely submit its Certificate of

Compliance. If the City, and its independent compliance reviewer, are unable to confirm APPLE's compliance for its obligations in any year during the Agreement due to APPLE not providing proof of compliance within one year from the due date of the Certificate of Compliance, that year's Chapter 380 Payment will be irrevocably lost to APPLE.

1.07 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, APPLE agrees not to knowingly employ any person for APPLE's Americas Operations Center who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("**Undocumented Worker**"). During the term of this Agreement, APPLE shall notify City of any complaint brought against APPLE alleging that APPLE has knowingly employed Undocumented Workers. If APPLE is convicted of a violation under 8 U.S.C. Section 1324a(f), the total amount of Chapter 380 Payments it has received, together with interest at the rate of 5% from the date of each Chapter 380 Payment shall be repaid by APPLE to the City not later than the 120th day after the date the City notifies APPLE of the violation. The City shall recover court costs and reasonable attorneys' fees incurred if it prevails in an action brought pursuant hereto to recover past Chapter 380 Payments and interest. APPLE shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom APPLE contracts.

Article II. City Obligations

2.01 Economic Development Incentive. As consideration for APPLE'S performance of its obligations under this Agreement, for a period of ten (10) years beginning the year following Employment Year One, the City agrees to pay the following amounts ("**Chapter 380 Payments**") to APPLE pursuant to the payment schedule below:

(a) For APPLE's performance pursuant to Article I during Employment Years One and each Employment Year thereafter through Employment Year Six, each annual Chapter 380 Payment will consist of:

(i) An amount equal to one hundred percent (100%) of the City property taxes paid by APPLE on New Machinery and Equipment for the applicable Employment Year; plus

(ii) An amount equal to one hundred percent (100%) of the City

property taxes paid by APPLE for the applicable Employment Year on New Improvements constructed at APPLE'S Americas Operations Center after the Effective Date of this Agreement. City property taxes associated with the land and any improvements constructed prior to the Effective Date shall not be included when calculating these Chapter 380 Payments.

(b) If APPLE has obtained a building permit or issued a notice to proceed with the construction of Phase II New Improvements by December 31 of Employment Year Seven, then for APPLE's performance pursuant to Article I during Employment Year Seven and each Employment Year thereafter through Employment Year Ten, each annual Chapter 380 Payment will consist of:

(i) An amount equal to one hundred percent (100%) of the City property taxes paid by APPLE on New Machinery and Equipment for the applicable Employment Year; plus

(ii) An amount equal to one hundred percent (100%) of the City property taxes paid by APPLE on New Improvements constructed at APPLE'S Americas Operations Center after the Effective Date of this Agreement, for the applicable Employment Year. City property taxes associated with the land and any improvements constructed prior to the Effective Date shall not be included when calculating the Chapter 380 Payments.

(c) If APPLE has not obtained a building permit or issued a notice to proceed with the construction of Phase II New Improvements by December 31 of Employment Year Seven, then for APPLE's performance pursuant to Article I during Employment Year Seven and each Employment Year thereafter through Employment Year Ten, each annual Chapter 380 Payment will consist of:

(i) An amount equal to eighty percent (80%) of the City property taxes paid by APPLE on New Machinery and Equipment for the applicable Employment Year; plus

(ii) An amount equal to eighty percent (80%) of the City property taxes paid by APPLE on New Improvements constructed at APPLE'S Americas Operations Center after the Effective Date

of this Agreement, for the applicable Employment Year. City property taxes associated with the land and any improvements constructed prior to the Effective Date shall not be included when calculating the Chapter 380 Payments.

2.02 Schedule for Chapter 380 Payments and Coordination with TCAD.

(a) In order to properly identify property eligible for Chapter 380 Payments, APPLE will work with the Travis Central Appraisal District ("**TCAD**") to create separate TCAD accounts and tax statements for both the New Improvements and the New Machinery and Equipment constructed and installed after the Effective Date at APPLE's Americas Operations Center.

(b) With respect to the Chapter 380 Payments described in Section 2.01 above, on or before March 31st of each year during the Effective Term of this Agreement, APPLE shall notify the City in writing of the amount of the City property taxes paid by APPLE for New Improvements and New Machinery and Equipment for the preceding tax year to the Travis County Tax Collector or its successor ("**Property Tax Notice**"). The Chapter 380 Payments with respect to the property taxes shall be based on the amount stated in the Property Tax Notice.

(c) Provided APPLE has met its obligations within this Agreement as annually confirmed by the City and its independent compliance reviewer, and APPLE has presented its Property Tax Notice to the City, Chapter 380 payments shall be paid to APPLE by the City according to the schedule in Section 2.01, on or before October 31 following the tax year for which the taxes were paid. For example, the first Chapter 380 Payments shall be based on taxes for Employment Year One and shall be paid on or before October 31 following Employment Year One.

(d) If, after the October 31 payment date of any year, APPLE is required to pay more City property taxes on its property with respect to which a Chapter 380 Payment is provided under this Agreement than the amount stated in APPLE'S Property Tax Notice to the City for the tax year preceding the applicable payment date, then APPLE shall notify the City in writing of the amount of additional property taxes paid by APPLE to the County Tax Collector or its successor ("**Additional**

Property Tax Notice"). The City shall pay APPLE the amount stated in the Additional Property Tax Notice at the same time as the next payment is due to APPLE.

(e) If APPLE's property taxes owed are reduced at any time after the City's receipt of the Property Tax Notice or Additional Property Tax Notice, APPLE must promptly notify the City of this change. If such notification is received by the City after the City has made the applicable Chapter 380 Payment to APPLE, the subsequent Chapter 380 Payment will be reduced to reflect the property tax reduction of the prior year. If this reduction occurs during the last year of the Effective Term, APPLE must promptly refund to the City the amount reflecting the reduction in taxes for the applicable year.

(f) A Schedule of Reports and Payments due under this Agreement is attached as Exhibit C.

Article III. General Terms

3.01 Effective Date and Term. The "**Effective Date**" of the Agreement is March __, 2012. This Agreement shall become enforceable upon execution and delivery by the City and APPLE. Unless this Agreement is terminated earlier in accordance with its terms, APPLE's obligations to perform under this Agreement shall be completed on March 31st following Employment Year Ten and the City shall make its final payment under this Agreement on or before October 31st following Employment Year Ten. The terms of this Agreement ("**Term**") shall commence on the Effective Date and continue until APPLE has paid the property taxes and received its final Chapter 380 Payment with respect to the property taxes assessed for New Improvements and New Machinery and Equipment for Employment Year Ten.

3.02 Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to APPLE.

(a) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(b) The payments to be made to APPLE, or other expenditures under this

Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(c) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to APPLE for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that APPLE, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(d) To the extent there is a conflict of this Section 3.02 and any other language or covenants in this Agreement, this Section 3.02 shall control.

3.03 Representations and Warranties. The City represents and warrants to APPLE that the City's Economic Development Program and Chapter 380 Payments and this Agreement are within its authority, and that it is duly authorized and empowered to establish the City's Economic Development Program and Chapter 380 Payments and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. APPLE represents and warrants to the City that it has the requisite authority to enter into this Agreement.

3.04 Default. If either the City or APPLE should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to instituting an action for breach or pursuing any other remedy for default.

3.05 Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed by the City and APPLE.

3.06 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

3.07 Assignment. Except as provided below, APPLE may not assign all or part of its rights and obligations to a third party without prior written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary, APPLE may assign all or part of its rights and obligations without the prior consent of the City to an affiliate of APPLE and to a third party lender advancing funds for the acquisition, construction or operation of APPLE's Americas Operations Center.

3.08 Termination by APPLE. In the event APPLE elects not to proceed with the Project as contemplated by this Agreement, APPLE shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect. Among other reasons, APPLE may elect to terminate this Agreement because it has not entered into separate economic development agreements for the Project with Travis County and the State of Texas.

3.09 Notice. Any notice and/or statement required or permitted to be delivered shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

APPLE:

APPLE Inc.
c/o Dana Pesce, Director of Real Estate Development
1 Infinite Loop, MS 47-2RE
Cupertino, CA 95014
Phone: (408) 930-6844
Fax: (480) 930-6844
Re: Economic Development Agreement

with a copy to:

APPLE Inc.
c/o Real Estate Counsel
1 Infinite Loop, MS 4-DLAW
Cupertino, CA 95014
Phone: (408) 862-6012
Re: Economic Development Agreement

CITY:

City Manager
301 West 2nd Street
Austin, Texas 78701
(P.O. Box 1088, Austin, Texas 78767)
Phone: (512) 974-2200
Fax: (512) 974-2833

with copies to:

Director, Economic Growth and Redevelopment Services Office
301 West 2nd Street
Austin, Texas 78704
Phone: (512) 974-7820
Fax: (512) 974-7825

and to:

City Attorney
301 West 2nd Street
Austin, Texas 78701
(P.O. Box 1546, Austin, Texas 78767)
Phone: (512) 974-2268
Fax: (512) 974-2894

Either party may designate a different address at any time upon written notice to the other party.

3.10 Interpretation. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of

which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against any party.

3.11 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of Travis County, Texas.

3.12 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

3.13 Section Headings. The Section headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

3.14 No Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

3.15 No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with any APPLE facilities or the design, construction or operation of any portion of APPLE's facilities.

3.16 Public Information. The City is committed to compliance with the Texas Public Information Act. Information provided by or on behalf of APPLE under or pursuant to this Agreement that APPLE considers as proprietary shall be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the City shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and APPLE shall be responsible for defending the confidentiality of such information. Other records and information provided to the City and its representatives to verify compliance with this Agreement shall be available for public inspection. Regarding the Personal Data (defined in Section 3.17) of any APPLE employee, the employment of which must

be verified under this Agreement, the City does not intend to take possession of any Personal Data relating to that individual employee. The City's right to verify the existence of Full-time employees will be accomplished in a manner that does not breach any privacy policy of APPLE.

3.17 Personal Data. In the course of verifying APPLE's compliance with the requirements of this Agreement as permitted under Section 1.06 (Certificate of Compliance and Inspection), the City and the City's employees, agents, consultants and contractors assigned to perform any portion of the review and inspection may obtain certain information relating to identified or identifiable individuals ("**Personal Data**"). The City acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement, and will not use Personal Data for any purpose other than verification of APPLE's compliance with the requirements of this Agreement. The City shall take all appropriate legal, organizational, and technical measures to ensure the confidentiality of Personal Data, and protect Personal Data against unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data. In the event the City collects Personal Data, the City shall at all times comply with APPLE's lawful instructions regarding Personal Data, as well as all applicable laws, regulations and international accords or treaties, including without limitation and where applicable, the EU/US Safe Harbor program.

3.18 Exhibits. The following Exhibits are attached and incorporated by reference for all purposes.

Exhibit "A":	Fair Employment Practices
Exhibit "B":	Certificate of Compliance
Exhibit "C":	Schedule of Reports and Payments

3.19 Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

EXECUTED by the authorized representatives of the parties on the dates indicated below.

[SIGNATURE PAGES FOLLOW]

APPLE INC.,
a California corporation

By: _____
Name: _____
Title: _____

Date: March __, 2012

CITY OF AUSTIN, TEXAS,
a home-rule city and municipal corporation

By: _____
Marc A. Ott
City Manager

Date: March ___, 2012

Item 25

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By/Phone Number: Michael Winn, 854-4728
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on May 12, 2012 Joint Election Agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Agreement to Conduct Joint Elections for May 12, 2012 elections.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:
Susan Bell, Chief Deputy Clerk, 854-9587
Gail Fisher, Elections Division Manager, 854-9193 / 632-5916
Michael Winn, Assistant Director of Elections, 854-4728 / 632-5927

Related Departments:
Daniel Bradford, County Attorney's Office, 854-3718

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.

AGREEMENT TO CONDUCT JOINT ELECTIONS FOR May 12, 2012 ELECTIONS

The Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, require local general and special elections to be held on May 12, 2012 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 12, 2012 Local General and Special Elections for the Participating Entities' elections to be held on May 12, 2012. The County and the Entities will hold these elections on May 12, 2012 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. <u>County Responsibilities</u>

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for the governing body's consideration and adoption, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the joint early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit them to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may

appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, through the County Clerk's Elections Division and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election-day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m CST.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a declaration of a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. ***Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.*** The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services

contracts relating to each Participating Entity's May 12, 2012 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. 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 a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts willl be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this 1st day of May 2012.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

EXHIBIT A

PARTICIPATING ENTITIES

Municipalities
City of Austin - Full Purpose
City of Austin - Limited Purpose
City of Lakeway
City of Manor
City of Mustang Ridge
City of Rollingwood
City of Sunset Valley
City of West Lake Hills
Village of Briarcliff
Village of Webberville

School Districts
Del Valle ISD SMD 4
Del Valle ISD SMD 6
Manor ISD

ESDs
Travis County ESD No 12

MUDs
Lakeway MUD
Ranch at Cypress Creek MUD 1

WCIDs
Travis County WCID 17

Limited Districts
Anderson Mill Limited District

PARTICIPATING ENTITIES

Name of Participating Entity: City of Austin

Address: 301 W. 2nd St., 1st Flr, Ste 1120
Austin, Tx 78701

Name of Authorized Signatory: Shirley A. Gentry

Signature: Shirley A Gentry

Date signed: 4/9/12

PARTICIPATING ENTITIES

Name of Participating Entity: City of Lakeway

Address: 1102 Lohmans Crossing
Lakeway, TX 78734

Name of Authorized Signatory: Donna Boyle

Signature: Donna Boyle

Date signed: 4/10/2012

PARTICIPATING ENTITIES

Name of Participating Entity: City of Manor

Address: 201 E. Parsons St. / P.O. Box 387
Manor, TX 78653

Name of Authorized Signatory: Steve Shanks, City Mgr.

Signature: [signature]

Date signed: 4/9/2012

PARTICIPATING ENTITIES

Name of Participating Entity: City of Mustang Ridge

Address: 12800 Hwy 183. South
Mustang Ridge, Tx 78610

Name of Authorized Signatory: Alisandro M. Flores

Signature: Alisandro M. Flores (mayor)

Date signed: 4-10-12

CITY OF MUSTANG RIDGE, TX
STATE OF TEXAS

PARTICIPATING ENTITIES

Name of Participating Entity City of Rollingwood

Address 403 Nixon Drive
Rollingwood, TX 78746

Name of Authorized Signatory William C. (Bill) Hamilton

Signature William C. Bill Hamilton

Date signed April 12, 2012

PARTICIPATING ENTITIES

Name of Participating Entity: City of Sunset Valley

Address: 3205 Jones Road
Sunset Valley, TX

Name of Authorized Signatory: Barbara Wilson, Mayor

Signature: Barbara Wilson

Date signed: 4-17-2012

PARTICIPATING ENTITIES

Name of Participating Entity: West Lake Hills

Address: 911 Westlake Drive
West Lake Hills, TX 78746

Name of Authorized Signatory: _____

Signature: _____

Date signed: April 17, 2012

PARTICIPATING ENTITIES

Name of Participating Entity: Village of Briarcliff

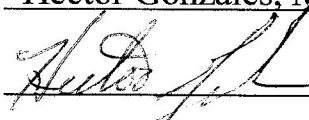
Address: 302 Sleat Drive
Briarcliff, TX 78669

Name of Authorized Signatory: Allen Hostetler, Mayor

Signature: [signature]

Date signed: 4/9/12

PARTICIPATING ENTITIES

Name of Participating Entity	Village of Webberville
Address	19208 FM 969
	Webberville, Texas 78653
Name of Authorized Signatory	Hector Gonzales, Mayor
Signature	
Date signed	4-16-2012

PARTICIPATING ENTITIES

Name of Participating Entity: Del Valle ISD

Address: 5301 Ross Road, suite 119

Del Valle, TX 78617

Name of Authorized Signatory: Celina Bleg, Elections Manager

Signature: CBleg

Date signed: 4-10-12

PARTICIPATING ENTITIES

Name of Participating Entity: MANOR Independent School District

Address: 10335 US HWY 290 EAST

MANOR, TEXAS 78653

Name of Authorized Signatory: Andrew Kim

Signature: [signature]

Date signed: 4/19/12

PARTICIPATING ENTITIES

Name of Participating Entity: TRAVIS COUNTY ESD #12

Address: 405 W. PARSONS ST.

Name of Authorized Signatory: JESSE ARELLANO

Signature: Jesse Arellano

Date signed: 4/9/2012

PARTICIPATING ENTITIES

Name of Participating Entity: Lakeway Municipal Utility District

Address: 1097 Lohmans Crossing
Lakeway TX 78734

Name of Authorized Signatory: Earl Foster

Signature: Earl Foster

Date signed: 4-10-12

PARTICIPATING ENTITIES

Name of Participating Entity	Ranch at Cypress Creek MUD No. 1
Address	c/o Lloyd Gosselink
	816 Congress Avenue, Suite 1900
	Austin, Texas 78701
Name of Authorized Signatory	John DuPont, President
Signature	_____
Date signed	_____

PARTICIPATING ENTITIES

Name of Participating Entity Travis County Water Control and Improvement District No. 17

Address 3812 Eck Lane Austin Texas 78734

Name of Authorized Signatory Deborah S. Gernes, General Manager

Signature Deborah S. Gernes

Date signed 4/09/2012

Travis County WCID #17
3812 Eck Lane
Austin, TX 78734

PARTICIPATING ENTITIES

Name of Participating Entity: Anderson Mill Limited District ____

Address __11500 El Salido Parkway_

__Austin, TX 78750_____

Name of Authorized Signatory ___Mark Maxwell, District Manager____

Signature _____

Date signed __April 9, 2012_____

EXHIBIT B

MAPS AND DESCRIPTIONS

Updated 4/26/12, 4:05 p.m.

JURISDICTIONS IN MAY 2012 ELECTION

2012 Election Precincts

LEGEND

2012 Election Precincts

MUDS/WCIDS/SMDs

- ANDERSON MILL LIM DISTR
- LAKEWAY MUD
- RANCH AT CYPRESS CK MUD
- WCID 17
- Del Valle SMD 4
- Del Valle SMD 6

SCHOOLS

- MANOR ISD

ESD

- ESD #12

CITIES

- AUSTIN FULL PURPOSE
- AUSTIN LIMITED PURPOSE
- LAKEWAY
- MANOR
- MUSTANG RIDGE
- ROLLINGWOOD
- SUNSET VALLEY
- VILLAGE OF BRIARCLIFF
- VILLAGE OF WEBBERVILLE
- WEST LAKE HILLS

Austin
Lakeway
City Manor
Manor ISD
ESD 12
Del Valle SMD 6
Del Valle SMD 4
West Lake Hills
Rollingwood
Vlg Briarcliff
Vlg Webberville
City Mustang Ridge
Colorado River
Lake Austin
Lake Travis
Lake Pflugerville
Lake Walter E. Long
Lake Creek
Cypress Ck
Lime Ck
Williamson County
Hays County
Bastrop County
Caldwell County
Pearce Ln
Burleson Rd
Decker Ln
Pecan St E
Hwy 71 W
Hwy 290
Hwy 290 E
Loop 360
RR 2222
RR 620
FM 1826
FM 1327
FM 1325
FM 973
FM 685
SH 130
IH 35
Lamar Blvd
Manchaca Rd
Kinney Ave
Westlake Dr
Bee Cave Rd
Old Bee Cave Rd
Barton Creek
Barton Springs Rd
Von Quintus Rd
Travis County Tax Office
Voter Registration
Division

512-854-9473

N

Print Date: 3/22/2012

REGISTER & VOTE

TRAVIS COUNTY PRECINCTS

This map is the property of the Travis County Tax Office and is not for reproducing.

EXHIBIT C

COST ESTIMATE

Updated 4/26/12, 4:05 p.m.

May 2012 Election Cost Estimates

	Cost Allocated	10% Admin	Equipment Rental	Total Estimate Costs	75% Deposit Due			
AUSTIN FULL PURPOSE + AUSTIN LIMITED	$ 752,499.47	$ 75,249.95	$ 6,175.82	$ 833,925.24	$ 564,374.60	$ 56,437.46	$ 4,631.87	$ 625,443.93
ANDERSON MILL LIMITED DISTRICT	51.28	5.13	0.85	57.26	38.46	3.85	0.64	42.95
VILLAGE OF BRIARCLIFF	1,454.95	145.49	24.25	1,624.69	1,091.21	109.12	18.19	1,218.52
DEL VALLE SMD 4 - Combined Del Valle ISD	776.97	77.70	12.95	867.61	582.72	58.27	9.71	650.70
DEL VALLE SMD 6 - Combined Del Valle ISD	1,177.31	117.73	19.62	1,314.66	882.98	88.30	14.72	986.00
EMERGENCY SERV DISTR 12	2,515.59	251.56	41.93	2,809.07	1,886.69	188.67	31.44	2,106.80
CITY OF LAKEWAY	1,326.52	132.65	22.11	1,481.28	994.89	99.49	16.58	1,110.96
LAKEWAY MUD 1	510.39	51.04	8.51	569.94	382.79	38.28	6.38	427.45
CITY OF MANOR	345.93	34.59	5.77	386.29	259.45	25.94	4.32	289.71
MANOR ISD	4,035.77	403.58	67.26	4,506.61	3,026.83	302.68	50.45	3,379.96
MUSTANG RIDGE	971.89	97.19	8.18	1,077.26	728.92	72.89	6.14	807.95
RANCH AT CYPRESS CREEK MUD 1	143.16	14.32	2.39	159.86	107.37	10.74	1.79	119.90
CITY OF ROLLINGWOOD	500.60	50.06	8.34	559.01	375.45	37.55	6.26	419.26
SUNSET VALLEY	729.89	72.99	12.16	815.04	547.42	54.74	9.12	611.28
WATER DISTRICT 17	3,968.53	396.85	66.14	4,431.53	2,976.40	297.64	49.61	3,323.65
WEBBERVILLE	387.83	38.78	3.26	429.87	290.87	29.09	2.45	322.41
CITY OF WESTLAKE	1,227.39	122.74	20.46	1,370.59	920.54	92.05	15.34	1,027.93
	$ 772,623.47	**$ 77,262.35**	**$ 6,500.00**	**$ 856,385.82**	**$ 579,467.59**	**$ 57,946.76**	**$ 4,875.01**	**$ 642,289.36**

Item C3

Travis County Commissioners Court Agenda Request

Meeting Date: May 1, 2012
Prepared By: Paul Scoggins **Phone #:** 854-7619
Division Director/Manager: Anna Bowlin, Division Director of Development Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, May 22, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate a 7,885 square foot area of a drainage easement located over and across a portion of Tract 95 of the Travis Hollow Section Three subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to vacate a 7,885 square foot area of a drainage easement located over and across a portion of Tract 95 of the Travis Hollow Section Three subdivision. The easement is dedicated per plat and is schematically shown on the face of the plat. The subject lot fronts on a section of Alfalfa Drive, which is not maintained by Travis County.

Professional engineer Fred C. Lockwood has stated that:

"This drainage easement vacation/dedication is necessary because the existing channel that crosses this tract is not located in its original location. This was caused by buildings being constructed on the up-gradient tract within the existing channel (and within an existing drainage easement) and re-routing the channel around the southern side of those buildings. This re-routing resulted in the channel entering the subject tract approximately 80 feet south of its original location, leading to a portion of the channel across the subject tract being south of and outside of the existing drainage easement on the tract."

After review of the submitted request and recommendation, Travis County engineer Don Grigsby has stated he has no objections to this vacation request. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the request letter the existing channel is not located in its original location, which was caused by buildings being constructed on the up-gradient tract. The buildings' location caused the channel to be re-routed approximately 80 feet south, which lead to a portion of the channel being outside of the existing drainage easement on the subject tract. Vacating the subject portion of the current drainage easement and re-dedicating it in a new configuration will allow for the existing channel to be within a dedicated easement.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes and Sketch
Request/Engineer's Letter
Easement Dedication and Survey
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
Don Grigsby	Engineer	TNR	854-7560

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps
1101 - Development Services - Travis Hollow Section Three

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a 7,885 square foot area of a drainage easement located over and across a portion of Tract 95 of the Travis Hollow Section Three subdivision as recorded at Book 78, Pages 394-397 of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 12,223 square foot replacement drainage easement to be simultaneously recorded with this Order;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject drainage easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on May 22, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that a 7,885 square foot area of a drainage easement located over and across a portion of Tract 95 of the Travis Hollow Section Three subdivision, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2012.

_____
SAMUEL T. BISCOE, COUNTY JUDGE

_____
COMMISSIONER RON DAVIS
PRECINCT ONE

_____
COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

_____
COMMISSIONER KAREN HUBER
PRECINCT THREE

_____
COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 7,885 SQUARE FEET OF LAND, BEING A PORTION OF A DRAINAGE EASEMENT OUT OF TRACT 95, TRAVIS HOLLOW SECTION THREE, A SUBDIVISION RECORDED IN BOOK 78, PAGES 394-397,. PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN TEXMART INC TRACT RECORDED IN DOCUMENT NUMBER 2011102600, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 7,885 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the westerly line of said Tract 95, in the easterly line of Tract 96 of said subdivision, for the northwest corner hereof, from which an iron rod found at the northwest corner of said Tract 95 bears, North 38 degrees 08 minutes 05 seconds East, 87.81 feet;

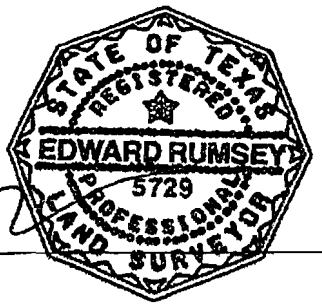
THENCE South 43 degrees 52 minutes 06 seconds East, through said Tract 95, 156.17 feet a point, for the northeast corner hereof;

Thence South 56 degrees 38 minutes 25 seconds West, continuing through said Tract 95, 66.35 feet to a point, for the southeast corner hereof;

THENCE continuing through said Tract 95, the following 3 courses,
1. North 56 degrees 46 minutes 14 seconds West, 66.89 feet to a point,
2. North 11 degrees 08 minutes 03 seconds East, 76.32 feet to a point,
3. North 45 degrees 09 minutes 14 seconds West, 32.53 feet to a point in the common line of said Tracts 95 and 96, for the southwest corner hereof;

THENCE North 38 degrees 08 minutes 05 seconds East, along the common line of said Tracts 95 and 96, 18.56 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

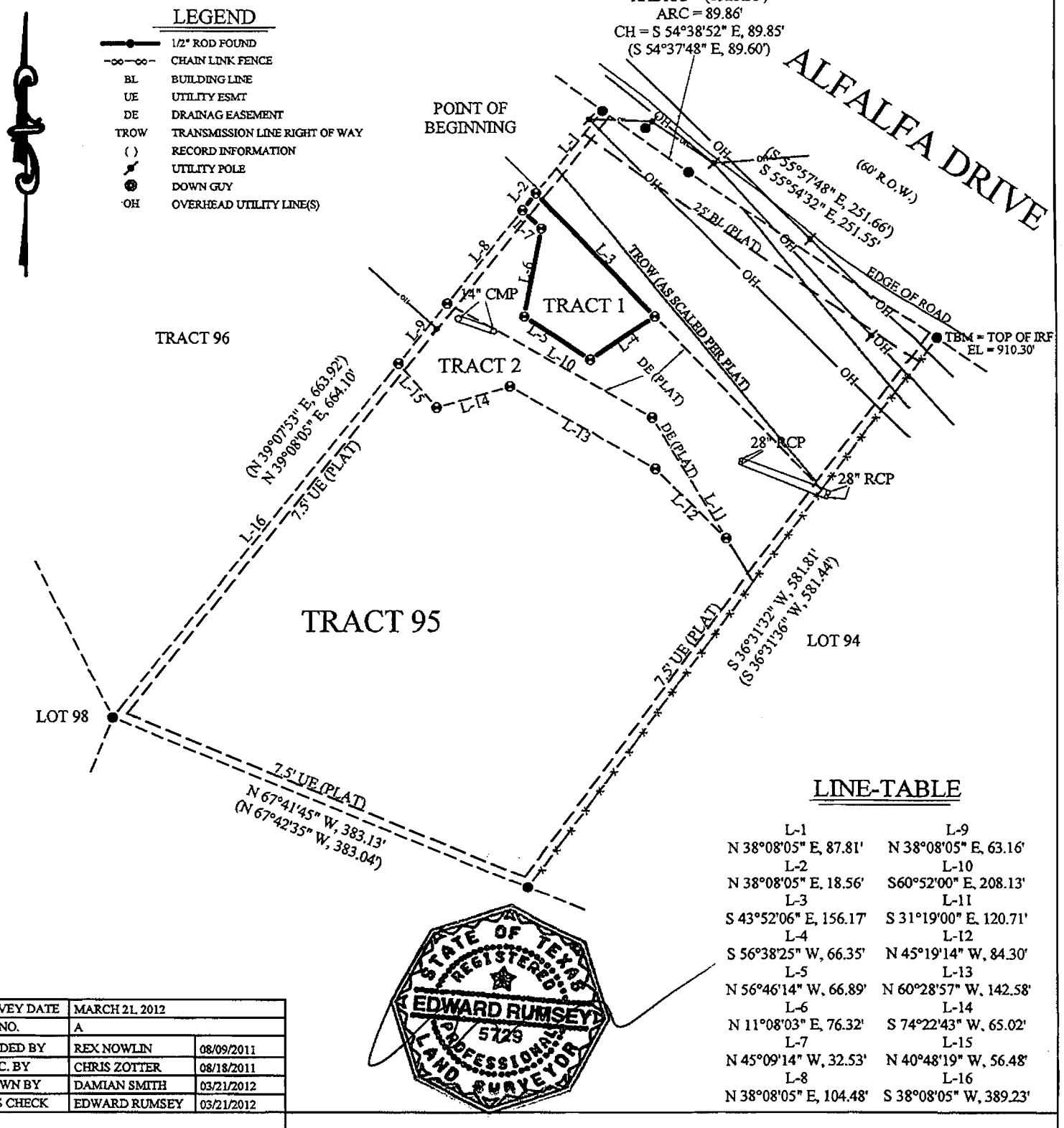


03/21/2012
Date

Edward Rumsey
TX R.P.L.S #5729
Job # A0300512-1

PARTIAL VACATION OF DRAINAGE EASEMENT

SCALE 1"=120'



LINE-TABLE

L-1 N 38°08'05" E, 87.81'	L-9 N 38°08'05" E, 63.16'
L-2 N 38°08'05" E, 18.56'	L-10 S60°52'00" E, 208.13'
L-3 S 43°52'06" E, 156.17'	L-11 S 31°19'00" E, 120.71'
L-4 S 56°38'25" W, 66.35'	L-12 N 45°19'14" W, 84.30'
L-5 N 56°46'14" W, 66.89'	L-13 N 60°28'57" W, 142.58'
L-6 N 11°08'03" E, 76.32'	L-14 S 74°22'43" W, 65.02'
L-7 N 45°09'14" W, 32.53'	L-15 N 40°48'19" W, 56.48'
L-8 N 38°08'05" E, 104.48'	L-16 S 38°08'05" W, 389.23'

SURVEY DATE	MARCH 21, 2012	
JOB NO.	A	
FIELDED BY	REX NOWLIN	08/09/2011
CALC. BY	CHRIS ZOTTER	08/18/2011
DRAWN BY	DAMIAN SMITH	03/21/2012
RPLS CHECK	EDWARD RUMSEY	03/21/2012

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

CHRISTINA BUCKNER
20103 ALFALFA DRIVE
LAGO VISTA, TRAVIS COUNTY, TEXAS

BEING 7,885 SQUARE FEET OF LAND, BEING A PORTION OF A DRAINAGE EASEMENT OUT OF TRACT 95, TRAVIS HOLLOW SECTION THREE, A SUBDIVISION RECORDED IN BOOK 78, PAGES 394-397, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN TEXMART INC TRACT RECORDED IN DOCUMENT NUMBER 2011102600, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 7,885 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

LOCKWOOD ENGINEERS, INC.
CIVIL ENGINEERING & PLANNING
(512) 260-9100
FAX (512) 260-9101
TEXAS REGISTERED ENGINEERING FIRM NO. F-2613

March 28, 2012

Mr. Paul Scoggins, Travis County TNR
411 W. 13th St.
Austin, TX 78767

RE: Tract 95, Travis Hollow Section Three — LE#08-945
Drainage Easement Vacation & Dedication

Dear Mr. Scoggins:

The owner of the referenced tract, TexMart, Inc., desires to vacate a portion of an existing drainage easement on the tract, as well as dedicate some additional drainage easement adjacent to an existing drainage easement on the tract. This drainage easement vacation/dedication is necessary because the existing channel that crosses this tract is not located in its original location. This was caused by buildings being constructed on the up-gradient tract within the existing channel (and within an existing drainage easement) and re-routing the channel around the southern side of those buildings. This re-routing resulted in the channel entering the subject tract approximately 80 feet south of its original location, leading to a portion of the channel across the subject tract being south of and outside of the existing drainage easement on the tract. A recent aerial photograph copy is attached for your use.

A site plan reflecting recent grading changes to the site is currently under review by TNR and is ready for approval upon the recording of this drainage easement vacation/dedication. The TNR reviewer is Don Grigsby.

Items required to be submitted with this request letter are attached as follows:

- Metes & bounds description and sketch of the proposed easement vacation area.
- Metes & bounds description and sketch of the proposed easement dedication area.
- Copy of the Travis Hollow, Section Three final plat with the drainage easement vacation/dedication areas shown.
- Drainage study titled **"TEXMART STORAGE, 20103 Alfalfa Drive, Lago Vista, TX 78645, HEC-RAS MODEL,March 07, 2012".**
- Non-refundable fee check for $680.00.

RECEIVED
APR 0 2 2012
TRAVIS COUNTY - TNR
PERMITS DEPARTMENT

413 S. WEST DR. • LEANDER, TEXAS 78641
e-mail: info@lockwood-eng.com

Also attached is a proposed drainage easement dedication document for your review.

Please review this request letter and the attached items and respond to me with any comments. I can be reached at (512) 422-5065 or fred@lockwood-eng.com if you have any questions.

Sincerely,

Fred C. Lockwood, P.E.
Lockwood Engineers, Inc.
Texas Registered Engineering Firm No. F-2613

Copy: Christina Buckner

DRAINAGE EASEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

That I, Christina Buckner, as Secretary for TexMart, Inc., a Texas corporation (GRANTOR), being the owners of Tract 95, Travis Hollow, Section Three, as recorded at Book 78, Pages 394 - 397 of the Plat Records of Travis County, Texas and conveyed to us by deed of record in Document Number 2011102600 of the Official Public Records of Travis County, Texas, do hereby grant and convey, to the Public (GRANTEE), the use of a portion of said land, out of the aforementioned tract of land, for drainage easement purposes in, under, upon, and across the following described property, to-wit:

> Those certain tracts of land situated in Travis County and being more particularly described by metes and bounds in Exhibit A, which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to:

1. use said property only in those ways consistent with the drainage easement herein granted and agrees to do nothing which would impair, damage, or destroy said drainage easement, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his/her successors and assigns;
2. no objects including but not limited to, buildings, fences, or landscaping shall be allowed in subject drainage easement except as approved by Travis County;
3. the subject drainage easement shall be maintained by the property owner or his/her assigns; and
4. the property owner or his/her assigns shall provide for access to the subject drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind himself/herself, his/her heirs, executors, and administrators to WARRANT AND DEFEND FOREVER all and singular the said easement unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED THIS THE ____ DAY OF _____, 2012.

By: TexMart, Inc.

_____
Christina Buckner, Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2012 by

_____.

Notary Public in and for the State of Texas

_____

Printed Name: _____

My commission expires: _____

EXHIBIT "B"
LEGAL DESCRIPTION

BEING 12,223 SQUARE FEET OF LAND, BEING A PORTION OF A DRAINAGE EASEMENT OUT OF TRACT 95, TRAVIS HOLLOW SECTION THREE, A SUBDIVISION RECORDED IN BOOK 78, PAGES 394-397,. PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN TEXMART INC TRACT RECORDED IN DOCUMENT NUMBER 2011102600, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 12,223 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

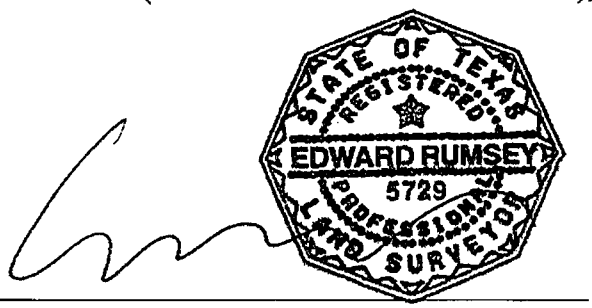
BEGINNING at a point in the westerly line of said Tract 95, in the easterly line of Tract 96 of said subdivision, for the southwest corner hereof, from which an iron rod found at the southwest corner of said Tract 95 bears, South 38 degrees 08 minutes 05 seconds West, 389.23 feet;

THENCE North 38 degrees 08 minutes 05 seconds East, along the common line of said Tract 95 and 96, 63.16 feet to a point in said line, for the northwest corner hereof;

THENCE through said Tract 95, South 60 degrees 52 minutes 00 seconds East, 208.13 feet to a point and South 31 degrees 19 minutes 00 seconds East, 120.71 feet to a point, for the most easterly corner hereof;

THENCE continuing through said Tract 95, the following 4 courses,
1. North 45 degrees 19 minutes 14 seconds West, 84.30 feet to a point,
2. North 60 degrees 28 minutes 57 seconds West, 142.58 feet to a point,
3. South 74 degrees 22 minutes 43 seconds West, 65.02 feet to a point,
4. North 40 degrees 48 minutes 49 seconds West, 56.48 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



03/21/2012
Edward Rumsey — Date
TX R.P.L.S #5729
Job # A0300512-2

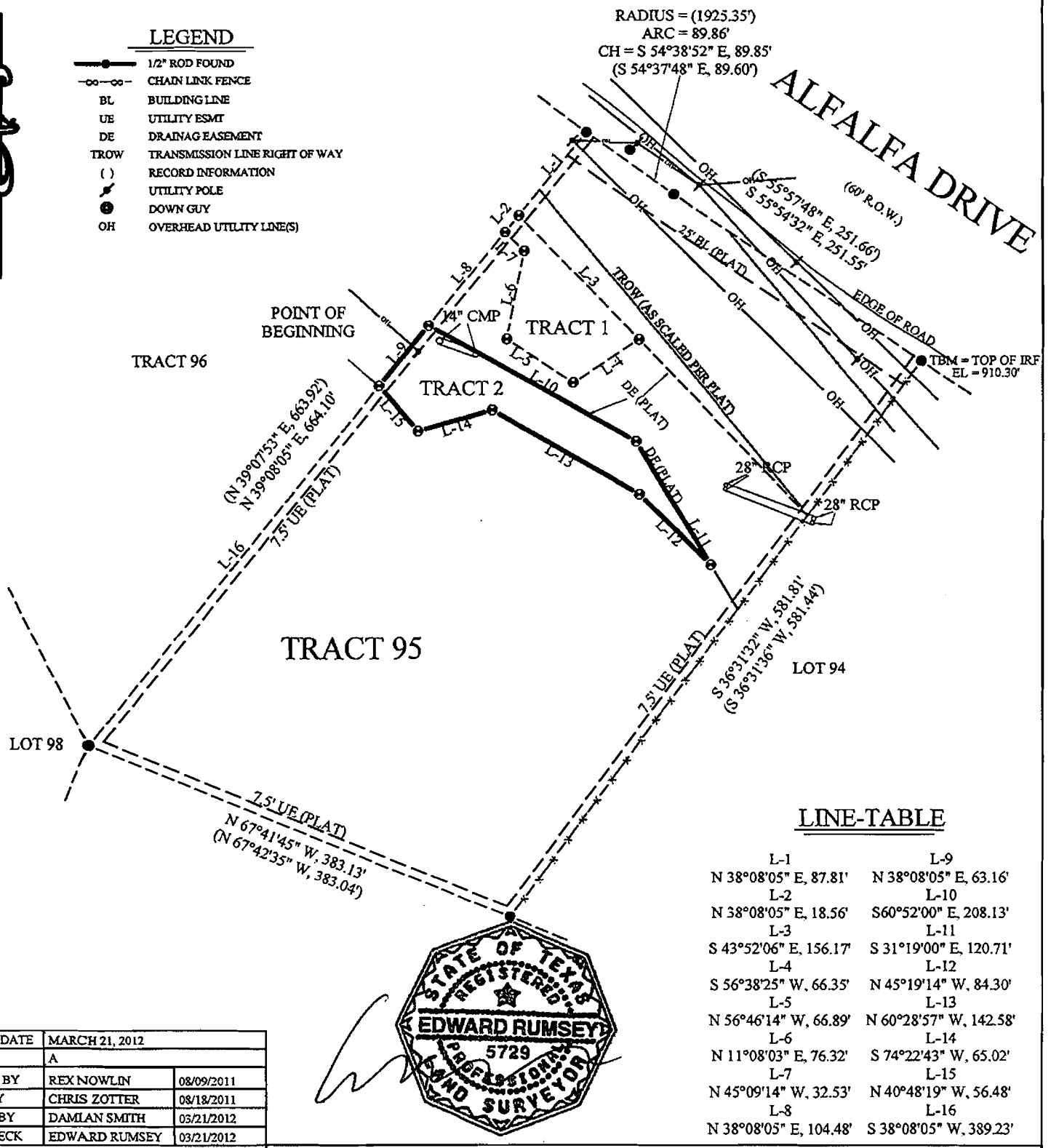
DRAINAGE EASEMENT

SCALE 1"=120'



LEGEND

1/2" ROD FOUND	
CHAIN LINK FENCE	
BL	BUILDING LINE
UE	UTILITY ESMT
DE	DRAINAG EASEMENT
TROW	TRANSMISSION LINE RIGHT OF WAY
( )	RECORD INFORMATION
	UTILITY POLE
	DOWN GUY
OH	OVERHEAD UTILITY LINE(S)



LINE-TABLE

L-1	L-9
N 38°08'05" E, 87.81'	N 38°08'05" E, 63.16'
L-2	L-10
N 38°08'05" E, 18.56'	S60°52'00" E, 208.13'
L-3	L-11
S 43°52'06" E, 156.17'	S 31°19'00" E, 120.71'
L-4	L-12
S 56°38'25" W, 66.35'	N 45°19'14" W, 84.30'
L-5	L-13
N 56°46'14" W, 66.89'	N 60°28'57" W, 142.58'
L-6	L-14
N 11°08'03" E, 76.32'	S 74°22'43" W, 65.02'
L-7	L-15
N 45°09'14" W, 32.53'	N 40°48'19" W, 56.48'
L-8	L-16
N 38°08'05" E, 104.48'	S 38°08'05" W, 389.23'

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

SURVEY DATE	MARCH 21, 2012	
JOB NO.	A	
FIELDED BY	REX NOWLIN	08/09/2011
CALC. BY	CHRIS ZOTTER	08/18/2011
DRAWN BY	DAMIAN SMITH	03/21/2012
RPLS CHECK	EDWARD RUMSEY	03/21/2012

ALLSTAR Land Surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
WWW.ALLSTARLANDSURVEYING.COM

CHRISTINA BUCKNER
20103 ALFALFA DRIVE
LAGO VISTA, TRAVIS COUNTY, TEXAS

BEING 12,223 SQUARE FEET OF LAND, BEING A PORTION OF A DRAINAGE EASEMENT OUT OF TRACT 95, TRAVIS HOLLOW SECTION THREE, A SUBDIVISION RECORDED IN BOOK 78, PAGES 394-397, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING THAT CERTAIN TEXMART INC TRACT RECORDED IN DOCUMENT NUMBER 2011102600, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 12,223 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

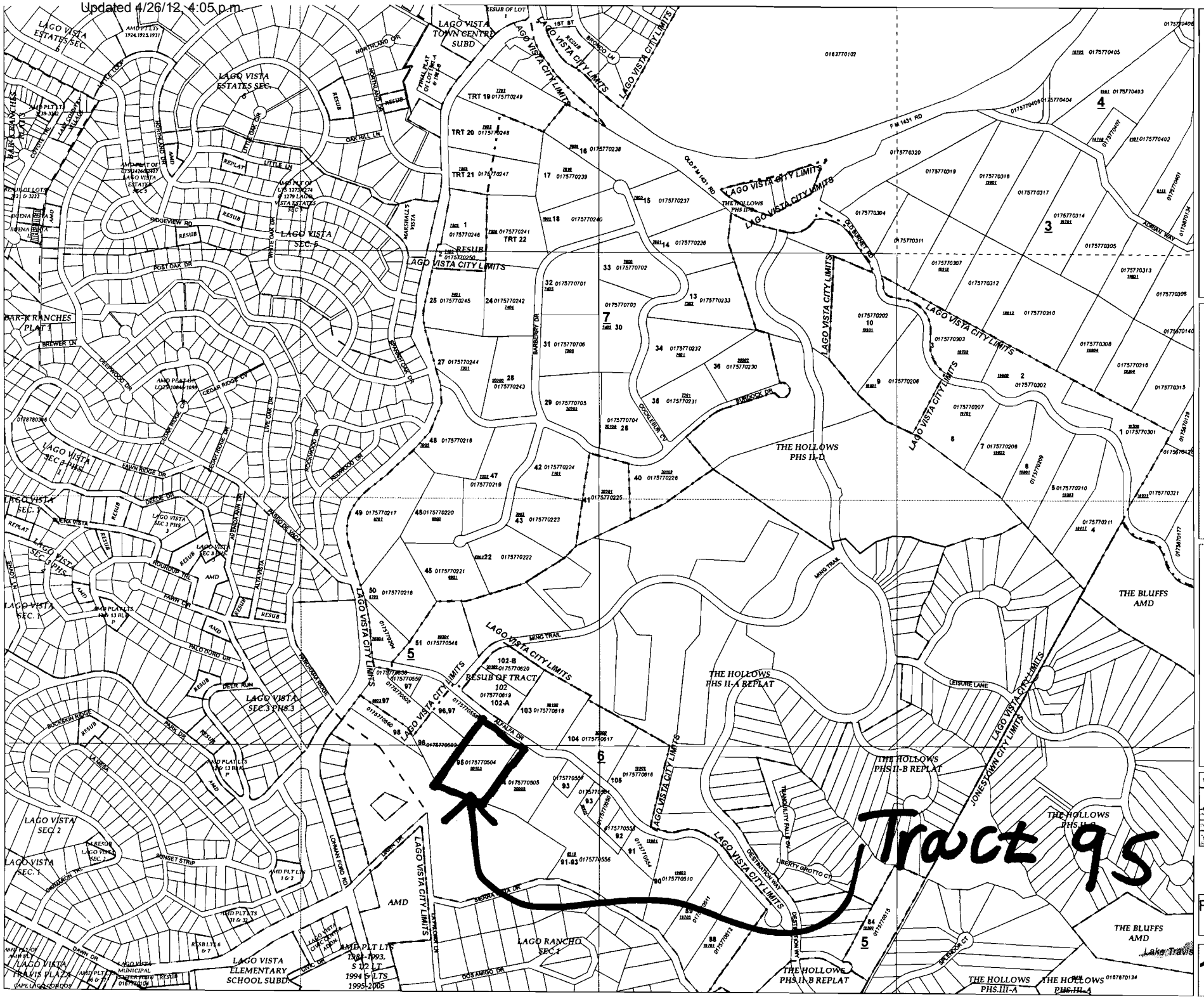
EXISTING UP-GRADIENT BUILDINGS



Google earth

feet 700
meters 200

TRACT 95, TRAVIS HOLLOW, SEC. THREE



Travis Central Appraisal District
P.O. Box 149012
8314 Cross Park Drive
Austin, Texas 78754
Austin, Texas 78714
Internet Address: www.traviscad.org
Main Telephone Number (512) 834-9317
Appraisal Information (512) 834-9318
TDD (512) 838-3328

This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet
Projection: Lambert_Conformal_Conic

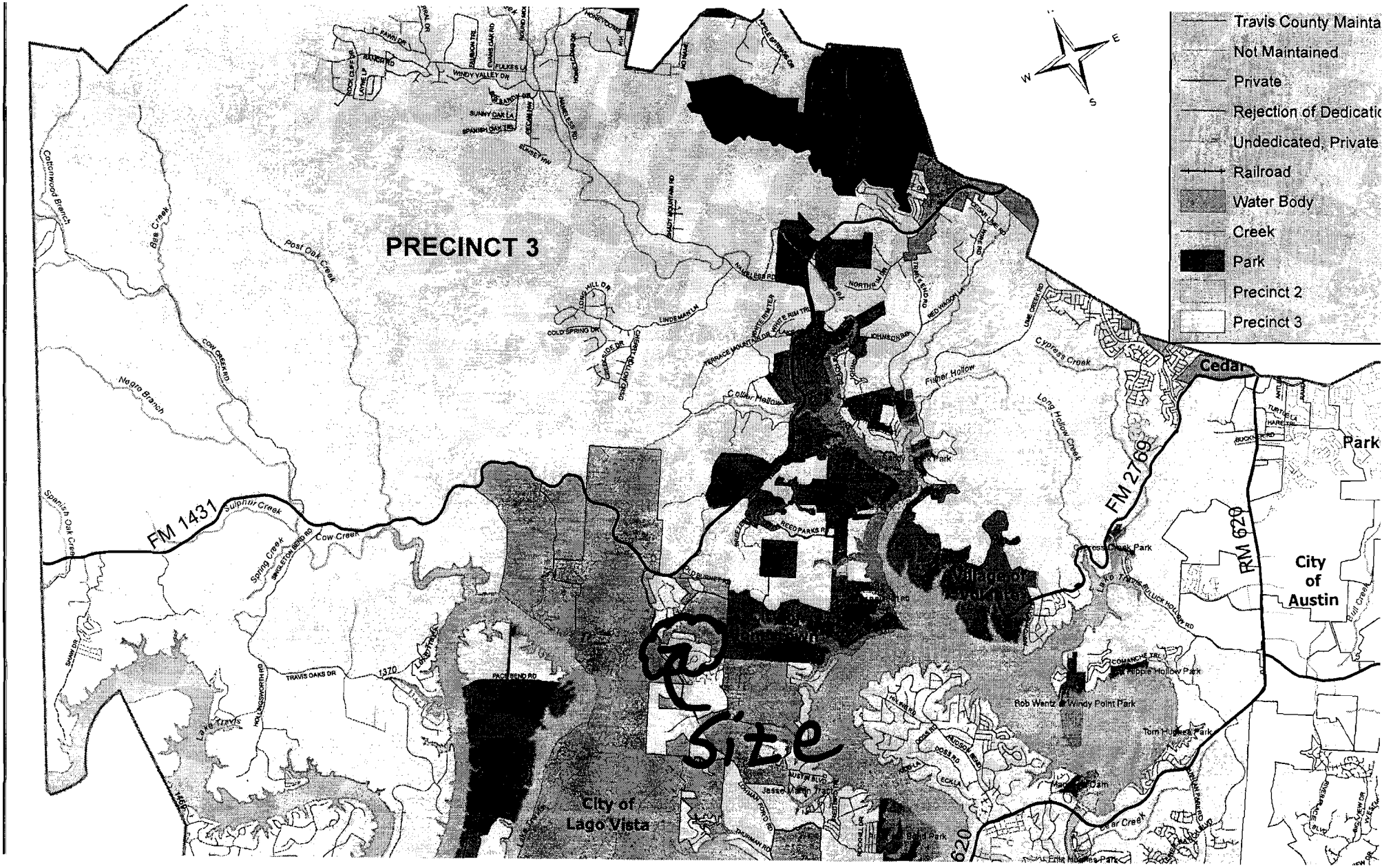
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Italic = 100 scale map
Thin = 100 scale map
Bold = 400 scale map

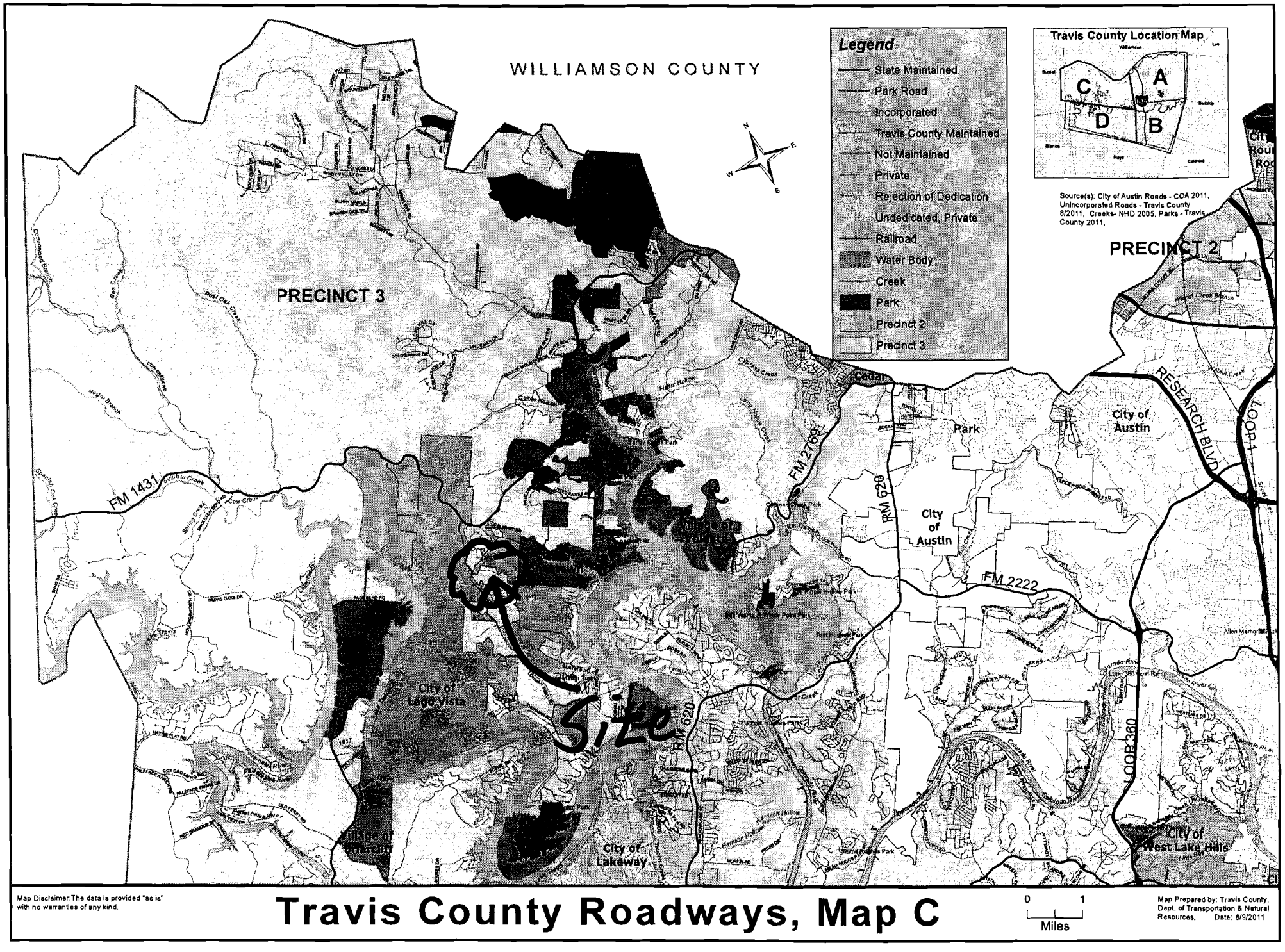
0 400 Feet

Revision Date
1/31/2011

1 7577


PRECINCT 3
Travis County Maintai
Not Maintained
Private
Rejection of Dedicatio
Undedicated, Private
Railroad
Water Body
Creek
Park
Precinct 2
Precinct 3
Cottonwood Branch
Bee Creek
Post Oak Creek
Negro Branch
Spanish Oak Creek
Sulphur Creek
Spring Creek
Cow Creek
Cypress Creek
Fisher Hollow
Long Hollow Creek
Bull Creek
FM 1431
FM 2769
RM 620
City of Lago Vista
City of Austin
Village of Volente
Lago Vista
Lake Travis
Rob Wentz Windy Point Park
Tom Hughes Park
Jessel Wren Park
Reed Park
Bear Creek
Site

Updated 4/26/12, 4:05 p.m.



Item 1

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: May 1, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve minutes of Board of Directors meetings of January 10, January 17, January 31, February 21, February 28, March 6, March 13, March 20 and March 27, 2012.

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, Budget Manager/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.

MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JANUARY 10, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 10, 2012, at 1:40 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE PAYMENT OF $850 FOR ANNUAL MEMBERSHIP IN THE NATIONAL ASSOCIATION OF LOCAL HOUSING FINANCE AGENCIES (NALHFA).

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE PAYMENT OF $675 FOR ANNUAL MEMBERSHIP IN THE TEXAS ASSOCIATION OF LOCAL HOUSING FINANCE PROVIDERS (TALHFA).

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:42 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, JANUARY 17, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 17, 2012, at 1:46 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE PURCHASE OF A 24-MONTH SUBSCRIPTION TO NOVOGRADAC AND COMPANY'S JOURNAL OF TAX CREDITS TOTALING $350.00.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE USE OF THE TENANT-BASED RENTAL ASSISTANCE ADMINISTRATIVE FUNDS ACCOUNT TO PURCHASE A LATERAL FILE AND TWO MATCHING OFFICE CHAIRS TOTALING $837.97 PLUS TAX FOR THE NEW TENANT-BASED RENTAL ASSISTANCE POSITION IN HEALTH AND HUMAN SERVICES DEPARTMENT.

The Board heard from: Andrea Shields, Manager

Motion: Director Huber moved to approve the request.
Director Biscoe seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:49 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, JANUARY 31, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 31, 2012, at 1:44 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATIONS INCLUDING PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER AND ASSISTANT SECRETARY.

The Board heard from: Andrea Shields, Manager

Motion:	Director Huber moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:45 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, FEBRUARY 21, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, February 21, 2012, at 1:47 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROPOSAL FOR ARGOSY AT CRESTVIEW APARTMENTS PROJECT INCLUDING:

   A. RESOLUTION APPROVING AN AGREEMENT TO ISSUE BONDS;

   B. SETTING A PUBLIC HEARING;

   C. OTHER RELATED MATTERS.

   The Board heard from: Andrea Shields, Manager; Cliff Blount, Esq., Issuer Counsel; Ladd Patillo, Corporations Financial Advisor and Kristina Lynn, Associate Director, Transactions, and Tom Sears, with Henderson Global Investors, Jeanne Klobedans, Pinnacle, the management agent.

   Motion: Director Biscoe moved to approve setting the public hearing, but moving all other items to the agenda for the following week.
   Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

   Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:55 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, FEBRUARY 28, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, February 28, 2012, at 1:40 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROPOSAL FOR ARGOSY AT CRESTVIEW APARTMENTS PROJECT, INCLUDING THE FOLLOWING

   A. RESOLUTION APPROVING AN AGREEMENT TO ISSUE BONDS; AND

   B. OTHER RELATED MATTERS.

   The Board heard from: Andrea Shields, Manager, Cliff Blount, Esq., Issuer Counsel, Karen Thigpen, Assistant Corporations Manager

   Motion: Director Biscoe moved to approve the request. Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	abstain

   Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

   A. RECEIVE AN UPDATE ON THE REIMBURSEMENT PROCESS FOR THE CORPORATION'S NEIGHBORHOOD STABILIZATION PROGRAM; AND

   B. APPROVE THREE INVOICES TOTALING $750 FROM AN UNDERWRITER ON THE CORPORATION'S NEIGHBORHOOD STABILIZATION PROGRAM.

   The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

   Motion: Director Biscoe moved to approve the request. Director Eckhardt seconded the motion.

Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:44 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, MARCH 6, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 6, 2012, at 1:40 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. INVOICE FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2011 FROM ATCHLEY & ASSOCIATES, LLP; AND

B. CORPORATIONS MANAGEMENT REPRESENTATION LETTER TO OUTSIDE AUDITOR ATCHLEY & ASSOCIATES, LLP.

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

Motion: Director Biscoe moved to approve the request. Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. SUBMISSION OF LETTERS TO MOUNTAIN RANCH APARTMENTS, ROSEMONT AT HEATHERBEND APARTMENTS, TOWN VISTA APARTMENTS, AND ROSEMONT AT HIDDEN CREEK APARTMENTS REGARDING THE CORPORATION'S ANNUAL COMPLIANCE AUDITS; AND

B. SUBMISSION OF FOUR INVOICES TOTALING $2,000 TO THE PROPERTY OWNERS FOR STAFF'S TIME.

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

Motion:	Director Biscoe moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:45 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, MARCH 13, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 13, 2012, at 1:53 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President, was absent.

1. PUBLIC HEARING: RECEIVE COMMENTS REGARDING THE CORPORATION'S MULTIFAMILY HOUSING REVENUE BONDS (ARGOSY AT CRESTVIEW APARTMENTS), SERIES 2012.

The Board heard from: Andrea Shields, Manager; Cliff Blount, Esq., Issuer Counsel; Ladd Patillo, Corporations Financial Advisor and Kristina Lynn, Associate Director, Transactions, and Jeanne Klobedans, Pinnacle, the management agent.

Motion: Director Biscoe moved to approve.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	absent
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS (ARGOSY AT CRESTVIEW APARTMENTS), SERIES 2012; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING OF SUCH MULTIFAMILY RENTAL RESIDENTIAL DEVELOPMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE PROJECT.

The Board heard from: Andrea Shields, Manager; Cliff Blount, Esq., Issuer Counsel; Ladd Patillo, Corporations Financial Advisor and Kristina Lynn, Associate Director, Transactions, Jeanne Klobedans, Pinnacle, the management agent.

Motion:	Director Biscoe moved to approve the request. Director Gomez seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	absent
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:57 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, MARCH 20, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 20, 2012, at 1:43 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE REVISED VERSIONS OF THE TRAVIS COUNTY HOUSING FINANCE CORPORATION'S RESIDENTIAL DEVELOPMENT QUESTIONNAIRE, APPLICATION FOR FINANCIAL PARTICIPATION AND POLICY GUIDELINES.

   The Board heard from: Karen Thigpen, Assistant Corporations Manager

   Motion: Director Biscoe moved to approve the request.
   Director Eckhardt seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

   Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION TO AUTHORIZE A RELEASE OF LIEN FOR A FIRST TIME HOME BUYER THAT PARTIALLY REPAID A LOAN EXECUTED IN 2006.

   The Board heard from: Karen Thigpen, Assistant Corporations Manager

   Motion: Director Biscoe moved to approve the request.
   Director Huber seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	off dais

   Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:45 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION HELD ON TUESDAY, MARCH 27, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 27, 2012, at 1:40 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer; and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO AUTHORIZE THE CORPORATION'S STAFF TO ATTEND NOVOGRADAC AND COMPANY'S AFFORDABLE HOUSING TAX CREDIT CONFERENCE IN NEW ORLEANS, LA.

The Board heard from: Karen Thigpen, Assistant Corporations Manager

Motion:	Director Biscoe moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:41 p.m.

_____

Margaret Gomez, Secretary

Item 1

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: May 1, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve one invoice totaling $300.00 for Group Exercise Classes provided by the Travis County Wellness program.

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, Budget Manager/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.

Human Resources Management Department

700 Lavaca Street Ste. 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-6677

April 23, 2012

TO: Andrea Shields, Corporations Administrator

FROM: Hari Dhir, Medical Director HD

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 10 days, 10 sessions Boot Camp program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Elizabeth Sherman $ 300.00 (10 sessions @$30)

Please let me know if you need additional information.

INVOICE

Total Health by Elizabeth

7744 Yaupon Drive
Austin, Texas 78759
512.789.0094
eliz@elizabethsherman.com

INVOICE NO. 102
DATE March 31, 2012
CUSTOMER ID Travis County Health Clinic

TO Dan Mansour
Travis County HRMD
700 Lavaca Street, Suite 420
Austin, Texas 78701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	3/2/2012 12:00 - 12:30; bootcamp	$ 30.00	$ 30.00
1.00	3/2/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	3/6/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	3/6/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	3/9/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	3/9/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	3/27/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	3/27/2012 12:40 - 1:10; bootcamp	30.00	30.00
1.00	3/30/2012 12:00 - 12:30; bootcamp	30.00	30.00
1.00	3/30/2012 12:40 - 1:10; bootcamp	30.00	30.00
		SUBTOTAL	$ 300.00
		SALES TAX	
		TOTAL	$ 300.00

Make all checks payable to Elizabeth Sherman

THANK YOU FOR YOUR BUSINESS!

Item 2

Travis County Commissioners Court Agenda Request
Travis County Health Facilities Development Corporation

Meeting Date: May 1, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve minutes of Board of Directors meetings of January 10, January 31 and March 6, 2012.

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, Budget Manager/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.

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, JANUARY 10, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 10, 2012, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE MINUTES OF THE BOARD OF DIRECTORS MEETINGS OF SEPTEMBER 6, SEPTEMBER 27, OCTOBER 11, OCTOBER 25, NOVEMBER 18 AND NOVEMBER 29, 2011

   The Board heard from: Andrea Shields, Manager

   Motion: Director Huber moved to approve the request.
   Director Gomez seconded the motion.

   Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

   Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:42 p.m.

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Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, JANUARY 31, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, January 31, 2012, at 1:44 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATIONS INCLUDING PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER AND ASSISTANT SECRETARY.

The Board heard from: Andrea Shields, Manager

Motion:	Director Huber moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:45 p.m.

_____

Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HELD ON TUESDAY, MARCH 6, 2012

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, March 6, 2012, at 1:45 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. INVOICE FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2011 FROM ATCHLEY & ASSOCIATES, LLP; AND

B. CORPORATIONS MANAGEMENT REPRESENTATION LETTER TO OUTSIDE AUDITOR ATCHLEY & ASSOCIATES, LLP.

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

Motion: Director Gomez moved to approve the request. Director Davis seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:46 p.m.

_____

Margaret Gomez, Secretary

Item 1

Travis County Commissioners Court Agenda Request
Travis County Capital Industrial Development Corporation

Meeting Date: May 1, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve minutes of Board of Directors meetings of January 10, January 31 and March 6, 2012.

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, Budget Manager/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.

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION HELD ON TUESDAY, JANUARY 10, 2012

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 10, 2012, at 1:43 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez; Karen Huber, Treasurer and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE MINUTES OF THE BOARD OF DIRECTORS MEETINGS OF SEPTEMBER 27, OCTOBER 11, AND NOVEMBER 29, 2011.

The Board heard from: Andrea Shields, Manager

Motion: Director Eckhardt moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note:

ADJOURN

The meeting was adjourned at 1:44 p.m.

_____
Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION HELD ON TUESDAY, JANUARY 31, 2012

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, January 31, 2012, at 1:44 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez; Karen Huber, Treasurer and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATIONS INCLUDING PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER AND ASSISTANT SECRETARY.

The Board heard from: Andrea Shields, Manager

Motion:	Director Huber moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:45 p.m.

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Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION HELD ON TUESDAY, MARCH 6, 2012

A regular meeting of the CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION Board of Directors was held on Tuesday, March 6, 2012, at 1:45 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary; Karen Huber, Treasurer and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. INVOICE FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2011 FROM ATCHLEY & ASSOCIATES, LLP; AND
B. CORPORATIONS MANAGEMENT REPRESENTATION LETTER TO OUTSIDE AUDITOR ATCHLEY & ASSOCIATES, LLP.

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

Motion: Director Gomez moved to approve the request.
Director Davis seconded the motion.

Motion carried:		
	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:46 p.m.

_____
Margaret Gomez, Secretary

Item 1

Travis County Commissioners Court Agenda Request
Travis County Cultural Education Facilities Finance Corporation

Meeting Date: May 1, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve minutes of Board of Directors meetings of January 10, January 31 and March 6, 2012.

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, Budget Manager/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.

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION HELD ON TUESDAY, JANUARY 10, 2012

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION Board of Directors was held on Tuesday, January 10, 2012, at 1:42 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE THE MINUTES OF THE BOARD OF DIRECTORS MEETINGS OF SEPTEMBER 27 AND OCTOBER 11, 2011.

The Board heard from: Andrea Shields, Manager

Motion:	Director Gomez moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:43 p.m.

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Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION HELD ON TUESDAY, JANUARY 31, 2012

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION Board of Directors was held on Tuesday, January 31, 2012, at 1:44 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ELECT OFFICERS OF THE CORPORATIONS INCLUDING PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER AND ASSISTANT SECRETARY.

The Board heard from: Andrea Shields, Manager

Motion:	Director Huber moved to approve the request. Director Eckhardt seconded the motion.	
Motion carried:	Director Biscoe	yes
	Director Eckhardt	yes
	Director Huber	yes
	Director Gomez	yes
	Director Davis	yes
Staff Note:	N/A	

ADJOURN

The meeting was adjourned at 1:45 p.m.

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Margaret Gomez, Secretary

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION HELD ON TUESDAY, MARCH 6, 2012

A regular meeting of the TRAVIS COUNTY CULTURAL EDUCATION FACILIITES FINANCE CORPORATION Board of Directors was held on Tuesday, March 6, 2012, at 1:45 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; and Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

A. INVOICE FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2011 FROM ATCHLEY & ASSOCIATES, LLP; AND

B. CORPORATIONS MANAGEMENT REPRESENTATION LETTER TO OUTSIDE AUDITOR ATCHLEY & ASSOCIATES, LLP.

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Corporations Manager

Motion: Director Gomez moved to approve the request. Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:46 p.m.

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Margaret Gomez, Secretary